



Upstream from ordinary.

BOARD OF ALDERMEN MEETING

RIVERSIDE CITY HALL

2950 NW VIVION ROAD

RIVERSIDE, MISSOURI 64150

TENTATIVE AGENDA

SEPTEMBER 17, 2024

Closed Session – 6:30 p.m.

Regular Meeting - 7:00 p.m.

Call to Order

Roll Call

CLOSED SESSION

(6:30 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

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

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 3, 2024.

Approval of Court Report for August 2024.

R-2024-111: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2024-2025 WEEKS ENDING SEPTEMBER 6TH AND SEPTEMBER 13TH IN THE AMOUNT OF \$1,049,360.75.

Point of Contact: Finance Director Erika Benitez.

R-2024-112: A RESOLUTION EXTENDING THE CITY OF RIVERSIDE VEHICLE TOWING AND STORAGE SERVICES TO GLAD RENTS, INC AND APPROVING EXECUTION OF A CONTRACT FOR 2024-2025 IN CONNECTION WITH THE PROVISION OF SUCH SERVICES
Point of Contact: Police Captain Gary McMullin.

R-2024-113: A RESOLUTION APPROVING AN AGREEMENT WITH LIQUIDITY SERVICES OPERATIONS LLC DBA GOVDEALS. Point of Contact: Capital Projects/Parks Manager Noel Challis Bennion.

REGULAR AGENDA

1. **Public Hearing:** Public hearing for consideration regarding a plan for industrial development providing tax abatement for Project Magnet, which involves the construction of a live entertainment amphitheater with a capacity of approximately 15,000 people, including associated ancillary structures, food and beverage areas, fixtures, and infrastructure improvements (including associated parking, roadway, utility and site improvements). The project will be located on approximately 135.6 acres situated to the northwest of the intersection of Horizons Parkway and I-635 in Riverside, Missouri.
 - a) **First Reading: Bill No. 2024-056: AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR PROJECT MAGNET; AUTHORIZING THE CITY TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE AGGREGATE MAXIMUM PRINCIPAL AMOUNT OF \$119,730,000; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.** Point of Contact: David Martin with Gilmore & Bell.

2. **Public Hearing:** Public hearing for consideration regarding a plan for industrial development providing tax abatement for the Cee-Kay Supply Project consists of expanding, renovating, improving and equipping an existing facility for distribution of gas, welding and dry ice equipment and products, including construction of an expansion of approximately 28,600 additional square feet, renovations of the existing facility and related onsite equipment. The project will be located at 5654 N. W. River Park Drive in Riverside, Missouri.
 - a) **First Reading: Bill No. 2024-057: AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE CEE-KAY SUPPLY PROJECT; AUTHORIZING THE CITY TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE AGGREGATE MAXIMUM PRINCIPAL AMOUNT OF \$12,000,000; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.** Point of Contact: David Martin with Gilmore & Bell.

3. **First Reading: Bill No. 2024-058: AN ORDINANCE AUTHORIZING THE CITY TO AMEND A CERTAIN AMENDED AND RESTATED GROUND LEASE AGREEMENT.** Point of Contact: City Planner Sarah Wagner.

4. **R-2024-114: A RESOLUTION AWARDDING THE BID FOR THE 48th STREET RAIN GARDEN AND APPROVING THE AGREEMENT BETWEEN THE CITY AND SALTER WETLAND ASSOCIATES, LLC FOR SUCH PROJECT.** Point of Contact: Capital Projects/Parks Manager Noel Challis Bennion.

5. **R-2024-115: A RESOLUTION APPROVING AN ENCROACHMENT AGREEMENT WITH MAGELLAN PIPELINE COMPANY FOR THE LIVENATION PROJECT.** Point of Contact: City Engineer Travis Hoover.

6. 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

7. Communication from Mayor

8. Communication from Board of Aldermen

9. Motion to Adjourn.



Travis Hoover, City Engineer

ATTEST:



Robin Kincaid, City Clerk

Posted 09.13.2024 at 4:00 p.m.

MINUTES
REGULAR MEETING
BOARD OF ALDERMEN
RIVERSIDE, MISSOURI

Tuesday, September 3, 2024
6:00 p.m.

The Board of Aldermen for the City of Riverside, Missouri, met in regular session in the Aldermen Chambers at 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, September 3, 2024.

Mayor Rose called the meeting to order at 6:02 p.m. Those in attendance were, Mayor Kathy Rose, Aldermen Jill Beck, Staci Bundy, Dawn Cockrell, Jason Draut, Rob Milner, and Steve Palma.

Also present were City Administrator Brian Koral, Community Development Director Mike Duffy, City Clerk Robin Kincaid, City Attorney Paul Campo, and Special Counsel Joe Bednar (by Zoom).

MOTION TO ENTER INTO CLOSED @ 6:02 P.M. Alderman Milner moved to enter closed session pursuant to RSMo 610.021 (1) Legal Action and litigation, and RSMo 610.021 (2) Leasing, Purchase, or sale of real estate, second by Alderman Cockrell.
Yes: Milner, Cockrell, Bundy, Palma, Beck, and Draut.
Motion carried 6-0.

MOTION TO ADJOURN CLOSED @ 6:31 P.M. Alderman Palma moved at 6:31 p.m. to adjourn closed session with no action taken, second by Alderman Cockrell.
Yes: Palma, Cockrell, Bundy, Beck, Draut, and Milner.
Motion carried 6-0.

REGULAR SESSION Mayor Kathy Rose called the Regular Session Meeting to order at 7:00 p.m.

Those in attendance were Mayor Kathy Rose, Aldermen Jill Beck, Staci Bundy, Dawn Cockrell, Jason Draut, Rob Milner, and Steve Palma.

Also present were City Administrator Brian Koral, Community Development Director Mike Duffy, City Clerk Robin Kincaid, Public Works Director Tom Wooddell, Police Captain Gary McMullin, Fire Chief Gordon Fowlston, City Engineer Travis Hoover, Finance Director Erika Benitez, IT Manager Jason Ketter, and City Attorney Paul Campo.

PLEDGE OF ALLEGIANCE Mayor Rose led the Pledge of Allegiance.

PUBLIC COMMENTS None.

PROCLAMATION Mayor Rose read the proclamation for the 180th Anniversary celebration for the St. Matthews Evangelical Lutheran Church on September 29th and presented it to Jim Hunter.

CONSENT AGENDA

Alderman Cockrell moved to approve the consent agenda as presented, second by Alderman Milner.
Yes: Cockrell, Milner, Draut, Beck, Bundy, and Palma.
Motion carried 6-0.

MINUTES OF 08-20-2024

Alderman Cockrell moved to approve the minutes of the August 20, 2024 meeting, second by Alderman Milner.
Yes: Cockrell, Milner, Draut, Beck, Bundy, and Palma.
Motion carried 6-0.

RESOLUTION 2024-107

Bill Pay

Alderman Cockrell moved to approve Resolution 2024-107 authorizing the expenditure of funds out of the City treasury of the City of Riverside for Fiscal Year 2024-2025 weeks ending August 23rd and August 30th in the amount of \$913,468.25, second by Alderman Milner.
Yes: Cockrell, Milner, Draut, Beck, Bundy, and Palma.
Motion carried 6-0.

RESOLUTION 2024-108

Asset Disposition Agreement

Alderman Cockrell moved to approve Resolution 2024-108 approving an asset Disposition Services Agreement with Propertyroom.com, second by Alderman Milner.
Yes: Cockrell, Milner, Draut, Beck, Bundy, and Palma.
Motion carried 6-0.

RESOLUTION 2024-109

Levee District Proxy

Alderman Cockrell moved to approve Resolution 2024-109 granting and approving the execution of a proxy for the annual meeting of Landowners of Riverside-Quindaro Bend Levee District; Directing the Industrial Development Authority of the City of Riverside, Missouri to execute a Proxy related thereto, and authorizing such other related documents and actions in connection therewith, second by Alderman Milner.
Yes: Cockrell, Milner, Draut, Beck, Bundy, and Palma.
Motion carried 6-0.

RESOLUTION 2024-110

Surplus Vehicles

Alderman Cockrell moved to approve Resolution 2024-110 declaring certain vehicles to be surplus and authorizing their disposal, second by Alderman Milner.
Yes: Cockrell, Milner, Draut, Beck, Bundy, and Palma.
Motion carried 6-0.

REGULAR AGENDA

BILL NO. 2024-054

City Administrator Agreement

City Clerk Robin Kincaid gave first reading of Bill No. 2024-054. Alderman Beck moved to accept first reading and place Bill 2024-054 on second and final reading, second by Alderman Palma.
Yes: Beck, Palma, Draut, Cockrell, Milner, and Bundy.
Motion carried 6-0.
City Clerk Kincaid gave second reading of Bill No. 2024-054. Alderman Beck moved to approve Bill 2024-054 and enact said bill as ordinance, second by Alderman Palma.

Yes: Beck, Palma, Bundy, Milner, Draut, and Cockrell.
Motion carried 6-0.

BILL NO. 2024-055
Amend Ground Lease

Mayor Rose stated Bill No. 2024-055 is pulled from the agenda for this meeting.

CITY ADMINISTRATOR

City Administrator Brian Koral announced that BriarFest 2024 is being held at EH Young Park on September 27th & 28th. The event team including our staff, after looking at the logistics of the event, considering the many conflict points, the team concluded the recommendation to close the park those two days except the ticketed attendees if the BOA gives consensus. The BOA suggested posting the closure, so park goers were aware ahead of the scheduled event. Koral then announced the next two Reaching Riverside Events at Gateway and Skyline on the 7th and Gatewoods on Friday the 13th. He also reminded everyone of the Park Hill South Homecoming parade on September 14th at 12:30 p.m. MARC is now updating their Hazard Mitigation for 2025, we have been asked to bring this to the BOA during a regular meeting and we will also be posting the flyer on all of our social media platforms. The flyer is in your packet with further details and a QR code to take a survey for community input.

Next, is a social media post came across that we wanted to share about Sergeant Paul Campbell, a dedicated member of our law enforcement team who goes above and beyond every day. He makes a positive impact in crisis situations and through his educational efforts. This was received from the Missouri Crisis Intervention Team.

City Administrator Koral shared an update on the IRIS program along with ridership and the 2-year cost average. IRIS is helping to meet the needs of our Riverside residents. A picture of the grand opening of Homestead Park was shared. We had a good number of folks attend and great weather as well.

COMMUNITY DEVELOPMENT No report.

ENGINEERING No report.

FINANCE Finance Director Erika Benitez explained that the auditors are sending out confirmation letters over the weekend. If each of you would fill those out and send them back to our auditors, we would appreciate it.

FIRE Fire Chief Gordon Fowlston announced that Saturday, October 5th, 10 am to 2 pm, will be the Fire Department Open House, there will be games and food available again this year.

POLICE No report.

PUBLIC WORKS Public Works Director Tom Wooddell reminded everyone that trash pickup will be delayed this week because of the holiday and

the HHW 2024 will be at Platte Landing Park on Saturday, September 7th from 8 am to noon. Details are on the website.

LEVEE BOARD

No report.

MAYOR'S DISCUSSION

Mayor Kathy Rose mentioned she is trying to get all local cities and chambers to work together on the events for the World Cup coming in 2026. I hope some of you will be able to attend the 180th anniversary celebration at the St. Matthews Church, it will be a very nice celebration and is so important for our community. The parks and trails were all very busy this weekend over the Labor Day Holiday.

BOARD OF ALDERMEN

Alderman Palma – Nothing to report.

Alderman Beck – Nothing to report.

Alderman Milner – Nothing to report.

Alderman Cockrell – Nothing to report.

Alderman Draut – Nothing to report.

Alderman Bundy – Nothing to report.

MOTION TO ADJOURN

Alderman Milner moved to adjourn the meeting at 7:15 p.m., second by Alderman Palma.

Yes: Milner, Palma, Draut, Cockrell, Bundy, and Beck.


Motion carried 6-0.

Robin Kincaid, City Clerk

**CITY OF RIVERSIDE
MUNICIPAL COURT
2950 N.W. VIVION RD
RIVERSIDE, MISSOURI 64150**

**REPORT TO CITY CLERK
FOR MONTH OF AUGUST**

I do hereby certify that this is a complete listing of the cases heard in the Municipal Division for the month of **AUGUST 2024**.



Shayla Jones
Court Administrator

Filed: September 6, 2024
RSMo. 479.080.3

(Trial de novas filed: None)



Report received by City Clerk

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: RIVERSIDE	Reporting Period: Aug 1, 2024 - Aug 29, 2024	
Mailing Address: 2950 NW VIVION ROAD, RIVERSIDE, MO 64150				
Physical Address: 2950 NW VIVION ROAD, RIVERSIDE, MO 64150		County: Platte County	Circuit: 06	
Telephone Number: (816)7411212		Fax Number:		
Prepared by: Shayla Jones		E-mail Address: shayla.jones@courts.mo.gov		
Municipal Judge: FERGUSON				
<u>II. MONTHLY CASELOAD INFORMATION</u>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		119	5,189	854
B. Cases (citations/informations) filed		3	246	12
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		4	76	9
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		0	62	3
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	45	0
6. dismissed by court		0	0	0
7. <i>nolle prosequi</i>		2	33	4
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		6	216	16
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		116	5,219	850
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	220	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	152	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	4,354			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION

Municipality: RIVERSIDE

Reporting Period: Aug 1, 2024 - Aug 29, 2024

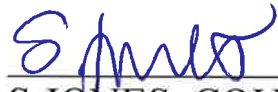
V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$13,905.00	Court Automation	\$1,219.91
Clerk Fee - Excess Revenue	\$1,827.27	Law Enf Arrest-Local	\$400.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$56.34	Total Other Disbursements	\$1,619.91
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$22,269.00
Total Excess Revenue	\$15,788.61	Bond Refunds	\$1,192.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$23,461.00
Fines - Other	\$1,793.00		
Clerk Fee - Other	\$264.00		
Judicial Education Fund (JEF)	\$0.00		
<input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$174.28		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,242.56		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$8.14		
Law Enforcement Training (LET) Fund surcharge	\$346.00		
Domestic Violence Shelter surcharge	\$688.00		
Inmate Prisoner Detainee Security Fund surcharge	\$344.50		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$4,860.48		

MONTHLY REPORT
TO THE
CITY OF RIVERSIDE, MISSOURI

September 6, 2024

I ATTEST THAT THE FOREGOING IS A TRUE AND
FACTUAL ACCOUNTING OF COURT FOR THE MONTH OF
AUGUST 2024.



S JONES, COURT ADMINISTRATOR

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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Physical Address: 2950 NW VIVION ROAD, RIVERSIDE, MO 64150			County: Platte County	Circuit: 06
Telephone Number: (816)7411212		Fax Number:		
Prepared by: Shayla Jones		E-mail Address: shayla.jones@courts.mo.gov		
Municipal Judge: FERGUSON				
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2. court/bench trial - GUILTY		4	76	9
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		0	62	3
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	45	0
6. dismissed by court		0	0	0
7. <i>nolle prosequi</i>		2	33	4
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		6	216	16
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		116	5,219	850
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	220	1. # Issued during period		0
2. # Served/withdrawn during reporting period	152	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	4,354			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: RIVERSIDE	Reporting Period: Aug 1, 2024 - Aug 29, 2024
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<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$13,905.00	Court Automation	\$1,219.91
Clerk Fee - Excess Revenue	\$1,827.27	Law Enf Arrest-Local	\$400.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$56.34	Total Other Disbursements	\$1,619.91
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$22,269.00
Total Excess Revenue	\$15,788.61	Bond Refunds	\$1,192.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$23,461.00
Fines - Other	\$1,793.00		
Clerk Fee - Other	\$264.00		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$174.28		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,242.56		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$8.14		
Law Enforcement Training (LET) Fund surcharge	\$346.00		
Domestic Violence Shelter surcharge	\$688.00		
Inmate Prisoner Detainee Security Fund surcharge	\$344.50		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$4,860.48		

RESOLUTION NO. R-2024-111

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2024-2025 WEEKS ENDING SEPTEMBER 6TH AND SEPTEMBER 13TH IN THE AMOUNT OF \$1,049,360.75.

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 \$1,049,360.75 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 of the City of Riverside, Missouri, the 17TH day of September 2024.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk



Expense Approval Report

By Purchased From Vendor

Payment Dates 9/4/2024 - 9/17/2024

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: 4T TOTAL LAWN CARE, INC					
4T TOTAL LAWN CARE, INC	4T TOTAL LAWN CARE, INC	09/03/2024	EH YOUNG PLAYGROUND SUR	10-336-107-42100	8,450.00
Purchased From Vendor 4T TOTAL LAWN CARE, INC Total:					8,450.00
Purchased From Vendor: ACE IMAGEWEAR					
ACE IMAGEWEAR	ACE IMAGEWEAR	09/03/2024	ENTRY MATS/ PUBLIC WORKS	10-337-101-41500	45.13
ACE IMAGEWEAR	ACE IMAGEWEAR	09/03/2024	ENTRY MATS / CITY HALL 8/13	10-337-102-41500	30.72
ACE IMAGEWEAR	ACE IMAGEWEAR	09/03/2024	ENTRY MATS / PUBLIC SAFETY	10-337-103-41500	48.30
ACE IMAGEWEAR	ACE IMAGEWEAR	09/03/2024	DUST MOP, WET MOP & MAT	10-337-104-41500	18.49
ACE IMAGEWEAR	ACE IMAGEWEAR	09/03/2024	ENTRY MATS/ PUBLIC WORKS	10-337-101-41500	45.13
ACE IMAGEWEAR	ACE IMAGEWEAR	09/03/2024	ENTRY MATS / CITY HALL 8/20	10-337-102-41500	30.72
ACE IMAGEWEAR	ACE IMAGEWEAR	09/03/2024	ENTRY MATS / PUBLIC SAFETY	10-337-103-41500	48.30
ACE IMAGEWEAR	ACE IMAGEWEAR	09/03/2024	DUST MOP, WET MOP & MAT	10-337-104-41500	18.49
ACE IMAGEWEAR	ACE IMAGEWEAR	09/03/2024	ENTRY MATS/ PUBLIC WORKS	10-337-101-41500	45.13
ACE IMAGEWEAR	ACE IMAGEWEAR	09/03/2024	ENTRY MATS / CITY HALL 8/27	10-337-102-41500	30.72
ACE IMAGEWEAR	ACE IMAGEWEAR	09/03/2024	ENTRY MATS / PUBLIC SAFETY	10-337-103-41500	48.30
ACE IMAGEWEAR	ACE IMAGEWEAR	09/03/2024	DUST MOP, WET MOP & MAT	10-337-104-41500	18.49
ACE IMAGEWEAR	ACE IMAGEWEAR	09/17/2024	ENTRY MATS/ PUBLIC WORKS	10-337-101-41500	46.90
ACE IMAGEWEAR	ACE IMAGEWEAR	09/17/2024	ENTRY MATS / CITY HALL	10-337-102-41500	32.25
ACE IMAGEWEAR	ACE IMAGEWEAR	09/17/2024	ENTRY MATS / PUBLIC SAFETY	10-337-103-41500	50.72
ACE IMAGEWEAR	ACE IMAGEWEAR	09/17/2024	DUST MOP, WET MOP & MAT	10-337-104-41500	19.42
ACE IMAGEWEAR	ACE IMAGEWEAR	09/17/2024	ENTRY MATS/ PUBLIC WORKS	10-337-101-41500	46.90
ACE IMAGEWEAR	ACE IMAGEWEAR	09/17/2024	ENTRY MATS / CITY HALL 9/10	10-337-102-41500	32.25
ACE IMAGEWEAR	ACE IMAGEWEAR	09/17/2024	ENTRY MATS / PUBLIC SAFETY	10-337-103-41500	50.72
ACE IMAGEWEAR	ACE IMAGEWEAR	09/17/2024	DUST MOP, WET MOP & MAT	10-337-104-41500	19.42
Purchased From Vendor ACE IMAGEWEAR Total:					726.50
Purchased From Vendor: AFLAC					
AFLAC	AFLAC	09/06/2024	AFLAC pre-tax	10-20008	51.88
Purchased From Vendor AFLAC Total:					51.88
Purchased From Vendor: ALL COPY PRODUCTS, INC					
ALL COPY PRODUCTS, INC	ALL COPY PRODUCTS, INC	09/03/2024	CANON IRCADV550I 7/25 - 8/	10-112-000-32300	599.26
Purchased From Vendor ALL COPY PRODUCTS, INC Total:					599.26
Purchased From Vendor: Aramark Services, INC					
Aramark Services, INC	Aramark Services, INC	09/17/2024	COFFEE SERVICE - AUG 2024	10-112-000-53900	149.58
Aramark Services, INC	Aramark Services, INC	09/03/2024	BRONZE WATER FILTER - 1CT	10-112-000-53900	59.99
Purchased From Vendor Aramark Services, INC Total:					209.57
Purchased From Vendor: BLUE CROSS BLUE SHIELD OF KANSAS CITY					
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/06/2024	Medical	10-112-000-19000	2,914.23
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/06/2024	Medical	10-216-000-19000	320.29
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/06/2024	Medical	10-221-000-19000	11,258.07
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/06/2024	Medical	10-223-000-19000	4,273.90
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/06/2024	Medical	10-224-000-19000	572.12
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/06/2024	Medical	10-226-000-19000	9,214.88
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/06/2024	Medical	10-331-000-19000	3,040.24
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/06/2024	Medical	10-332-000-19000	1,421.62
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/06/2024	Medical	10-341-000-19000	271.30
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/06/2024	Medical	10-819-000-19000	3,400.99
Purchased From Vendor BLUE CROSS BLUE SHIELD OF KANSAS CITY Total:					36,687.64
Purchased From Vendor: BRAVARD, ALISHA					
BRAVARD, ALISHA	BRAVARD, ALISHA	09/11/2024	PROPERTY SIEZURE 10/23/20	10-20012	63.86
Purchased From Vendor BRAVARD, ALISHA Total:					63.86
Purchased From Vendor: C R GR8, LLC					
C R GR8, LLC	C R GR8, LLC	09/03/2024	TEAL RISING EROSION CONTR	21-056-000-53000	4,458.00

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Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
C R GR8, LLC	C R GR8, LLC	09/03/2024	HORIZONS EAST GRADING & S	21-056-000-53000	4,705.00
C R GR8, LLC	C R GR8, LLC	09/03/2024	IIOMESTAD PARK DRAIN TIL	21 025 000 53000	4,365.00
C R GR8, LLC	C R GR8, LLC	09/17/2024	JUMPING BRANCH EROSION C	21-025-000-53000	3,170.00
C R GR8, LLC	C R GR8, LLC	09/17/2024	HORIZONS CENTRAL CANAL E	21-056-000-53000	4,960.00
Purchased From Vendor C R GR8, LLC Total:					21,658.00
Purchased From Vendor: CLEVELAND, TIM					
CLEVELAND, TIM	CLEVELAND, TIM	09/11/2024	PROPERTY SIEZURE - 3/20/18	10-20012	461.00
Purchased From Vendor CLEVELAND, TIM Total:					461.00
Purchased From Vendor: CLINICAL COUNSELING ASSOCIATES OF KANSAS CITY LLC					
CLINICAL COUNSELING ASSOC	CLINICAL COUNSELING ASSOC	09/17/2024	WELLNESS-GREEN, CROWLEY,	10-221-000-36413	360.00
CLINICAL COUNSELING ASSOC	CLINICAL COUNSELING ASSOC	09/17/2024	WELLNESS-JONES, FISHER, CR	10-221-000-36413	480.00
Purchased From Vendor CLINICAL COUNSELING ASSOCIATES OF KANSAS CITY LLC Total:					840.00
Purchased From Vendor: COCKRELL PAVING, LLC					
COCKRELL PAVING, LLC	COCKRELL PAVING, LLC	09/03/2024	MONTEBELLA ASPHALT PATCH	21-025-000-53000	9,850.00
COCKRELL PAVING, LLC	COCKRELL PAVING, LLC	09/17/2024	MONTEBELLA ASPHALT REPAI	21-025-000-53000	9,525.00
Purchased From Vendor COCKRELL PAVING, LLC Total:					19,375.00
Purchased From Vendor: CRAWFORD CLIMBERS LLC					
CRAWFORD CLIMBERS LLC	CRAWFORD CLIMBERS LLC	09/17/2024	GATEWAY & EH YOUNG TREE	21-025-000-53000	5,700.00
Purchased From Vendor CRAWFORD CLIMBERS LLC Total:					5,700.00
Purchased From Vendor: CROWDES, MADISON					
CROWDES, MADISON	CROWDES, MADISON	09/03/2024	Travel-9/22-9/27/24 - 2024 A	10-221-000-36000	83.75
Purchased From Vendor CROWDES, MADISON Total:					83.75
Purchased From Vendor: CUMMINS-ALLISON CORP					
CUMMINS-ALLISON CORP	CUMMINS-ALLISON CORP	09/17/2024	SERVCE CONTRACT RENEWAL	55-221-000-31700	559.00
Purchased From Vendor CUMMINS-ALLISON CORP Total:					559.00
Purchased From Vendor: DELTA INNOVATIVE SERVICES, INC					
DELTA INNOVATIVE SERVICES,	DELTA INNOVATIVE SERVICES,	09/03/2024	ROOF & DRAINAGE REPAIR FO	10-337-104-41500	754.15
Purchased From Vendor DELTA INNOVATIVE SERVICES, INC Total:					754.15
Purchased From Vendor: DEPARTMENT OF THE TREASURY					
DEPARTMENT OF THE TREASU	DEPARTMENT OF THE TREASU	09/06/2024	Withholdings Social Security	10-20002	33,391.20
DEPARTMENT OF THE TREASU	DEPARTMENT OF THE TREASU	09/06/2024	Withholdings Medicare	10-20002	7,809.28
DEPARTMENT OF THE TREASU	DEPARTMENT OF THE TREASU	09/06/2024	Federal Withholdings	10-20002	29,764.53
Purchased From Vendor DEPARTMENT OF THE TREASURY Total:					70,965.01
Purchased From Vendor: EMBASSY LANDSCAPE GROUP, INC					
EMBASSY LANDSCAPE GROUP,	EMBASSY LANDSCAPE GROUP,	09/17/2024	GROUNDS MAINTENANCE - S	10-331-000-41800	817.62
EMBASSY LANDSCAPE GROUP,	EMBASSY LANDSCAPE GROUP,	09/17/2024	BRIDGE BEDS/ BED MAINTEN	10-331-000-41800	224.00
EMBASSY LANDSCAPE GROUP,	EMBASSY LANDSCAPE GROUP,	09/17/2024	WELCOME CNTR/ GROUNDS	10-336-111-42100	391.00
EMBASSY LANDSCAPE GROUP,	EMBASSY LANDSCAPE GROUP,	09/17/2024	SPLASH PARK/ GROUNDS MAI	10-336-112-42100	350.62
EMBASSY LANDSCAPE GROUP,	EMBASSY LANDSCAPE GROUP,	09/17/2024	WATERFALL/ GROUNDS MAIN	10-336-112-42100	204.37
EMBASSY LANDSCAPE GROUP,	EMBASSY LANDSCAPE GROUP,	09/17/2024	EH YOUNG/ GROUNDS MAINT	10-336-107-42100	368.37
Purchased From Vendor EMBASSY LANDSCAPE GROUP, INC Total:					2,355.98
Purchased From Vendor: ENET, LLC					
ENET, LLC	ENET, LLC	09/03/2024	SERVICE/SUPPORT JAN-JUN 2	10-112-000-40500	13,095.00
ENET, LLC	ENET, LLC	09/03/2024	SERVICE/SUPPORT JAN-JUN 2	10-221-000-40500	3,225.00
ENET, LLC	ENET, LLC	09/03/2024	SERVICE/SUPPORT JAN-JUN 2	10-223-000-40500	2,626.50
ENET, LLC	ENET, LLC	09/03/2024	SERVICE/SUPPORT JAN-JUN 2	10-224-000-40500	1,589.50
ENET, LLC	ENET, LLC	09/03/2024	SERVICE/SUPPORT JAN-JUN 2	10-226-000-40500	1,377.00
ENET, LLC	ENET, LLC	09/03/2024	SERVICE/SUPPORT JAN-JUN 2	10-331-000-40500	1,018.95
ENET, LLC	ENET, LLC	09/03/2024	SERVICE/SUPPORT AUG 2024	10-112-000-40500	749.09
ENET, LLC	ENET, LLC	09/03/2024	SERVICE/SUPPORT AUG 2024	10-216-000-40500	61.47
ENET, LLC	ENET, LLC	09/03/2024	SERVICE/SUPPORT AUG 2024	10-221-000-40500	635.94
ENET, LLC	ENET, LLC	09/03/2024	SERVICE/SUPPORT AUG 2024	10-223-000-40500	225.76
ENET, LLC	ENET, LLC	09/03/2024	SERVICE/SUPPORT AUG 2024	10-224-000-40500	122.67
ENET, LLC	ENET, LLC	09/03/2024	SERVICE/SUPPORT AUG 2024	10-226-000-40500	561.68
ENET, LLC	ENET, LLC	09/03/2024	SERVICE/SUPPORT AUG 2024	10-331-000-40500	185.78
ENET, LLC	ENET, LLC	09/03/2024	SERVICE/SUPPORT AUG 2024	10-332-000-40500	40.80
ENET, LLC	ENET, LLC	09/03/2024	SERVICE/SUPPORT AUG 2024	10-341-000-40500	61.47

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Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
ENET, LLC	ENET, LLC	09/03/2024	SERVICE/SUPPORT AUG 2024	10-819-000-40500	75.34
Purchased From Vendor ENET, LLC Total:					25,651.95
Purchased From Vendor: ENSZ & JESTER, P.C.					
ENSZ & JESTER, P.C.	ENSZ & JESTER, P.C.	09/03/2024	FIRE LEGAL JULY 2024	10-226-000-20300	100.00
ENSZ & JESTER, P.C.	ENSZ & JESTER, P.C.	09/17/2024	EMPLOYMENT INVESTIGATIO	10-226-000-20300	140.00
Purchased From Vendor ENSZ & JESTER, P.C. Total:					240.00
Purchased From Vendor: EVANS, JASON					
EVANS, JASON	EVANS, JASON	09/11/2024	PROPERTY SEIZURE 8/6/18 - 1	10-20012	19.35
Purchased From Vendor EVANS, JASON Total:					19.35
Purchased From Vendor: FILGER OIL CO.					
FILGER OIL CO.	FILGER OIL CO.	09/17/2024	CARWASHES	10-112-000-41000	145.50
FILGER OIL CO.	FILGER OIL CO.	09/17/2024	CARWASHES	10-221-000-41000	591.50
FILGER OIL CO.	FILGER OIL CO.	09/17/2024	CARWASHES	10-331-000-41000	129.75
FILGER OIL CO.	FILGER OIL CO.	09/17/2024	CARWASHES	10-819-000-41000	66.75
Purchased From Vendor FILGER OIL CO. Total:					933.50
Purchased From Vendor: FISHER, JEREMIAH					
FISHER, JEREMIAH	FISHER, JEREMIAH	09/17/2024	2024 ADVANCED TACTICAL OP	10-221-000-36000	83.75
Purchased From Vendor FISHER, JEREMIAH Total:					83.75
Purchased From Vendor: FOP LODGE 50 - UNION DUES					
FOP LODGE 50 - UNION DUES	FOP LODGE 50 - UNION DUES	09/06/2024	POLICE UNION DUES	10-20510	431.46
Purchased From Vendor FOP LODGE 50 - UNION DUES Total:					431.46
Purchased From Vendor: FREELANCE EXCAVATION, LLC					
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	09/03/2024	TREMONT GRADING 7/29/24	21-025-000-53000	540.00
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	09/03/2024	MODOT ROADWAY MOWING	10-331-000-21304	3,577.50
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	09/03/2024	VALLEY MANHOLE ADJUST 8/	21-025-000-53000	887.40
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	09/03/2024	9 HWY DITCH GRADING 8/5 -	21-025-000-53000	4,762.50
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	09/17/2024	TULLISON GRADING 8/14-8/2	21-025-000-53000	4,350.00
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	09/17/2024	MOWING - VARIOUS AREAS 8	10-331-000-21304	1,215.00
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	09/17/2024	TULLISON GRADING 8/26-8/2	21-025-000-53000	1,450.00
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	09/17/2024	TEAL RISING EROSION CONTR	21-056-000-53000	1,080.00
Purchased From Vendor FREELANCE EXCAVATION, LLC Total:					17,862.40
Purchased From Vendor: GRAINGER					
GRAINGER	GRAINGER	09/17/2024	GRIZZLY COOLER 450GT-WHIT	10-819-000-44504	1,123.92
Purchased From Vendor GRAINGER Total:					1,123.92
Purchased From Vendor: GULF STATES DISTRIBUTORS					
GULF STATES DISTRIBUTORS	GULF STATES DISTRIBUTORS	08/22/2024	Ammunition	10-221-000-53047	2,820.00
GULF STATES DISTRIBUTORS	GULF STATES DISTRIBUTORS	08/22/2024	Ammunition	10-221-000-53047	3,380.00
Purchased From Vendor GULF STATES DISTRIBUTORS Total:					6,200.00
Purchased From Vendor: HIGBEE, CARLA					
HIGBEE, CARLA	HIGBEE, CARLA	09/17/2024	PARK RESERVATION REFUND	10-000-40104	30.00
Purchased From Vendor HIGBEE, CARLA Total:					30.00
Purchased From Vendor: HILLCO ENTERPRISES					
HILLCO ENTERPRISES	HILLCO ENTERPRISES	09/03/2024	MODOT RIGHT OF WAY MOW	10-331-000-21304	7,607.50
HILLCO ENTERPRISES	HILLCO ENTERPRISES	09/17/2024	MODOT RIGHT OF WAY MOW	10-331-000-21304	7,685.00
Purchased From Vendor HILLCO ENTERPRISES Total:					15,292.50
Purchased From Vendor: HOUSTON EXCAVATING					
HOUSTON EXCAVATING	HOUSTON EXCAVATING	09/03/2024	JUMPING BRANCH STORMWA	21-025-000-53000	6,560.00
HOUSTON EXCAVATING	HOUSTON EXCAVATING	09/03/2024	ARGOSY - 8/15/24	21-020-000-54000	575.00
HOUSTON EXCAVATING	HOUSTON EXCAVATING	09/03/2024	HORIZONS EAST - DIRT 8/17-8	21-020-000-54000	12,438.75
Purchased From Vendor HOUSTON EXCAVATING Total:					19,573.75
Purchased From Vendor: HUTCHINSON SALT CO, INC					
HUTCHINSON SALT CO, INC	HUTCHINSON SALT CO, INC	09/17/2024	SALT 8/22 - 8/23/24	10-331-000-57000	9,186.67
HUTCHINSON SALT CO, INC	HUTCHINSON SALT CO, INC	09/17/2024	SALT 8/26 - 8/29/24	10-331-000-57000	15,415.25
HUTCHINSON SALT CO, INC	HUTCHINSON SALT CO, INC	09/17/2024	SALT 9/3-9/6/24	10-331-000-57000	17,090.57
Purchased From Vendor HUTCHINSON SALT CO, INC Total:					41,692.49

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Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: IAFF LOCAL 42 - UNION DUES					
IAFF LOCAL 42 - UNION DUES	IAFF LOCAL 42 - UNION DUES	09/06/2024	UNION DUES FT	10 20510	715.78
IAFF LOCAL 42 - UNION DUES	IAFF LOCAL 42 - UNION DUES	09/06/2024	UNION DUES PT	10-20510	72.87
Purchased From Vendor IAFF LOCAL 42 - UNION DUES Total:					788.65
Purchased From Vendor: ICC COMMUNITY DEVELOPMENT SOLUTIONS, LLC					
ICC COMMUNITY DEVELOPM	ICC COMMUNITY DEVELOPM	09/17/2024	LASERFICHE SUPPORT RENEW	10-112-000-40700	6,947.50
Purchased From Vendor ICC COMMUNITY DEVELOPMENT SOLUTIONS, LLC Total:					6,947.50
Purchased From Vendor: INDEPENDENT DOOR & GATE OF MO, LLC					
INDEPENDENT DOOR & GATE	INDEPENDENT DOOR & GATE	09/03/2024	OLD CITY HALL GARAGE DOO	10-337-105-41500	425.00
INDEPENDENT DOOR & GATE	INDEPENDENT DOOR & GATE	09/03/2024	NEW DOOR PANEL BOTTOM S	10-337-101-41500	2,291.46
INDEPENDENT DOOR & GATE	INDEPENDENT DOOR & GATE	09/17/2024	KEYPAD INSTALLATION AT PUB	10-337-101-41500	615.64
Purchased From Vendor INDEPENDENT DOOR & GATE OF MO, LLC Total:					3,332.10
Purchased From Vendor: JACKSON LEWIS P.C.					
JACKSON LEWIS P.C.	JACKSON LEWIS P.C.	09/03/2024	LABOR RELATIONS ADVICE AN	10-224-000-20300	209.25
JACKSON LEWIS P.C.	JACKSON LEWIS P.C.	09/03/2024	LABOR RELATIONS ADVICE AN	10-226-000-20300	1,046.25
JACKSON LEWIS P.C.	JACKSON LEWIS P.C.	09/03/2024	LEGAL SERVICES/ JULY 2024	10-226-000-20300	3,502.95
Purchased From Vendor JACKSON LEWIS P.C. Total:					4,758.45
Purchased From Vendor: JOHNSON'S CONSTRUCTION LLC					
JOHNSON'S CONSTRUCTION L	JOHNSON'S CONSTRUCTION L	09/17/2024	OLD COURTROOM PAINT & R	21-039-000-53000	4,316.00
Purchased From Vendor JOHNSON'S CONSTRUCTION LLC Total:					4,316.00
Purchased From Vendor: K & G STRIPING, INC					
K & G STRIPING, INC	K & G STRIPING, INC	09/17/2024	MONTEBELLA ROUNDABOUT	21-025-000-53000	4,100.00
Purchased From Vendor K & G STRIPING, INC Total:					4,100.00
Purchased From Vendor: Kansas City Area Transportation Authority					
Kansas City Area Transportati	Kansas City Area Transportati	09/03/2024	IRIS Service- September 2024	10-112-000-22700	7,000.00
Kansas City Area Transportati	Kansas City Area Transportati	09/17/2024	IRIS Service - OCTOBER 2024	10-112-000-22700	7,000.00
Purchased From Vendor Kansas City Area Transportation Authority Total:					14,000.00
Purchased From Vendor: KANSAS PAYMENT CENTER					
KANSAS PAYMENT CENTER	KANSAS PAYMENT CENTER	09/06/2024	Child Support - Kansas	10-20005	507.69
Purchased From Vendor KANSAS PAYMENT CENTER Total:					507.69
Purchased From Vendor: KCMO CITY TREASURER					
KCMO CITY TREASURER	KCMO CITY TREASURER	09/06/2024	KCMO Withholdings	10-20002	1,087.00
Purchased From Vendor KCMO CITY TREASURER Total:					1,087.00
Purchased From Vendor: KIP KIESO POLYGRAPH SERVICES					
KIP KIESO POLYGRAPH SERVIC	KIP KIESO POLYGRAPH SERVIC	09/17/2024	PRE EMPLOYMENT SCREENIN	10-115-000-30800	400.00
Purchased From Vendor KIP KIESO POLYGRAPH SERVICES Total:					400.00
Purchased From Vendor: LEIBRANDS RIVERSIDE AUTO					
LEIBRANDS RIVERSIDE AUTO	LEIBRANDS RIVERSIDE AUTO	09/17/2024	VEHICLE MAINT/ LUBE, OIL &	10-221-000-41000	233.45
LEIBRANDS RIVERSIDE AUTO	LEIBRANDS RIVERSIDE AUTO	09/17/2024	VEHICLE 92 MAINT/ LUBE, OIL	10-221-000-41000	111.90
LEIBRANDS RIVERSIDE AUTO	LEIBRANDS RIVERSIDE AUTO	09/17/2024	VEHICLE 97 MAINT/ MO INSP	10-221-000-41000	12.00
LEIBRANDS RIVERSIDE AUTO	LEIBRANDS RIVERSIDE AUTO	09/17/2024	VEHICLE 112 MAINT/RF TIRE	10-221-000-41000	15.95
LEIBRANDS RIVERSIDE AUTO	LEIBRANDS RIVERSIDE AUTO	09/17/2024	VEHICLE 104 MAINT LUBE, OI	10-221-000-41000	656.19
Purchased From Vendor LEIBRANDS RIVERSIDE AUTO Total:					1,029.49
Purchased From Vendor: LOGO U UP, LLC					
LOGO U UP, LLC	LOGO U UP, LLC	09/03/2024	STAFF SHIRTS	10-226-000-56000	180.00
LOGO U UP, LLC	LOGO U UP, LLC	09/17/2024	LOGOS FOR POLICE FALL INTE	10-224-000-22900	65.00
LOGO U UP, LLC	LOGO U UP, LLC	09/17/2024	VELCRO	10-221-000-56000	90.00
Purchased From Vendor LOGO U UP, LLC Total:					335.00
Purchased From Vendor: LOOMIS ARMORED US, LLC					
LOOMIS ARMORED US, LLC	LOOMIS ARMORED US, LLC	09/17/2024	ARMORED CAR SERVICE SEPT	10-112-000-43800	189.56
Purchased From Vendor LOOMIS ARMORED US, LLC Total:					189.56
Purchased From Vendor: MAX10 MO LLC					
MAX10 MO LLC	MAX10 MO LLC	09/17/2024	JANITORIAL SERVICE COMM C	10-337-104-44203	1,435.00
MAX10 MO LLC	MAX10 MO LLC	09/17/2024	JANITORIAL SERVICE CITY HAL	10-337-102-44200	1,430.00
MAX10 MO LLC	MAX10 MO LLC	09/17/2024	JANITORIAL SERVICE PUBLIC	10-337-102-44200	260.00

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Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
MAX10 MO LLC	MAX10 MO LLC	09/17/2024	JANITORIAL SERVICE PUBLIC S	10-337-103-44200	2,000.00
Purchased From Vendor MAX10 MO LLC Total:					5,125.00
Purchased From Vendor: MCCLURE ENGINEERING					
MCCLURE ENGINEERING	MCCLURE ENGINEERING	09/17/2024	RIVERWAY BLVD-SERVICES TH	21-085-000-53000	72,969.13
Purchased From Vendor MCCLURE ENGINEERING Total:					72,969.13
Purchased From Vendor: MCQUEEN, STEVEN					
MCQUEEN, STEVEN	MCQUEEN, STEVEN	09/11/2024	PROPERTY SIEZURE 3/1/21 - 2	10-20012	3,516.63
Purchased From Vendor MCQUEEN, STEVEN Total:					3,516.63
Purchased From Vendor: MINNESOTA CHILD SUPPORT PAYMENT CENTER					
MINNESOTA CHILD SUPPORT	MINNESOTA CHILD SUPPORT	09/06/2024	Child Support - Minnesota	10-20005	356.71
Purchased From Vendor MINNESOTA CHILD SUPPORT PAYMENT CENTER Total:					356.71
Purchased From Vendor: Mission 457 (was ICMA)					
Mission 457 (was ICMA)	Mission 457 (was ICMA)	09/06/2024	457 AMT/ PAYROLL DEDUCTIO	10-20006	2,575.00
Mission 457 (was ICMA)	Mission 457 (was ICMA)	09/06/2024	457 LOAN / PAYROLL DEDUCTI	10-20006	60.99
Mission 457 (was ICMA)	Mission 457 (was ICMA)	09/06/2024	457 PERCENT/ PAYROLL DEDU	10-20006	753.98
Mission 457 (was ICMA)	Mission 457 (was ICMA)	09/06/2024	IRA ROTH AMT/ PAYROLL DED	10-20006	200.00
Mission 457 (was ICMA)	Mission 457 (was ICMA)	09/06/2024	IRA ROTH PERCENT/ PAYROLL	10-20006	226.69
Purchased From Vendor Mission 457 (was ICMA) Total:					3,816.66
Purchased From Vendor: MISSOURI DEPARTMENT OF REVENUE					
MISSOURI DEPARTMENT OF R	MISSOURI DEPARTMENT OF R	09/06/2024	State Income Tax Withholding	10-20002	9,914.00
Purchased From Vendor MISSOURI DEPARTMENT OF REVENUE Total:					9,914.00
Purchased From Vendor: MISSOURI INTERGOVERNMENTAL RISK MANAGEMENT ASSOCIATION					
MISSOURI INTERGOVERNME	MISSOURI INTERGOVERNME	09/17/2024	POLICE SEMINAR REGISTRATI	10-221-000-36400	170.00
Purchased From Vendor MISSOURI INTERGOVERNMENTAL RISK MANAGEMENT ASSOCIATION Total:					170.00
Purchased From Vendor: MISSOURI LOCAL GOVERNMENT					
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS FIRE Retirement	10-226-000-18000	666.96
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS FIRE Retirement	10-226-000-18000	658.24
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS FIRE Retirement	10-226-000-18000	878.17
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS FIRE Retirement	10-226-000-18000	536.93
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS FIRE Retirement	10-226-000-18000	659.31
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS FIRE Retirement	10-226-000-18000	530.57
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS FIRE Retirement	10-226-000-18000	433.14
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS FIRE Retirement	10-226-000-18000	497.26
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS FIRE Retirement	10-226-000-18000	310.35
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS FIRE Retirement	10-226-000-18000	432.17
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS FIRE Retirement	10-226-000-18000	395.85
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS FIRE Retirement	10-226-000-18000	503.38
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS FIRE Retirement	10-226-000-18000	299.94
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS FIRE Retirement	10-226-000-18000	512.71
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS FIRE Retirement	10-226-000-18000	359.41
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS FIRE Retirement	10-226-000-18000	459.07
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS GEN Retirement	10-224-000-18000	369.50
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS GEN Retirement	10-331-000-18000	339.78
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS GEN Retirement	10-331-000-18000	492.90
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS GEN Retirement	10-341-000-18000	512.05
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS GEN Retirement	10-819-000-18000	454.59
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS GEN Retirement	10-216-000-18000	537.17
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS GEN Retirement	10-223-000-18000	372.64
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS GEN Retirement	10-819-000-18000	968.17
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS GEN Retirement	10-331-000-18000	843.59
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS GEN Retirement	10-819-000-18000	367.49
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS GEN Retirement	10-332-000-18000	858.61
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS GEN Retirement	10-112-000-18000	570.60
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS GEN Retirement	10-223-000-18000	393.63
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS GEN Retirement	10-223-000-18000	342.56
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS GEN Retirement	10-331-000-18000	331.83
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS GEN Retirement	10-223-000-18000	447.79
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/09/2024	LAGERS GEN Retirement	10-819-000-18000	402.94

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Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS FIRE Retirement	10-226-000-18000	362.13
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS FIRE Retirement	10-226-000-18000	445.64
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS FIRE Retirement	10-226-000-18000	602.75
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS FIRE Retirement	10-226-000-18000	346.09
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-224-000-18000	371.69
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-331-000-18000	327.50
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-331-000-18000	492.90
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-341-000-18000	496.95
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-819-000-18000	431.94
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-216-000-18000	572.26
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-223-000-18000	372.64
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-819-000-18000	945.52
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-331-000-18000	843.59
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-819-000-18000	367.49
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-332-000-18000	843.51
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-112-000-18000	566.83
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-223-000-18000	410.14
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-223-000-18000	353.26
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-331-000-18000	307.60
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-223-000-18000	444.02
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-819-000-18000	319.21
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-332-000-18000	650.69
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-331-000-18000	302.25
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-112-000-18000	1,116.66
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-112-000-18000	787.30
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-819-000-18000	558.51
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-331-000-18000	314.34
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-112-000-18000	689.73
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-331-000-18000	285.82
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-331-000-18000	293.15
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-112-000-18000	842.11
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-223-000-18000	335.38
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-223-000-18000	325.69
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-223-000-18000	392.93
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-223-000-18000	319.05
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-112-000-18000	367.90
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-223-000-18000	396.22
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-331-000-18000	98.54
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-223-000-18000	422.11
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS GEN Retirement	10-112-000-18000	345.35
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-224-000-18000	1,393.46
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	1,259.55
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	1,161.21
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	1,179.06
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	791.13
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	1,408.66
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	952.61
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	1,146.60
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	780.36
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	839.11
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	774.99
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	945.42
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	962.72
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	935.93
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	650.56
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	1,126.86
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	731.39
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	775.26
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	797.76
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	690.06

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Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	670.04
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	597.50
MISSOURI LOCAL GOVERNME	MISSOURI LOCAL GOVERNME	08/23/2024	LAGERS PD Retirement	10-221-000-18000	610.32
Purchased From Vendor MISSOURI LOCAL GOVERNMENT Total:					91,867.76
Purchased From Vendor: MISSOURI ONE CALL SYSTEM, INC					
MISSOURI ONE CALL SYSTEM,	MISSOURI ONE CALL SYSTEM,	09/17/2024	LOCATE FEES (151) / AUGUST	10-331-000-21306	203.85
Purchased From Vendor MISSOURI ONE CALL SYSTEM, INC Total:					203.85
Purchased From Vendor: MOTOROLA SOLUTIONS, INC					
MOTOROLA SOLUTIONS, INC	MOTOROLA SOLUTIONS, INC	09/17/2024	VIDEOMANAGER CLOUD STO	10-221-000-40700	573.63
Purchased From Vendor MOTOROLA SOLUTIONS, INC Total:					573.63
Purchased From Vendor: MUNICIPAL EMERGENCY SERVICES, INC					
MUNICIPAL EMERGENCY SER	MUNICIPAL EMERGENCY SER	09/03/2024	DETACHABLE NAME PLATE	10-226-000-56002	30.50
MUNICIPAL EMERGENCY SER	MUNICIPAL EMERGENCY SER	09/03/2024	FIREDEX PARTS	10-226-000-56002	40.00
MUNICIPAL EMERGENCY SER	MUNICIPAL EMERGENCY SER	09/03/2024	CUSTOM SEWN LETTER & NA	10-226-000-56002	89.00
Purchased From Vendor MUNICIPAL EMERGENCY SERVICES, INC Total:					159.50
Purchased From Vendor: MYER, DANIEL					
MYER, DANIEL	MYER, DANIEL	09/03/2024	Travel-9/22-9/27/24 - 2024 A	10-221-000-36000	83.75
Purchased From Vendor MYER, DANIEL Total:					83.75
Purchased From Vendor: Pacific Life & Annuity Company					
Pacific Life & Annuity Compan	Pacific Life & Annuity Compan	09/06/2024	Dental Insurance	10-112-000-19100	194.61
Pacific Life & Annuity Compan	Pacific Life & Annuity Compan	09/06/2024	Dental Insurance	10-216-000-19100	11.19
Pacific Life & Annuity Compan	Pacific Life & Annuity Compan	09/06/2024	Dental Insurance	10-221-000-19100	640.10
Pacific Life & Annuity Compan	Pacific Life & Annuity Compan	09/06/2024	Dental Insurance	10-223-000-19100	158.97
Pacific Life & Annuity Compan	Pacific Life & Annuity Compan	09/06/2024	Dental Insurance	10-224-000-19100	72.46
Pacific Life & Annuity Compan	Pacific Life & Annuity Compan	09/06/2024	Dental Insurance	10-226-000-19100	528.81
Pacific Life & Annuity Compan	Pacific Life & Annuity Compan	09/06/2024	Dental Insurance	10-331-000-19100	111.78
Pacific Life & Annuity Compan	Pacific Life & Annuity Compan	09/06/2024	Dental Insurance	10-332-000-19100	65.49
Pacific Life & Annuity Compan	Pacific Life & Annuity Compan	09/06/2024	Dental Insurance	10-341-000-19100	11.19
Pacific Life & Annuity Compan	Pacific Life & Annuity Compan	09/06/2024	Dental Insurance	10-819-000-19100	157.71
Pacific Life & Annuity Compan	Pacific Life & Annuity Compan	09/06/2024	Vision Insurance	10-112-000-19300	28.18
Pacific Life & Annuity Compan	Pacific Life & Annuity Compan	09/06/2024	Vision Insurance	10-216-000-19300	3.38
Pacific Life & Annuity Compan	Pacific Life & Annuity Compan	09/06/2024	Vision Insurance	10-221-000-19300	151.16
Pacific Life & Annuity Compan	Pacific Life & Annuity Compan	09/06/2024	Vision Insurance	10-223-000-19300	43.24
Pacific Life & Annuity Compan	Pacific Life & Annuity Compan	09/06/2024	Vision Insurance	10-224-000-19300	7.50
Pacific Life & Annuity Compan	Pacific Life & Annuity Compan	09/06/2024	Vision Insurance	10-226-000-19300	111.80
Pacific Life & Annuity Compan	Pacific Life & Annuity Compan	09/06/2024	Vision Insurance	10-331-000-19300	30.78
Pacific Life & Annuity Compan	Pacific Life & Annuity Compan	09/06/2024	Vision Insurance	10-332-000-19300	13.93
Pacific Life & Annuity Compan	Pacific Life & Annuity Compan	09/06/2024	Vision Insurance	10-341-000-19300	3.38
Pacific Life & Annuity Compan	Pacific Life & Annuity Compan	09/06/2024	Vision Insurance	10-819-000-19300	40.27
Purchased From Vendor Pacific Life & Annuity Company Total:					2,385.93
Purchased From Vendor: PATEK & ASSOCIATES LLC					
PATEK & ASSOCIATES LLC	PATEK & ASSOCIATES LLC	09/17/2024	CONSULTING SERVICES - FEBR	10-112-000-21300	3,500.00
Purchased From Vendor PATEK & ASSOCIATES LLC Total:					3,500.00
Purchased From Vendor: PROPRINT DIGITAL					
PROPRINT DIGITAL	PROPRINT DIGITAL	09/03/2024	LOCKER MAGNET NAMEPLATE	10-221-000-44512	38.33
PROPRINT DIGITAL	PROPRINT DIGITAL	09/17/2024	LOCKER MAGNETS (WAGNER	21-039-000-53000	38.33
Purchased From Vendor PROPRINT DIGITAL Total:					76.66
Purchased From Vendor: Q4 INDUSTRIES, LLC					
Q4 INDUSTRIES, LLC	Q4 INDUSTRIES, LLC	09/17/2024	JANITORIAL SUPPLIES	10-331-000-51011	2,132.65
Purchased From Vendor Q4 INDUSTRIES, LLC Total:					2,132.65
Purchased From Vendor: RDG PLANNING & DESIGN, INC					
RDG PLANNING & DESIGN, IN	RDG PLANNING & DESIGN, IN	09/17/2024	COMPREHENSIVE PLAN THRO	21-077-000-51000	11,000.00
Purchased From Vendor RDG PLANNING & DESIGN, INC Total:					11,000.00
Purchased From Vendor: RECON ROBOTICS, INC					
RECON ROBOTICS, INC	RECON ROBOTICS, INC	08/23/2024	Throw Bot	31-221-000-65000	17,090.00
Purchased From Vendor RECON ROBOTICS, INC Total:					17,090.00

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Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: RELIANCE STANDARD LIFE INSURANCE COMPANY					
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	Accident Insurance	10-20013	307.50
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	Critical Illness Insurance	10-20013	354.45
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	HOSPITAL	10-20011	99.42
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	Group Term Life	10-112-000-19200	26.25
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	Group Term Life	10-216-000-19200	3.75
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	Group Term Life	10-221-000-19200	85.80
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	Group Term Life	10-223-000-19200	41.25
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	Group Term Life	10-224-000-19200	7.95
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	Group Term Life	10-226-000-19200	60.00
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	Group Term Life	10-331-000-19200	28.69
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	Group Term Life	10-332-000-19200	7.50
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	Group Term Life	10-341-000-19200	2.44
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	Group Term Life	10-819-000-19200	18.75
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	Voluntary Term Life	10-112-000-19200	59.83
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	Voluntary Term Life	10-221-000-19200	193.45
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	Voluntary Term Life	10-223-000-19200	50.71
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	Voluntary Term Life	10-224-000-19200	48.96
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	Voluntary Term Life	10-226-000-19200	194.01
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	Voluntary Term Life	10-331-000-19200	54.04
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	Voluntary Term Life	10-819-000-19200	32.16
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	LTD	10-112-000-19400	176.28
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	LTD	10-221-000-19400	422.73
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	LTD	10-223-000-19400	94.41
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	LTD	10-224-000-19400	33.51
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	LTD	10-226-000-19400	266.58
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	LTD	10-331-000-19400	136.55
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	LTD	10-332-000-19400	31.51
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	LTD	10-819-000-19400	31.51
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	STD	10-112-000-19450	99.45
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	STD	10-216-000-19450	15.50
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	STD	10-221-000-19450	318.96
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	STD	10-223-000-19450	113.61
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	STD	10-224-000-19450	28.18
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	STD	10-226-000-19450	206.11
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	STD	10-331-000-19450	87.06
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	STD	10-332-000-19450	31.00
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	STD	10-341-000-19450	15.31
RELIANCE STANDARD LIFE INS	RELIANCE STANDARD LIFE INS	09/06/2024	STD	10-819-000-19450	65.45
Purchased From Vendor RELIANCE STANDARD LIFE INSURANCE COMPANY Total:					3,850.62
Purchased From Vendor: ROCKRIDGE QUARRY					
ROCKRIDGE QUARRY	ROCKRIDGE QUARRY	09/03/2024	YARD WASTE DISPOSAL 8/13/	10-331-000-26100	280.00
ROCKRIDGE QUARRY	ROCKRIDGE QUARRY	09/17/2024	YARD WASTE DISPOSAL 8/29/	10-331-000-26100	308.00
Purchased From Vendor ROCKRIDGE QUARRY Total:					588.00
Purchased From Vendor: ROYAL CONSTRUCTION SERVICES					
ROYAL CONSTRUCTION SERVI	ROYAL CONSTRUCTION SERVI	09/03/2024	POOL AND RESTROOM IMPR	21-087-000-53000	86,225.72
Purchased From Vendor ROYAL CONSTRUCTION SERVICES Total:					86,225.72
Purchased From Vendor: RUBINBROWN LLP					
RUBINBROWN LLP	RUBINBROWN LLP	09/17/2024	ACCOUNTING CONSULTANT S	10-112-000-20500	350.00
Purchased From Vendor RUBINBROWN LLP Total:					350.00
Purchased From Vendor: SENTINEL EMERGENCY SOLUTIONS					
SENTINEL EMERGENCY SOLUT	SENTINEL EMERGENCY SOLUT	09/17/2024	STORZ PRO SERIES ADAPTER	10-226-000-40001	1,200.00
Purchased From Vendor SENTINEL EMERGENCY SOLUTIONS Total:					1,200.00
Purchased From Vendor: SFS Architecture, Inc.					
SFS Architecture, Inc.	SFS Architecture, Inc.	09/03/2024	PROJECT# 231191- CITY HALL	21-039-000-53000	5,471.00
Purchased From Vendor SFS Architecture, Inc. Total:					5,471.00

Expense Approval Report

Payment Dates: 9/4/2024 - 9/17/2024

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: SMITH, DANIEL					
SMITH, DANIEL	SMITH, DANIEL	09/03/2024	BAND/SENIOR DANCE ON 9/1	10-341-100-44522	500.00
Purchased From Vendor SMITH, DANIEL Total:					500.00
Purchased From Vendor: SNYDER & ASSOCIATES					
SNYDER & ASSOCIATES	SNYDER & ASSOCIATES	09/17/2024	LINE CREEK TRAIL EASEMENT	21-081-000-51000	566.50
Purchased From Vendor SNYDER & ASSOCIATES Total:					566.50
Purchased From Vendor: SONTIQ INC					
SONTIQ INC	SONTIQ INC	09/06/2024	ID THEFT	10-20004	142.75
Purchased From Vendor SONTIQ INC Total:					142.75
Purchased From Vendor: SUNSET LAW ENFORCEMENT, LLC					
SUNSET LAW ENFORCEMENT,	SUNSET LAW ENFORCEMENT,	08/23/2024	patrol rifle sound and flash re	31-221-000-65000	11,398.80
Purchased From Vendor SUNSET LAW ENFORCEMENT, LLC Total:					11,398.80
Purchased From Vendor: SYNERGY SERVICES, INC					
SYNERGY SERVICES, INC	SYNERGY SERVICES, INC	09/17/2024	DOMESTIC VIOLENCE PAYME	10-20504	688.00
Purchased From Vendor SYNERGY SERVICES, INC Total:					688.00
Purchased From Vendor: TAYLORMADE CO					
TAYLORMADE CO	TAYLORMADE CO	09/03/2024	PLAYGROUND RESURFACING	21-025-000-53000	71,992.72
Purchased From Vendor TAYLORMADE CO Total:					71,992.72
Purchased From Vendor: THOROUGHFBRED FORD, INC					
THOROUGHFBRED FORD, INC	THOROUGHFBRED FORD, INC	09/17/2024	VEHICLE 93	10-331-000-41000	47.20
Purchased From Vendor THOROUGHFBRED FORD, INC Total:					47.20
Purchased From Vendor: UMB BANK, N.A.					
UMB BANK, N.A.	UMB BANK, N.A.	09/06/2024	HSA EE	10-20009	4,317.52
Purchased From Vendor UMB BANK, N.A. Total:					4,317.52
Purchased From Vendor: WATERS EDGE AQUATIC DESIGN, LLC					
WATERS EDGE AQUATIC DESI	WATERS EDGE AQUATIC DESI	09/03/2024	21-529 POOL IMPORVEMENT	21-087-000-53000	9,165.00
Purchased From Vendor WATERS EDGE AQUATIC DESIGN, LLC Total:					9,165.00
Purchased From Vendor: WILLIAMS & CAMPO, P.C.					
WILLIAMS & CAMPO, P.C.	WILLIAMS & CAMPO, P.C.	09/17/2024	LEGAL SERVICES - AUGUST 20	10-112-000-20300	6,738.00
Purchased From Vendor WILLIAMS & CAMPO, P.C. Total:					6,738.00
Grand Total:					768,650.80



Expense Approval Report By Purchased From Vendor

Post Dates 9/6/2024 - 9/6/2024

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: FOP LODGE 50 - UNION DUES					
FOP LODGE 50 - UNION DUES	FOP LODGE 50 - UNION DUES	09/06/2024	POLICE UNION DUES	10-20510	431.46
			Purchased From Vendor FOP LODGE 50 - UNION DUES Total:		431.46
Purchased From Vendor: IAFF LOCAL 42 - UNION DUES					
IAFF LOCAL 42 - UNION DUES	IAFF LOCAL 42 - UNION DUES	09/06/2024	UNION DUES FT	10-20510	715.78
IAFF LOCAL 42 - UNION DUES	IAFF LOCAL 42 - UNION DUES	09/06/2024	UNION DUES PT	10-20510	72.87
			Purchased From Vendor IAFF LOCAL 42 - UNION DUES Total:		788.65
			Grand Total:		1,220.11

Bank Transaction Report

Transaction Detail

Issued Date Range: 08/26/2024 - 09/13/2024

Cleared Date Range: -

RIVERSIDE\COMPADMIN



Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Bank Account: 99-10005 - Pooled Cash - USB							
08/28/2024		DFT0011655	CARD SERVICES	Accounts Payable	Outstanding	Bank Draft	-92,556.49
09/06/2024		DFT0011656	Mission 457 (was ICMA)	Accounts Payable	Outstanding	Bank Draft	-2,575.00
09/06/2024		DFT0011657	Mission 457 (was ICMA)	Accounts Payable	Outstanding	Bank Draft	-60.99
09/06/2024		DFT0011658	Mission 457 (was ICMA)	Accounts Payable	Outstanding	Bank Draft	-753.98
09/06/2024		DFT0011659	UMB BANK, N.A.	Accounts Payable	Outstanding	Bank Draft	-4,317.52
09/06/2024		DFT0011660	Mission 457 (was ICMA)	Accounts Payable	Outstanding	Bank Draft	-200.00
09/06/2024		DFT0011661	Mission 457 (was ICMA)	Accounts Payable	Outstanding	Bank Draft	-226.69
09/06/2024		DFT0011663	KANSAS PAYMENT CENTER	Accounts Payable	Outstanding	Bank Draft	-507.69
09/06/2024		DFT0011664	MINNESOTA CHILD SUPPORT PAYMENT CENTER	Accounts Payable	Outstanding	Bank Draft	-356.71
09/06/2024		DFT0011739	MISSOURI DEPARTMENT OF REVENUE	Accounts Payable	Outstanding	Bank Draft	-9,914.00
09/06/2024		DFT0011740	KCMO CITY TREASURER	Accounts Payable	Outstanding	Bank Draft	-1,087.00
09/06/2024		DFT0011741	DEPARTMENT OF THE TREASURY	Accounts Payable	Outstanding	Bank Draft	-33,391.20
09/06/2024		DFT0011742	DEPARTMENT OF THE TREASURY	Accounts Payable	Outstanding	Bank Draft	-7,809.28
09/06/2024		DFT0011743	DEPARTMENT OF THE TREASURY	Accounts Payable	Outstanding	Bank Draft	-29,764.53
09/12/2024		DFT0011478	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-666.96
09/12/2024		DFT0011479	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-658.24
09/12/2024		DFT0011480	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-878.17
09/12/2024		DFT0011481	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-536.93
09/12/2024		DFT0011482	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-659.31
09/12/2024		DFT0011483	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-530.57
09/12/2024		DFT0011484	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-433.14
09/12/2024		DFT0011485	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-497.26
09/12/2024		DFT0011486	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-310.35
09/12/2024		DFT0011487	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-432.17
09/12/2024		DFT0011488	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-395.85
09/12/2024		DFT0011489	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-503.38
09/12/2024		DFT0011490	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-299.94
09/12/2024		DFT0011491	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-512.71
09/12/2024		DFT0011492	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-359.41
09/12/2024		DFT0011493	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-459.07
09/12/2024		DFT0011494	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-369.50
09/12/2024		DFT0011495	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-339.78
09/12/2024		DFT0011496	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-492.90
09/12/2024		DFT0011497	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-512.05
09/12/2024		DFT0011498	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-454.59
09/12/2024		DFT0011499	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-537.17

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
09/12/2024		DFT0011500	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-372.64
09/12/2024		DFT0011501	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-968.17
09/12/2024		DFT0011502	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-843.59
09/12/2024		DFT0011503	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-367.49
09/12/2024		DFT0011504	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-858.61
09/12/2024		DFT0011505	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-570.60
09/12/2024		DFT0011506	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-393.63
09/12/2024		DFT0011507	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-342.56
09/12/2024		DFT0011508	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-331.83
09/12/2024		DFT0011509	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-447.79
09/12/2024		DFT0011510	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-402.94
09/12/2024		DFT0011511	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-673.34
09/12/2024		DFT0011512	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-302.25
09/12/2024		DFT0011513	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,139.31
09/12/2024		DFT0011514	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-809.95
09/12/2024		DFT0011515	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-566.06
09/12/2024		DFT0011516	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-314.34
09/12/2024		DFT0011517	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-689.73
09/12/2024		DFT0011518	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-285.82
09/12/2024		DFT0011519	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-293.15
09/12/2024		DFT0011520	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-864.76
09/12/2024		DFT0011521	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-374.96
09/12/2024		DFT0011522	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-325.69
09/12/2024		DFT0011523	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-352.20
09/12/2024		DFT0011524	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-334.15
09/12/2024		DFT0011525	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-367.90
09/12/2024		DFT0011526	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-302.99
09/12/2024		DFT0011527	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-271.56
09/12/2024		DFT0011528	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-340.09
09/12/2024		DFT0011529	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-241.75
09/12/2024		DFT0011530	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,417.35
09/12/2024		DFT0011531	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,185.11
09/12/2024		DFT0011532	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,197.06
09/12/2024		DFT0011533	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,058.87
09/12/2024		DFT0011534	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-791.13
09/12/2024		DFT0011535	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,085.94
09/12/2024		DFT0011536	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-800.68
09/12/2024		DFT0011537	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-888.54
09/12/2024		DFT0011538	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-798.41
09/12/2024		DFT0011539	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-840.55
09/12/2024		DFT0011540	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-774.99
09/12/2024		DFT0011541	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-785.62
09/12/2024		DFT0011542	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-803.00

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
09/12/2024		DFT0011543	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-918.43
09/12/2024		DFT0011544	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-721.15
09/12/2024		DFT0011545	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-721.94
09/12/2024		DFT0011546	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-713.55
09/12/2024		DFT0011547	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-774.99
09/12/2024		DFT0011548	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-721.94
09/12/2024		DFT0011549	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-759.84
09/12/2024		DFT0011550	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-682.45
09/12/2024		DFT0011551	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-597.50
09/12/2024		DFT0011552	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-597.50
09/12/2024		DFT0011575	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-659.31
09/12/2024		DFT0011576	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-538.73
09/12/2024		DFT0011577	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-862.87
09/12/2024		DFT0011578	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-399.92
09/12/2024		DFT0011579	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-659.31
09/12/2024		DFT0011580	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-652.11
09/12/2024		DFT0011581	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-531.40
09/12/2024		DFT0011582	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-437.64
09/12/2024		DFT0011583	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-374.97
09/12/2024		DFT0011584	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-366.92
09/12/2024		DFT0011585	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-499.69
09/12/2024		DFT0011586	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-411.10
09/12/2024		DFT0011587	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-362.13
09/12/2024		DFT0011588	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-445.64
09/12/2024		DFT0011589	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-602.75
09/12/2024		DFT0011590	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-346.09
09/12/2024		DFT0011591	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-371.69
09/12/2024		DFT0011592	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-327.50
09/12/2024		DFT0011593	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-492.90
09/12/2024		DFT0011594	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-496.95
09/12/2024		DFT0011595	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-431.94
09/12/2024		DFT0011596	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-572.26
09/12/2024		DFT0011597	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-372.64
09/12/2024		DFT0011598	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-945.52
09/12/2024		DFT0011599	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-843.59
09/12/2024		DFT0011600	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-367.49
09/12/2024		DFT0011601	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-843.51
09/12/2024		DFT0011602	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-566.83
09/12/2024		DFT0011603	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-410.14
09/12/2024		DFT0011604	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-353.26
09/12/2024		DFT0011605	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-307.60
09/12/2024		DFT0011606	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-444.02
09/12/2024		DFT0011607	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-319.21

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
09/12/2024		DFT0011608	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-650.69
09/12/2024		DFT0011609	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-302.25
09/12/2024		DFT0011610	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,116.66
09/12/2024		DFT0011611	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-787.30
09/12/2024		DFT0011612	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-558.51
09/12/2024		DFT0011613	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-314.34
09/12/2024		DFT0011614	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-689.73
09/12/2024		DFT0011615	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-285.82
09/12/2024		DFT0011616	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-293.15
09/12/2024		DFT0011617	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-842.11
09/12/2024		DFT0011618	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-335.38
09/12/2024		DFT0011619	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-325.69
09/12/2024		DFT0011620	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-392.93
09/12/2024		DFT0011621	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-319.05
09/12/2024		DFT0011622	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-367.90
09/12/2024		DFT0011623	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-396.22
09/12/2024		DFT0011624	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-98.54
09/12/2024		DFT0011625	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-422.11
09/12/2024		DFT0011626	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-345.35
09/12/2024		DFT0011627	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,393.46
09/12/2024		DFT0011628	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,259.55
09/12/2024		DFT0011629	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,161.21
09/12/2024		DFT0011630	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,179.06
09/12/2024		DFT0011631	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-791.13
09/12/2024		DFT0011632	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,408.66
09/12/2024		DFT0011633	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-952.61
09/12/2024		DFT0011634	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,146.60
09/12/2024		DFT0011635	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-780.36
09/12/2024		DFT0011636	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-839.11
09/12/2024		DFT0011637	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-774.99
09/12/2024		DFT0011638	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-945.42
09/12/2024		DFT0011639	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-962.72
09/12/2024		DFT0011640	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-935.93
09/12/2024		DFT0011641	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-650.56
09/12/2024		DFT0011642	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,126.86
09/12/2024		DFT0011643	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-731.39
09/12/2024		DFT0011644	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-775.26
09/12/2024		DFT0011645	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-797.76
09/12/2024		DFT0011646	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-690.06
09/12/2024		DFT0011647	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-670.04
09/12/2024		DFT0011648	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-597.50
09/12/2024		DFT0011649	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-610.32

Bank Transaction Report

Issued Date Range: -

-275,388.84

Bank Account 99-10005 Total: (164)

-275,388.84

Report Total: (164)

Summary

Bank Account	Count	Amount
99-10005 Pooled Cash - USB	164	-275,388.84
Report Total:	164	-275,388.84

Cash Account	Count	Amount
99-99-10005 Pooled Cash - USB	164	-275,388.84
Report Total:	164	-275,388.84

Transaction Type	Count	Amount
Bank Draft	164	-275,388.84
Report Total:	164	-275,388.84



RIVERSIDE\COMPADMIN

Detail Report Account Detail

Date Range: 07/01/2024 - 07/31/2024

Account	Post Date	Packet Number	Source Transaction	Description	Vendor	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Fund: 80 - Police Bond Fund										
80-10022						2,528.50	1,305.00	5,406.00	4,101.00	3,833.50
	07/31/2024	GLPKT09599	0743	Record cash received on bond		Project Account		Debits	Credits	Running Balance
	07/31/2024	GLPKT09599	0744	Record bond paid out				5,406.00	4,101.00	7,934.50
						Activity for July, 2024:		5,406.00	4,101.00	3,833.50
								4,101.00	4,101.00	1,305.00
Total Fund: 80 - Police Bond Fund:						2,528.50	1,305.00	5,406.00	4,101.00	3,833.50
Grand Totals:						2,528.50	1,305.00	5,406.00	4,101.00	3,833.50

RESOLUTION NO. R-2024-112

A RESOLUTION EXTENDING THE CITY OF RIVERSIDE VEHICLE TOWING AND STORAGE SERVICES TO GLAD RENTS, INC AND APPROVING EXECUTION OF A CONTRACT FOR 2024-2025 IN CONNECTION WITH THE PROVISION OF SUCH SERVICES

WHEREAS, the City of Riverside, Missouri pursuant to R-2022-109 approved a contract for vehicle towing and storage services; and

WHEREAS, pursuant to Resolution R-2022-109 such contract provides for the ability to extend such contract for three (3) additional one-year terms: and

WHEREAS, staff recommends the second year extension for 2024-2025 fiscal year with Glad Rents, Inc.; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into an agreement extension, the second of three, with Glad Rents, Inc. for vehicle towing and storage services for the City of Riverside;

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

THAT the contract for vehicle towing and storage service with Glad Rents, Inc be extended from October 1, 2024 thru Sept. 30, 2025, a one (1) year term, with the option to renew for up to one (1) additional one-year term; and

FURTHER THAT the Mayor, City Administrator, Police Chief, and other appropriate City officials are hereby authorized to execute an agreement in substantially the same form as attached hereto in Exhibit A, along with all other documents necessary to carry out the terms and conditions of such bid award and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen of the City of Riverside, Missouri, the 17th day of September 2024.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

CONTRACT

THIS SECOND CONTRACT EXTENSION is made and entered into by and between the City of Riverside, Missouri hereinafter called the "City", and Glad Rents, LLC, hereinafter called the "Company".

WHEREAS, City has caused to be prepared certain contract documents (comprised of Authorized Signature Page, Invitation for Bid, Terms and Conditions, Pricing, References and Experience, Personnel Qualifications, Equipment List, Federal Work Authorization Affidavit, and this Contract), said contract documents setting forth such equipment, labor and/or services to be furnished as therein fully described; and,

WHEREAS, Company did file with City its bid to furnish such equipment, labor and/or services, as specified; and,

WHEREAS, the said contract documents adequately and clearly describe the terms and conditions upon which the Company is to furnish such equipment, facilities, labor and/or services as specified;

IT IS THEREFORE AGREED AS FOLLOWS:

1. That a copy of said contract documents, attached hereto as Exhibit A, are incorporated herein, and that the same do in all particulars become the Contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said contract documents, and that the parties are bound thereby; and that the compensation to be paid Company is as set forth in the contract documents.
2. That this Contract shall be effective upon its execution by the parties and shall be valid for one year thereafter. The City reserves the right in its sole discretion to extend this Contract for one year at a time, up to three additional years.

IN WITNESS WHEREOF, both parties hereto have executed this Contract as of the date last executed by the parties.

Company:

By: _____

Name: _____

Title: _____

Dated: _____

CITY OF RIVERSIDE, MISSOURI:

By: _____

Name: Kathleen L. Rose

Title: Mayor

Dated: _____

ATTEST:

Robin Kincaid, City Clerk

COUNTERSIGNED BY CITY PURCHASING AGENT:

By: _____

Brian E. Koral, City Administrator

Dated: _____

EXHIBIT A

Authorized Signature Page, Invitation for Bid, Terms and Conditions, Pricing, References and Experience, Personnel Qualifications, Equipment List, Federal Work Authorization Affidavit, Certificate of Insurance

A RESOLUTION AWARDING THE BID FOR VEHICLE TOWING AND STORAGE SERVICES TO GLAD RENTS, INC.

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

THAT the Board of Aldermen hereby finds and determines that, pursuant to the Invitation to Bid, Glad Rents, Inc. is the lowest and best bidder; and

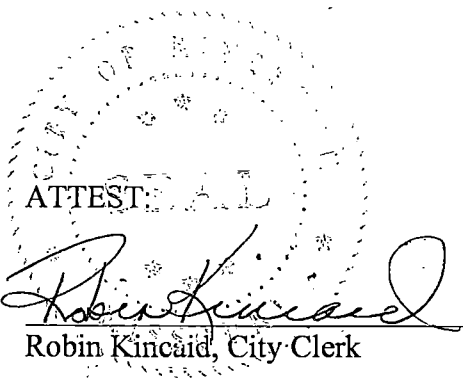
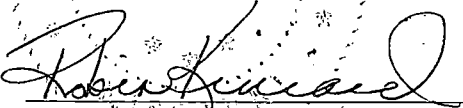
FURTHER THAT pursuant to City Code Section 135.070.B, the Board finds and determines that contracting with Glad Rents, Inc. would be in the best interest of the City because of its good performance history with the City; and


FURTHER THAT the Board awards the bid for Vehicle Towing and Storage Services to Glad Rents, Inc.; and

FURTHER THAT the Board approves the Contract with Glad Rents, Inc., in substantially the form attached hereto, and authorizes the Mayor to execute the Contract on behalf of the City; and

FURTHER THAT the Mayor, the City Administrator, Police Chief, 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 of the City of Riverside, Missouri, the 4th day of October 2022.

The seal of the City of Riverside, Missouri, is circular and features a central figure surrounded by the words "CITY OF RIVERSIDE" and "MISSOURI". The seal is partially obscured by the signature of Robin Kincaid.
ATTEST

Robin Kincaid, City Clerk


Mayor Kathleen L. Rose

CONTRACT

THIS CONTRACT is made and entered into by and between the City of Riverside, Missouri hereinafter called the "City", and Glad Rents, hereinafter called the "Company".

WHEREAS, City has caused to be prepared certain contract documents (comprised of Authorized Signature Page, Invitation for Bid, Terms and Conditions, Pricing, References and Experience, Personnel Qualifications, Equipment List, Federal Work Authorization Affidavit, and this Contract), said contract documents setting forth such equipment, labor and/or services to be furnished as therein fully described; and,

WHEREAS, Company did file with City its bid to furnish such equipment, labor and/or services, as specified; and,

WHEREAS, the said contract documents adequately and clearly describe the terms and conditions upon which the Company is to furnish such equipment, facilities, labor and/or services as specified;

IT IS THEREFORE AGREED AS FOLLOWS:

1. That a copy of said contract documents, attached hereto as Exhibit A, are incorporated herein, and that the same do in all particulars become the Contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said contract documents, and that the parties are bound thereby; and that the compensation to be paid Company is as set forth in the contract documents.
2. That this Contract shall be effective upon its execution by the parties and shall be valid for one year thereafter. The City reserves the right in its sole discretion to extend this Contract for one year at a time, up to three additional years.

IN WITNESS WHEREOF, both parties hereto have executed this Contract as of the date last executed by the parties.

Company:

By: _____

Name: _____

Title: _____

Dated: _____

CITY OF RIVERSIDE, MISSOURI:

By: Kathleen L. Rose

Name: Kathleen L. Rose

Title: Mayor

Dated: October 4, 2022

ATTEST:

Robin Kincaid

Robin Kincaid, City Clerk

COUNTERSIGNED BY CITY PURCHASING AGENT:

By: [Signature]

Brian E. Koral, City Administrator

Dated: 10/31/22

Company:

Glad Rents, Inc

By: Lind F. Kracht

Name: Linda F. Kracht

Title: President

Dated: 10-31-2022

CITY OF RIVERSIDE, MISSOURI:

By: Kathleen L. Rose

Name: Kathleen L. Rose

Title: Mayor

Dated: October 4, 2022

ATTEST:

Robin Kincaid

Robin Kincaid, City Clerk

COUNTERSIGNED BY CITY PURCHASING AGENT:

By: _____

Brian E. Koral, City Administrator

Dated: _____

EXHIBIT A

Authorized Signature Page, Invitation for Bid, Terms and Conditions, Pricing, References and Experience, Personnel Qualifications, Equipment List, Federal Work Authorization Affidavit, Certificate of Insurance

City of Riverside, Missouri

INVITATION FOR BID

City of Riverside will accept sealed bids from qualified persons or firms interested in providing the following:

VEHICLE TOWING AND STORAGE SERVICES

BIDS MUST BE RECEIVED BY AND WILL BE OPENED AT 10:00 AM CDT ON September 16, 2022.

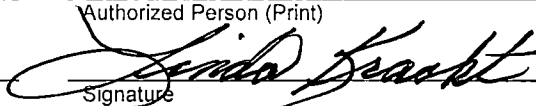
PLEASE MARK YOUR ENVELOPE "TOW CONTRACT SEALED BID" AND RETURN ONE (1) ORIGINAL AND THREE (3) COPIES to:

City of Riverside, Missouri
c/o City Clerk
2950 NW Vivion Road
Riverside, Missouri 64150

The City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein.

AUTHORIZED SIGNATURE PAGE

The undersigned certifies that he/she has the authority to bind this company in a Contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified herein or to offer a "no bid." Please type or print the information below.

Glad Rents Inc	Linda Kracht
Company Name	Authorized Person (Print)
6800 N Oak Tfwy	
Address	Signature
Clay , Missouri 64118	President
County/State/Zip	Title
816-436-0900 816-436-5812	8-31-2022 43-0961552
Telephone # Fax #	Date Tax ID #
linda@gladrentsinc.com	Corporation
E-mail	Entity Type (Corporation, LLC, Sole Proprietor, Partnership,)

SUBMISSION OF BIDS

Sealed bids will be received by the City of Riverside, Missouri ("City") until 10:00 am CDT on September 16, 2022. Bids will NOT be accepted after the date and time of closing under any circumstances.

E-mailed or faxed bids will not be considered. No Bidder may withdraw his bid for a period of forty (40) days after the date of opening bids.

Extra copies of this Invitation or Bid are available from the City Clerk.

The City reserves the right to award the contract by sections, to accept or reject any and all bids, to waive any technicalities or irregularities therein, to negotiate further with the selected bidder, to determine in its sole discretion the lowest and best bidder, and to award the contract on such basis.

EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the bid invitation's content must be requested in writing. City is under no obligation to notify prospective service providers of clarifications.

PURPOSE

The purpose of this bid is to obtain services for non-consensual tows by City.

BID AND CONTRACT DOCUMENTS:

The bid and Contract documents include:

- Invitation for Bid;
- Authorized Signature Page;
- Terms and Conditions;
- Certificate of Insurance;
- Pricing;
- References and Experience;
- Personnel Qualifications;
- Equipment List;
- Federal Work Authorization Affidavit;
- Contract.

INSTRUCTIONS

Bidders shall complete the Pricing, References and Experience, Personnel Qualifications, and Equipment List, and sign the Authorized Signature Page. Bidders shall also include proof of insurance and Federal Work Authorization Affidavit with the bid response.

TERMS AND CONDITIONS

CITY and COMPANY hereby agree to the following terms and conditions:

I. Definitions

- A. The "**City**" is Riverside, Missouri, and all of its Departments and Offices and employees, including the Police Department.
- B. The "**Company**" is mentioned as such (bidder, Bidder, Company) in the Contract and includes their designated representatives.
- C. A "**Police Ordered Tow**" is the towing of a motor vehicle or equipment ordered by the City Police Department for any of the following:
- Abandoned vehicles, including motor vehicles, trailers, all-terrain vehicles, boats, or vessels, which are subject to removal from both public or private property, whether operational or not.
 - Illegally parked vehicles.
 - Impounded vehicles.
 - Wrecked vehicles where the operator for whatever reason is not capable of requesting a tow service.
 - Tows where the service requested by the operator of the vehicle is unable to respond in a reasonable time period.
 - Any other tow ordered by the City or its Police Department not excepted by this Contract.
- D. A "**Non-Preference Tow**" is a non-Police Ordered Tow where the vehicle owner/operator, either acting through himself/herself or through the City, does not request service from a preferred tow service and, therefore, the Company is contacted for service as if it were a Police Ordered Tow.
- E. A "**Citizen Request Tow**" is a tow where a specific tow company is requested by a citizen to provide the required service, although the Police Department may be involved in placing the call for service.
- F. A "**Tow Ticket**" is a form approved by the City which records the type of tow and the amount charged for service by the Company.

II. Scope of Service.

- A. **Towing Services to be Performed.** The Company shall provide towing services pursuant to this Contract for the following tows:
1. Police Ordered Tows;
 2. Tows requested by City for city-owned vehicles or equipment (no charge if vehicle is located within 50 mile radius of City Hall);
 3. Non-preference tows.

The Police Department shall be responsible for identifying a tow as a Citizen Request Tow

or a Non-Preference Tow. If the Company is the preferred company as requested by a private citizen, the service provided is not covered by this Contract and is considered a Citizen Request Tow.

- B. **Payment.** The Company shall invoice the City monthly. The invoice shall be accompanied by copies of the Company's Tow Tickets, and shall contain, at a minimum, the following information: description of services; the type of tow; time it took to complete tow services (from the time Company receives call for tow services to the time the vehicle is delivered to the tow lot); and the amount charged for the service.

Payment will be processed within thirty days of receipt. City shall not be financially responsible to Company for Citizen Request Tows or non-preference tows. Rates shall be the same for Police Ordered Tows and Non-Preference Tows. All fees for a Citizen Request Tow shall be privately negotiated between the Company and the citizen. The Company is not required to apply the Contract pricing for a Citizen Request Tow.

- C. **Federal Work Authorization.** Pursuant to RSMo 285.530(1), by its sworn affidavit in substantially the form attached hereto and incorporated herein, Bidder hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

III. Towing and Storage Service Capabilities.

- A. **Availability and Response Times.** Company shall provide the City with a single telephone number and shall answer that number for the purpose of receiving requests for towing services, twenty four (24) hours per day, three hundred sixty five (365) days per year. Towing services must be available twenty four (24) hours per day, three hundred sixty five (365) days per year. Company shall respond to a request for towing services by the Police Department as quickly as possible and shall arrive at the location requested, provided the location is within the City limits, no later than thirty (30) minutes after receiving the call for service. Failure to respond within thirty (30) minutes may be excused by the City in its sole discretion.

In the event that Company fails to respond within thirty (30) minutes, the Police Department shall have the discretion of ordering a tow from a different company. The City shall provide Company documentation of the charges for towing services from the alternative Company. The Company shall reimburse the City for the difference between the Contract fees and the price charged by the alternate Company.

In the event of an emergency in which the Company is unable to handle the volume or the Police Department determines that it is necessary for the safety, health, or welfare of the general public to use an alternative means to remove vehicles outside of this Contract, the Police Department has the authority to do so. These circumstances may include multiple vehicle accidents occurring within the corporate City limits within a close time period but shall not be limited to this exception only. The Company is not responsible for reimbursing the City for the difference between the Contract fees and the price charged by the alternate Company, so long as the use of an alternate Company was not the result of the Company's failure to respond.

destinations as ordered by the Police Department.

2. Company shall clean up and remove from the roadway all debris associated with an incident that results in a tow as directed by the on scene officer. A specific time limit shall not apply for clean up activities, but the Company shall work expeditiously to clear the scene of debris. Company shall provide and supply all materials and equipment required to clean the scene from debris including, but not limited to, absorbing material, shovel, broom, etc.
3. Company agrees that the necessary time will be provided to the Police Department, and other law enforcement officers, to conduct required investigations of incidents involving vehicles prior to the towing of a vehicle. Waiting charges may be assessed only as specified in the Pricing section.

C. Reserved.

D. Equipment. Company shall submit a list of all equipment to be used under this Contract for approval by the City.

1. *Equipment.* Company shall maintain in good mechanical condition and shall have available twenty-four (24) hours per day, three hundred sixty five (365) days per year, the necessary equipment to adequately perform tow services including but not limited to:
 - (a) At least 2 Tow trucks; hauler, flatbed truck or rollback truck. The minimum acceptable size and capacity of the tow trucks is one (1) ton with a minimum boom of eight thousand (8,000) pounds with a constant pull winch with a minimum of three thousand (3,000) pounds.
 - (b) A reliable means of communication between the Company's office and each towing vehicle. Pagers and cellular phones are acceptable means of communication. Citizen band radios are not approved means of communication.
2. *Accessory Equipment.* Each vehicle maintained by Company shall be equipped with rotary flashing red or yellow beacon lights, emergency flashers, back-up lights, work lights, brooms, flares, and tarps or other protective material with adequate tie-downs for the protection of vehicles. All vehicles, with the exception of haulers, must be equipped with dollies.
3. *Equipment Identification.* All vehicles used to perform the services required by this contract shall be marked and identified with the name of the Company.
4. *Proper Licensing.* Company warrants that all vehicles utilized in carrying out the terms of this Contract are licensed to operate in Missouri, and that all applicable licenses will be acquired and maintained.

E. Tow Tickets. Company shall use Tow Tickets for all tows performed under this Contract and shall keep records of all services performed under this Contract. Each Tow Ticket shall set forth the charge made for towing service. All towing charges shall comply with the Pricing section.

F. Tow Truck Drivers. Company warrants that all tow truck drivers utilized in carrying out this Contract are competent and qualified to operate a tow truck in the State of Missouri, are trained in the use of towing equipment, and have a valid driver's license. The Company agrees that any of its tow truck drivers performing services under this Contract shall, prior to performing such services, submit a copy of his or her driver's license and submit to a background check in accordance with City Code Section 120.020. The Police Department reserves the right to reject any Company driver from performing services under this Contract if the driver does not possess the necessary valid driver's license or if the driver's background check reveals any felony conviction, a misdemeanor conviction involving violence, moral turpitude, weapons, or illegal use of any substance, or convicted or arrested for any other crime that, when considered with the duties and responsibilities of an operator, is considered by the Police Department to indicate that the best interests of the public are not served by granting the driver permission to perform duties under this Contract.

G. Storage.

1. Outside storage. The Company shall maintain a clean and orderly storage facility (lot or building) providing sufficient space for all vehicles towed by the Company. The storage facility shall be enclosed with substantial fencing capable of protecting stored vehicles and their contents from theft or vandalism. Gates and buildings shall be securely locked when not in use. The storage facility shall be sufficiently lighted to insure safe storage of vehicles. A sign shall be posted in a conspicuous place identifying the firm with a telephone number.
2. Inside storage. An inside storage area shall be provided. The inside storage area must be isolated from general access and provide insulation from contamination until a single vehicle has been inspected for evidence and released from isolation by a City representative. The inside storage area must be available for up to 96 consecutive hours for a vehicle and be protected against the elements, sources of contamination, and entry by unauthorized persons. The inside storage area must be served by electricity and heating.
3. Storage access. The Company will make the towed vehicle available for pickup and payment or access to essential belongings at any time within 24 hours after the vehicle has been towed and within 2 hours after the Company has been notified by the vehicle's responsible party of his or her intention to access the vehicle. After the first 24 hours, the vehicle may be accessed during the normal business hours of the Company, which shall at least include Monday thru Friday, 8:00 a.m. to 6:00 p.m.

IV. Insurance.

Insurance Coverage. Company must secure and maintain throughout the duration of this contract insurance of such types and in at least the amounts that are required herein. Company shall provide certificate(s) of insurance confirming the required protections and naming Riverside, Missouri as additional insured. The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to modification or cancellation of any policy listed on the certificate(s):

- (A) **GENERAL LIABILITY** Commercial General Liability Insurance: Bodily Injury or Death/Property Damage: \$1,000,000 occurrence/\$3,000,000 aggregate
- (B) **COMPREHENSIVE AUTOMOBILE AND TRUCK LIABILITY** (Owner—Leased—

Non-Owned & Hired) - Bodily Injury or Death / Property Damage- \$1,000,000 occurrence/\$3,000,000 aggregate.

(C) ON HOOK/CARGO

Minimum Limits: \$100,000

(D) GARAGEKEEPER'S LEGAL LIABILITY INSURANCE

Minimum Limits: \$100,000

(E) WORKER'S COMPENSATION

Limits: Statutory

Employer's Liability:

Bodily Injury by Accident: \$100,000 Each Accident
Bodily Injury by Disease: \$100,000 Each Employee
Bodily Injury by Disease: \$500,000 Policy Limit

V. Other Provisions

- A. **Compliance with Laws.** Company must have a current business license on file with the City. Company agrees to comply with all applicable federal and state laws and City Ordinances.
- B. **No Commissions.** Company represents and warrants that no arrangement has been made with any person or agency to solicit or secure this Contract for a gratuity, commission, percentage, brokerage or contingent fee in any form to any person except bona fide employees of Company.
- C. **Hold Harmless.** The Company shall indemnify, defend, become responsible for and forever save harmless the City, its boards, committees, commissions, appointed and elected officials, attorneys, insurers, agents, officers and employees from any and all liability, cost or expense, including reasonable attorneys' fees and costs of defense incurred by them:
1. For loss or damage to property of the Company, its officers, agents, employees, licensees, and invitees, pursuant to and or in performance of this contract or for injury to or death of any such employee, agent, licensee, or invitee, pursuant to and/or in performance of this contract; however arising; and
 2. Arising directly or indirectly from any act or omission of the Company, or any person acting on Company's behalf, done or claimed to have been done by virtue of or pursuant to this Contract.
 3. Company shall be fully liable to the City for the acts and omissions of any subcontractors or agents, and of any persons indirectly employed by them, the same as Company is for the acts and omissions of direct employees. Company shall cause appropriate provisions to be inserted in any subcontracts relative to the work to require compliance by each subcontractor with the provisions of this Contract.

- D. **Acts of God.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
- E. **Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Company, or in the event of breach of any of the terms hereof including the warranties of the Company, City may cancel this contract or affirm the contract and hold Company responsible in damages.
- F. **Interpretation.** This contract shall be construed according to the laws of the State of Missouri. Venue shall be in the Circuit Court of Platte County, Missouri.
- G. **Provisions required by law deemed inserted.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
- H. **Conflicts of Interest.** No salaried officer, elected officer, or employee of the City shall have a financial interest, direct or indirect, in this contract.
- I. **No Third-Party Benefit.** The provisions of this contract 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 contract.
- J. **Limitation on Subcontracting.** Company shall not subcontract, assign or transfer any interest in the work covered by this Contract except with the prior written consent of the City, provided however, that the prior written consent requirement shall not apply to exigent circumstances and situations that require services beyond the Company's contractual capacity. Subcontracting, assigning or transferring any interest, right or duty under this Contract shall not relieve Company of any duty or responsibility for work covered by this Contract.
- K. **Independent Bidder.** Company agrees that it is an independent Bidder under the terms of this Contract.
- L. **Contract Clarifications.** Any requests for clarification of the Contract by the Company shall be submitted in writing to the Police Department. The Police Department shall provide a written response within a reasonable amount of time.
- M. **Entire Contract.** This document, consisting of the Authorized Signature Page, Invitation for Bid, Terms and Conditions, Pricing, References and Experience, Personnel Qualifications, Equipment List, Federal Work Authorization Affidavit and the Contract, constitutes the entire Contract between the parties and any prior contracts, agreements, understandings, or other matters, whether oral or written, are of no further force or effect.
- N. **Reserved.**
- O. **Termination.** The City shall have the right at anytime by written notice to Company to

terminate and cancel this contract, with or without cause, for the convenience of the City, and Company shall immediately stop work. In such event City shall not be liable to Company except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Company for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Company.

- P. **Notice.** Any notice, approval or other communication between the City and the Company pursuant to this Contract shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by personal delivery, courier, reliable overnight delivery or deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Company.

To the City:

City of Riverside, Missouri
Attn: City Administrator
2950 NW Vivion Road
Riverside, Missouri 64150

To the Company:

_Glad Rents Inc.
_6800 N Oak Tfwy
_Gladstone, Missouri 64118

RESPONSE

<u>ITEM DESCRIPTION</u>	<u>AMOUNT</u>
1. Police Ordered Tow – auto, light truck	150.00
2. Police Ordered Tow – heavy truck (≥18,000 GVW)	350.00
3. Police Ordered Tow – motorcycle	150.00
4. Battery jump start	65.00
5. Change flat tire	65.00
6. Winching/extrication/Rollovers (per hour)	100.00 per hr
7. Extra Labor (per hour)	75.00 per hr
8. Storage per day	40.00
9. Evidence Storage Fee (Monthly, No charge to City if not impounded.)	0
10. City Vehicles, outside the fifty mile radius	100.00
11. City Vehicles inside the fifty mile radius	<u>No charge</u>
12. City Vehicle in excess of 18,000 GVW	350.00
13. Location of outside storage facility: 6800 N Oak Tfwy	
14. Location of inside storage facility: 6800 N Oak Tfwy	

REFERENCES AND EXPERIENCE

The bidder shall supply a minimum of three (3) references. One may be a character reference from an individual not related by blood or marriage to the bidder. At least two (2) references shall be from companies or individuals for which the Company has worked on a regular basis, preferably public entities. Experience and references provided by bidders shall be verified and will be a significant factor in the evaluation. Bidders are REQUIRED to provide the information below in FULL DETAIL. Attach a separate sheet of paper, if needed.

How many years has your firm been in business?

YEARS: 45

COMPANY NAME & ADDRESS	CONTACT NAME & PHONE NUMBER	DATE OF JOB:	DESCRIBE IN DETAIL THE SERVICES YOUR COMPANY PROVIDED:
City of Gladstone	Robert Baer, Asst City Mgr	816- 436-3550	Police Tow's
City of North Kansas City	Kenneth Freeman Police Chief	816- 412-7949	Police Tow's
City of Northmoor	Andy Lorensen Police Chief	816- 741-3960	Police Tow's
Clay County Sheriff	Major Jeff Self	816- 591-8227	Police Tow's
Santa Fe Tow	John Kupchin Owner	913- 894-5201	Heavy Duty Tow's
Northtowne Body Shop	Melissa Greene Shop Mgr	816- 459-2738	Accidents

Provide any other information you believe is relevant to your experience or training in managing and operating a towing business that makes you the best bidder.

Quick response time

Work well with people

7 Day Lot access

Secured Lot / Camera Surveillance

PERSONNEL QUALIFICATIONS

List all Tow Truck drivers and years of experience in similar work. **Attach a current copy of each driver's Commercial Driver's License. Attach additional sheets if necessary.**

Name: Mikel Dewey # of years : 18

Address: 505 NW 82nd st Kansas City, Mo. 64118

Type of Experience/Training Ohara Towing, Chicago, IL

Name: Pamela Peterson # of Years: 1

Address: 10817 E US Hwy 24 Independence, Mo. 64054

Type of Experience/ Training: by Mikel Dewey / 18 yrs Semi Truck

Name: _____ # of Years: _____

Address: _____

Type of Experience/Training: _____

Name: _____ # of Years: _____

Address: _____

Type of Experience/Training: _____

EQUIPMENT LIST

It is represented as part of this bid, that the below listed machinery, and equipment are available for use on the work covered by this proposal. "Being available" shall mean that the equipment is owned or under the control of the bidder submitting this proposal.

2022 Ford F- 550 Rollback

2017 Ford F- 550 Rollback

2008 Ford F- 650 Rollback

2011 Ford F- 550 Wrecker

2004 Ford F- 650 Dump Truck

Equipment Trailers

Motor Cycle Trailer

Skid Loaders

Chain Saws

Light Towers

Fork Lifts - 2 ea

EXHIBIT A

Authorized Signature Page, Invitation for Bid, Terms and Conditions, Pricing, References and Experience, Personnel Qualifications, Equipment List, Certificate of Insurance, Federal Work Authorization Affidavit



Upstream from ordinary.

BUSINESS LICENSE

6800 N OAK TRAFFICWAY

LOCATION OF BUSINESS

This license is to be displayed conspicuously at the location of business and is not transferable or assignable.

LINDA F. KRACHT
GLAD RENTS, INC.
6800 N OAK
GLADSTONE MO 64118

EXPIRATION DATE

12/31/2022

DATE ISSUED

7/28/2022

LICENSE NUMBER

0521

FEE

\$ 24.00

CLASS

TOW TRUCK

THIS LICENSE IS ISSUED PURSUANT TO THE PROVISIONS OF THE CITY CODE OF THE CITY OF RIVERSIDE AND AMENDMENTS THERETO.

Kathleen L. Rose
Mayor
Robin Leonard
Clerk



GLADREN-02

CKABLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 100101891 Kansas City, MO-Truss LLC-Hub International Mid-America 9200 Ward Pkwy Suite 500 Kansas City, MO 64114	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): (816) 708-4600 FAX (A/C, No): (816) 817-5706 E-MAIL ADDRESS: HUB-KC.Certificates@HUBInternational.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Glad Rents Inc. 6800 North Oak Trafficway Gladstone, MO 64118	<table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A : Axis Insurance Company</td> <td style="text-align: right;">NAIC # 37273</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td style="text-align: right;">25674</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Axis Insurance Company	NAIC # 37273	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER A : Axis Insurance Company	NAIC # 37273												
INSURER B : Travelers Property Casualty Company of America	25674												
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		A1GLMO00103327012	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input type="checkbox"/> LOC			
	OTHER:					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY					
	ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	A1GLMO00103327012	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				
A	<input type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				
	<input checked="" type="checkbox"/> EXCESS LIAB	CLAIMS-MADE	A5GLMO001-033271-12	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	DED RETENTION \$					
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	6JUB4N75773322	1/5/2022	1/5/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below.					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Riverside 2950 NW Vivion Rd Riverside, MO 64150	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

**WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo**

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Office of Homeland Security or an equivalent federal work authorization program operated by the United States Office of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Linda F Kracht, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Linda F Kracht and I am currently the President of
2. Glad Rents Inc (hereinafter "Bidder"), whose business
3. address is 6800 N Oak Tfwy Gladstone , Mo 64118 _____, and I am authorized to make this Affidavit

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Bidder is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the Tow Services contracted between Bidder and Riverside, Missouri.

4. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Affiant: Linda F Kracht

Linda F. Kracht

Printed Name

Subscribed and sworn to before me this 2nd day of September, 2022

[Signature]

Notary Public

SEAL

IRINA A. BUDAGOV
Notary Public-Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: 11/12/2025
Commission # 17493559

MISSOURI
NOT FOR
REAL ID
PURPOSES
COMMERCIAL DRIVER LICENSE


EXPIRES 08/10/2025
ISSUES 08/10/1965

CLASS: A
ID: 2026026001
DOB: 08/10/1965

MIKE L
DEWEY ARNOLD JR
8505 NW 82ND ST
KANSAS CITY, MO 64116

99 END NONE
12 RESTRICTIONS A
15 SEX M 17 WGT 175 LB 18 EYES BLU
16 HGT 5' 10" 18 EYES BLU

ISSUES 08/02/2019
POLICE



191692140031

MISSOURI
COMMERCIAL DRIVER LICENSE

9 CLASS: A 4b EXP: 08/24/2024
4d DL NO: Y201054005 3 DOB: 08/24/1963

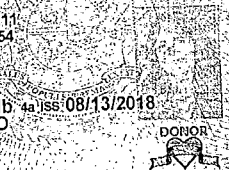


1 PETERSON
2 PAMELA SUE

8 10817 E US HWY 24 TRLR 11
INDEPENDENCE MO 64054

9a END NT
12 RESTRICTIONS: A
15 SEX: F 17 WGT: 120 LB 4a ISS: 08/13/2018
16 HGT: 5'-06" 18 EYES: BRO

5 DD: 181162250042

DONOR



M E M O R A N D U M

Date: October 4, 2022
TO: Mayor and Board of Aldermen
FROM: Chris Skinrood, Chief of Police
CC: City Administrator
SUBJECT: Recommendation for award of vehicle towing and storage services

Since 2009, the City has used Glad Rents, Inc. for its vehicle towing and storage services. The City's vehicle towing needs include, for example, situations involving vehicles towed incident to an arrest, abandoned vehicles, disabled vehicles in which the owner does not have a tow company preference, and the City's vehicle fleet.

Recently, an invitation to bid was issued for vehicle towing and storage services. Four companies responded: Glad Rents, GT Towing, Brad's Towing, and Wilde Auto & Recovery. The bid response form contains various tow-related services. Thus, there's not a singular price comparison among the tow companies.

The City Code contains factors (in addition to price) for the City to consider in determining the lowest responsible bidder. These factors are:

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
3. The character, Platinum, reputation, judgment, experience and efficiency of the bidder.
4. The quality of performance of previous contracts or services.
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
7. The quality, availability and adaptability of supplies or contractual services to the particular use required.
8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
9. The number and scope of conditions attached to the bid.

Each company has the necessary tow equipment and experience to perform the desired services. Across the separate bid line items, prices varied among the companies with one company, Wilde Auto & Recovery being higher in price than the other three. The two top bidder were Glad Rent's and GT Tow – both companies had the most comparative pricing.

I visited Glad Rents, and GT Towing storage locations to verify compliance with the bid specifications concerning storage security and enclosed space for evidence processing. I located the storage lot for Brad's tow through Google maps and spoke to a Brad's Tow employee regarding their lot. Both GT Tow and Glad Rents meet the requirements for storage security and enclosed evidence processing space. Brad's Tow is located in Smithville, the outdoor lot is located in North Kansas City enclosed by a standard chain link fence and not monitored, and the enclosed storage is actually Master Tech Automotive Services in Riverside.

Based on the City Code factors and pricing response, I recommend that the city select Glad Rents. Glad Rents has a demonstrated ability to provide necessary services in a prompt and responsible fashion. The Police Department has had no conflicts with the owners of Glad Rents, and perhaps more importantly, its drivers. This is a very important factor for the Police Department because vehicles (and their contents) are entrusted to the towing company, and sometimes vehicles themselves become part of a criminal investigation. It is important that the Police Department trust the company and its drivers taking control and possession of the vehicles.

I believe that one reason that Glad Rents has been able to provide prompt and efficient service is because it is located at 6800 N. Oak. I note both Brad's Tow and GT Tow are located in Smithville. While both these other locations are in the Northland, Glad Rents' closer geographical location provides time savings for the Police Department, and more convenience for City residents and those requiring tow services. (from City Hall, Glad Rents is 4.8 miles (6800 N. Oak, KC); GT Tow is 14 miles (536 N. Church, Liberty); Brad's Tow is 21.2 Miles (19201 Switchgrass Dr, Smithville, MO)).

For the foregoing reasons, I recommend that the City award the contract to Glad Rents.

Respectfully,



Chris Skinrood
Police Chief

RESOLUTION NO. R – 2024-113

A RESOLUTION APPROVING AN AGREEMENT WITH LIQUIDITY SERVICES OPERATIONS LLC DBA GOVDEALS

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

THAT the Board of Aldermen hereby approves the Online Auction Memo of Understanding with Liquidity Services Operations LLC dba GovDeals, a copy of which is attached hereto and incorporated herein, and further authorizes the Mayor to sign the agreement on the City’s behalf; and

FURTHER THAT the City Administrator and such other officials of the City may execute any other additional documents or take such other actions as are necessary, incidental or expedient to carry out the intent of the agreement approved and the authority granted herein.

PASSED AND ADOPTED by the Board of Aldermen of the City of Riverside, Missouri, the ____ day of _____ 2024.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

Liquidity Services Operations LLC dba GovDeals

Online Auction Memo of Understanding

This Online Auction Memo of Understanding (MOU) is between Liquidity Services Operations LLC dba GovDeals, a Delaware corporation having its principal place of business at 6931 Arlington Road – Suite 460 – Bethesda, Maryland 20814 and the City of Riverside (“Client”), having its principal place of business 2950 Northwest Vivion Rd – Riverside, Missouri 64150.

- 1.0 Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 GovDeals’ Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in **5.0** below:
 - 2.1** Access to a GovDeals online “Seller Asset Management” (SAM), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The SAM will provide Client with the following capabilities:
 - Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
 - 2.2** Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
 - Familiarization with the nature and operation of SAM
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
 - 2.3** Help Desk support available via telephone or email during normal business hours, except announced holidays.
 - 2.4** Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
 - Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high value assets.
- 3.0 Fees:** The Client pays 0% and the winning bidder pays a 12.50% Buyers Premium.
- 4.0 Payment:**
 - 4.1** GovDeals will collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit A.**
 - 4.2** Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.

- 5.0 Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 Terms and Conditions:** Please find **Exhibit B** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Missouri.
- 8.0 Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals

Signature: _____

Print Name: Scott Starcher

Title: Vice President of Operations

Date: _____

Client: City of Riverside

Signature: _____

Print Name: _____

Title: _____

Date: _____

Memo of Understanding Contact:

Attention: Sales Support
 6931 Arlington Road – Suite 460
 Bethesda, Maryland 20814
 Telephone Number: 866.377.1494
 Fax Number: 334.226.4415
 Email: salesupport@govdeals.com

EXHIBIT A - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Seller Asset Management (SAM). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in SAM. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing SAM and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in SAM as 'Picked Up'. All proceeds will be remitted electronically by Automatic Clearing House (ACH). A detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

Financial Settlement Services (FSS) Remittance Information

Please complete information below:

This section must be completed when submitting the signed MOU back to GovDeals, as this is where GovDeals Payments to the Client will be made.

Accounting Contact: _____
(Person to receive invoices) Name and Title

E-Mail Address: _____

Phone Number: _____

Please provide the required information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

City of Riverside

Riverside, Missouri

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale “AS IS, WHERE IS.” City of Riverside (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. **Please note upon removal of the property, all sales are final.**

Personal and Property Risk. Persons attending during exhibition, sale, or removal of goods assume all risks of damage of or loss to person and property and specifically release the Seller and GovDeals from liability therefore.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed at any time until the Seller has received payment in full for the assets and Buyer has removed the assets from the Seller's premises in their entirety.

Buyer's Certificate. If applicable, successful bidders will receive a Buyer's Certificate by email from GovDeals as their notice of award.

Buyer's Premium & Additional Fees. If a Buyer's Premium and/or Additional Fees are shown on the auction page Bid Box, then that amount (expressed as a percentage of the final selling price or a specified amount) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the close of the auction. Please refer to the payment instructions listed on the auction page for complete payment terms and methods. Please refer to the Bid Box for all fees and taxes that may be associated with the auction.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Please review the Payment Instructions for all information related to Sales Tax and Tax Exemptions.

Removal. All assets must be removed within **ten (10) business days** from the time and date of the close of the auction. Purchases will be released only upon receipt of payment as specified. Successful buyers are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each auction page for complete removal details. A daily storage fee of \$25.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon removal of the vehicle. Titles may be subject to restrictions as indicated in the asset description on the website.

Approval. Some Auctions/Sales are subject to Seller approval prior to award to the high bidder. Please review the auction/sale page for full terms of the sale and whether the final bid/sale is subject to approval.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller reserves the right to reclaim and resell all items not removed by the specified removal date.**

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are available for review in the bid box at the top of each page of each asset listed on **GovDeals**. Specific Instructions (Payment, Removal, and Special) appearing on the asset page will override certain sections of these Terms and Conditions.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR PROJECT MAGNET; AUTHORIZING THE CITY TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE AGGREGATE MAXIMUM PRINCIPAL AMOUNT OF \$119,730,000; 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 (the "Plan") for Project Magnet, consisting of the construction of a live entertainment amphitheater with a capacity of approximately 15,000 people, including ancillary structures, associated food and beverage areas and associated fixtures, and infrastructure improvements including parking areas, roadways, signalization improvements, utility extensions and site improvements (the "Project"), on approximately 135.6 acres situated to the northwest of the intersection of Horizons Parkway and I-635 in Riverside, Missouri; 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 issue a series of industrial development bonds under the Act in order to provide tax abatement and sales tax exemption on construction materials for the Project; 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 purposes 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 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 (Project Magnet), in an aggregate maximum principal amount of not to exceed \$119,730,000 (the “Bonds”), for the purpose of providing funds to pay 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 Project 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 Live Nation Entertainment, Inc., a Delaware corporation, or its assignee or designee (the “Company”), under which the City will lease the Project 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 financings and 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. The Mayor is also authorized to execute agreements relating to the use of any sales tax exemption certificates for purchases of construction materials that may be provided prior to the issuance of the Bonds.

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 ____ day of September, 2024.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

EXHIBIT A

PLAN FOR INDUSTRIAL DEVELOPMENT

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

AND

**LIVE NATION ENTERTAINMENT, INC.,
As Lessee**

LEASE AGREEMENT

Dated as of September 1, 2024

Relating to:

**\$119,730,000
(Aggregate Maximum Principal Amount)
City of Riverside, Missouri
Taxable Industrial Revenue Bonds
(Project Magnet)
Series 2024**

Certain interests of the City of Riverside, Missouri (the “Issuer”), in this Lease Agreement have been pledged and assigned to UMB Bank, N.A., as Trustee under the Trust Indenture dated as of September 1, 2024, between the Issuer and the Trustee.

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of September 1, 2024 (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 **LIVE NATION ENTERTAINMENT, INC.**, a Delaware corporation (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, the Issuer owns certain land described on **Exhibit B** hereto (the “**Project Site**”), which it has leased to the Tenant pursuant to an Amended and Restated Ground Lease Agreement dated as of _____, 2024 and recorded as Instrument No. _____ with the Platte County Recorder of Deeds (as amended from time to time, the “**Ground Lease**”);

WHEREAS, pursuant to the Act, the governing body of the Issuer has heretofore passed an ordinance (the “**Ordinance**”) on September ___, 2024, authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (Project Magnet), Series 2024, in the aggregate maximum principal amount of \$119,730,000 (the “**Bonds**”), for the purpose of completing the project improvements described on **Exhibit A** hereto (the “**Project Improvements**”) on the Project Site and leasing the Project Improvements 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 Improvements and will lease the Project Improvements 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 Improvements to the Tenant and the Tenant desires to lease the Project Improvements 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.

“Development Agreement” means the Development Agreement dated as of _____, 2024 between the Issuer and the Tenant, as amended from time to time.

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

“Ground Lease” means the Amended and Restated Ground Lease Agreement dated as of _____, 2024 between the Issuer and the Tenant, recorded as Instrument No. _____ with the Platte County Recorder of Deeds, as amended from time to time, pursuant to which the Issuer has leased the Project Site to the Tenant.

“Indenture” means the Trust Indenture dated as of September 1, 2024, 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, 2035**, unless extended in accordance with **Section 3.2(b)**.

“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 Improvements (excluding the Public Infrastructure).

“Mortgage” means any mortgage or deed of trust (together with all related loan and security documents and security agreements) relating to the Project Improvements granted by the Tenant to secure a loan to the Tenant, which constitute a lien on Project Improvements; provided that Tenant shall not grant any such security interests in the Public Infrastructure.

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to the Project Improvements, 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 in the Project Improvements 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 Improvements 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.

“Project Improvements” has the meaning given on **Exhibit A** 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 the real estate described in **Exhibit B** attached hereto and by this reference made a part hereof.

“Public Infrastructure” has the meaning given on **Exhibit A**.

“Substantial Completion” has the meaning given in Development Agreement.

“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, 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 Improvements to the Tenant and sell the Project Improvements (with the exception of the Public Infrastructure) to the Tenant if the Tenant exercises its option to purchase the Project Improvements, 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 Improvements will further the public purposes of the Act.

(c) To finance the costs of the Project Improvements, 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 Improvements 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 Improvements, 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 Improvements 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 Improvements as a business or in any other manner except as the lessor thereof.

(g) The acquisition, purchase, construction, and improvement of the Project Improvements and the leasing of the Project Improvements 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 corporation duly organized, validly existing and in good standing under the laws of the State of Delaware 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 Improvements 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, the Project Improvements will comply with all other applicable laws, rules and regulations.

(e) The Project Improvements will be 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 Improvements to the Tenant, subject to Permitted Encumbrances, and the Tenant hereby rents, leases and hires the Project Improvements 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; Extension of Lease Term.

(a) 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.

(b) If Substantial Completion has not occurred by December 31, 2025, and the Tenant is not then

in default under the terms of the Development Agreement or the Ground Lease, the Lease Termination Date shall automatically be extended to **December 1, 2036**. In such case, the Issuer and the Tenant shall cooperate to file a notice of extension in the real property records of Platte County, Missouri.

Section 3.3. Possession and Use of the Project Improvements.

(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** following the occurrence and continuance of an Event of Default, the Tenant shall have sole and exclusive possession of the Project Improvements (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 Improvements 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 Improvements 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 Improvements 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 Improvements for any purpose allowed by law and the Ground Lease 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 Improvements or to any adjoining public ways, as to the manner of use or the condition of the Project Improvements 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 IMPROVEMENTS

Section 4.1. Issuance of the Bonds. 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.

Section 4.2. Purchase, Construction, Installation and Improvement of the Project Improvements. 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 Improvements as follows:

(a) Concurrently with the execution of this Lease, the Tenant will deed to the Issuer its interests in the Project Improvements.

(b) The Tenant will, on behalf of the Issuer, acquire, purchase, construct, and improve the Project Improvements on the Project Site in accordance with the terms of the Development Agreement and the Ground Lease. The Tenant agrees that the aforesaid acquisition, purchase, construction, and improvement will result in Project Improvements suitable for use by the Tenant for its purposes.

(c) The Tenant shall not begin, or allow its contractors to begin, any portion of the Project Improvements for which a payment bond has not yet been provided to the Issuer if and to the extent required by Section 107.170 of the Missouri Revised Statutes, as amended.

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 that "Final Completion" has occurred under the Development Agreement and containing an attachment consisting of the certificate of final completion submitted to the City in accordance with the Development Agreement. The Trustee shall have no obligation to review or substantiate the validity of the attachment.

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 Improvements lien free, continued funding shall be made by such parties as are required to fund such costs under the Development Agreement and the Ground Lease.

Section 4.7. Project Improvements Property of the Issuer. The Project Improvements, all work and materials on the Project Improvements as such work progresses, and all additions or enlargements thereto or thereof, the Project Improvements as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project Improvements, and the Project Improvements 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. This section shall not apply to machinery or equipment that is affixed to the Project Site or Project Improvements in a manner qualifying it as a real estate fixture under Missouri law.

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 Improvements 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 Improvements 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 each December 1, 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 Improvements, 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 Improvements 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; and
- (e) 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 Improvements 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 Improvements 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 Improvements in as reasonably safe condition as the operation thereof will permit, and keep the Project Improvements 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 Improvements, 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 Improvements; 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 Improvements 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. Insurance.

(a) Tenant shall at all times during the term of this Lease maintain the policies of insurance required by the Ground Lease.

(b) Subject to the provisions of the Ground Lease and the loan documents of the Lender (if any) which shall otherwise control, in the event of loss or damage to the Project Improvements, 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 in writing by, or on behalf of, the Owners of 100% in principal amount of the Bonds outstanding.

(c) Subject to the provisions of the Ground Lease, 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.

ARTICLE VIII

ALTERATION OF THE PROJECT IMPROVEMENTS; PERMITS; MECHANIC'S LIENS

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

Subject to the provisions of the Ground Lease, the Tenant shall have the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project Improvements 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 Improvements; provided, however, that additions of non-fixtured machinery and equipment in the Project Improvements by the Tenant shall remain the property of the Tenant and may be removed by the Tenant.

Section 8.2. Removal of Equipment. Subject to the provisions of the Ground Lease, 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 Improvements 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 Improvements caused thereby.

Section 8.3. Permits and Authorizations. The Tenant shall not do or permit others under its control to do any work on the Project Improvements related to any repair, rebuilding, restoration, replacement, modification or addition to the Project Improvements, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. 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 8.4. Mechanics' Liens. Neither the Issuer nor the Tenant shall do or suffer anything to be done whereby the Project Improvements, or any part thereof, may be encumbered by any mechanics' or other similar lien. The provisions of the Ground Lease relating to mechanic's liens shall be followed with respect to any mechanic's lien filed against the Project Improvements or Project Site.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project Improvements are 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 Improvements 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 Improvements 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 Improvements shall be disbursed in accordance with the Ground Lease and the Mortgage, or, if there is no Mortgage and the Ground Lease does not otherwise direct disbursement, then the Net Proceeds shall be paid to the Tenant for application in accordance with subsection 9.1(a)(ii) or (iii), above.

(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 Improvements, shall be held by it in trust and applied only for the purposes of repairing, reconstructing or restoring the Project Improvements or constructing new buildings and improvements and installing new fixtures therein.

(c) If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Tenant shall be responsible for the deficiency.

(d) 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 Improvements which damages a material portion of the Project Improvements over \$1,000,000 in value.

(e) If the Tenant in its sole discretion determines that rebuilding, repairing, restoring or replacing the Project Improvements 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 Improvements, 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 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 casualty insurance, and retain such proceeds for its own account, subject to the provisions of the Ground Lease and the Mortgage.

(f) The Tenant shall not, by reason of its inability to use all or any part of the Project Improvements during any period in which the Project Improvements are damaged or destroyed or are 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 Improvements 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 Improvements 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 Site (which improvements will be deemed a part of the Project Improvements and available for use and occupancy by the Tenant without the payment of any rent hereunder other than already 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 Improvements 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, subject to the provisions of the Ground Lease and the Mortgage.

(d) The Tenant shall not, by reason of its inability to use all or any part of the Project Improvements 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 Improvements 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 Improvements 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 and the provisions of the Ground Lease, 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.

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 Improvements or that they 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 Improvements 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 Improvements pursuant to **Article XI** hereof, the Tenant shall peacefully surrender possession of the Project Improvements 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 Improvements any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Tenant and not constituting part of the Project Improvements. All repairs to and restorations of the Project Improvements 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 Improvements 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 Improvements. In addition to rights of access described in the Ground Lease, 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 Improvements after delivering written notice to the Tenant (a) to examine and inspect the Project Improvements 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 Improvements 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 Improvements 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) Subject to the terms of the Ground Lease, 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 Improvements (with the exception of the Public Infrastructure), 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 Improvements, 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. The Tenant may mortgage the fee estate held by the City in the Project Improvements (except for the Public Infrastructure) with the consent of the City, not to be unreasonably withheld, conditioned, or delayed. In connection with any such Mortgage affecting such fee estate, the City shall, upon request of the Tenant and after a review period of up to 10 business days, execute an acknowledgement of such Mortgage confirming the lien thereof on the fee estate held by the City or a subordination instrument subjecting such fee estate to the Mortgage, provided that any such document shall be in a form acceptable to the City and shall clearly state that the City, by execution thereof, assumes no responsibility for any obligation of the borrower, including any payment or other monetary liability.

(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 Improvements, 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 Improvements 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 Improvements, 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 Improvements 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 Improvements 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 Improvements 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 Improvements 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 Improvements 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 Improvements (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 if (i) such claim is the result of work being performed at the Project Improvements 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 gross negligence or willful misconduct and shall not extend to the Trustee if such claim is the result of the Trustee's gross negligence or willful misconduct. The Tenant shall indemnify and save the Issuer and the Trustee separately 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 gross negligence of the Issuer or the Trustee, respectively) 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 Improvements under the control of the Tenant 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 Improvements under the control of the Tenant and their respective uses 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 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 Improvements 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.

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. The Issuer and the Tenant hereby authorize the Trustee to file all appropriate continuation statements pursuant to **Section 808** of the Indenture as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners of the Bonds and the rights of the Trustee under the Indenture. At the written request of the Owner of the Bonds, the Issuer and the Tenant agree to enter into any other 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 Improvements. Upon the written instructions of Owners of 100% of the Bonds then outstanding, the Trustee shall file, at the expense of the Tenant, all instruments the Owners 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 PROJECT IMPROVEMENTS

Section 11.1. Option to Purchase Project Improvements. The Tenant shall have, and is hereby granted, the option to purchase the Project Improvements (excluding the Public Infrastructure) 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 Subsection shall be the sum of the following:

- (1) 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
- (2) 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
- (3) 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 Project Improvements. At the closing of the purchase of the Project Improvements (excluding the Public Infrastructure) pursuant to **Section 11.1**, the Issuer will upon receipt of the purchase price deliver to the Tenant the following:

- (1) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project Improvements from the lien and/or security interest of the Indenture.
- (2) A deed conveying to the Tenant legal title to the Project Improvements (excluding the Public Infrastructure), as they then exists, subject to the following: (1) those liens and encumbrances, if any, to which title to the Project Improvements were 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 Improvements or any part thereof are 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 Improvements (excluding the Public Infrastructure) 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 Project Improvements. The Tenant hereby agrees to purchase, and the Issuer hereby agrees to sell, the Project Improvements (excluding the Public Infrastructure) 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, and the Issuer shall be authorized to convey the Project Improvements (excluding the Public Infrastructure) to the Tenant and unilaterally terminate this Lease.

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” and to have resulted in a “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 Improvements and the same shall remain uncared for and unoccupied for a period of 90 days.

(e) Any "Event of Default" of the Tenant under the Development Agreement or "Tenant Default" under the Ground Lease shall have occurred and continued past the applicable notice and cure periods set out in such document.

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 one or more of the following actions, in addition to any other remedies available at law or in equity:

(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 Improvements shall cease and this Lease shall thereupon be terminated, and the Issuer may re-enter and take possession of the Project Improvements.

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 to make such payments under this Lease

shall thereupon cease and terminate in full. For avoidance of doubt, the Tenants obligations under **Section 10.5** of this Lease shall survive termination of this Lease.

Section 12.4. 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 12.5. 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 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the 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.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease. The Tenant shall have the right to assign and/or sublease its interests in the Project Improvements in the same manner and under the same terms as set out in the Ground Lease with respect to assignments or subleases of the "Premises" (as defined in the Ground Lease).

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 Improvements. The Issuer shall not mortgage its fee interest in the Project Improvements (except as described in **Section 10.4**), 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.

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.

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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

LIVE NATION ENTERTAINMENT, INC.,
a Delaware corporation

By: _____
Name:
Title:

EXHIBIT A

PROJECT IMPROVEMENTS

The Project Improvements shall consist of the following:

- (a) a live entertainment venue amphitheater of not less than a capacity of 15,000 people (the **“Amphitheater”**);
- (b) such additional ancillary structures and/or associated food and beverage areas as Tenant deems necessary to serve the Amphitheater and its customers (collectively, the **“Ancillary Structures”**);
- (c) the construction of approximately 6,366 paved and striped parking spaces, or other amount deemed sufficient pursuant to the Plans (as defined in the Ground Lease), to serve Tenant’s intended use of the Premises (as defined in the Ground Lease) and other uses as authorized in the Ground Lease (the **“Parking Areas”**);
- (d) the construction and installation of such public gas, water, electric, storm water and sanitary sewer facilities as necessary to serve the Premises (as defined in the Ground Lease) in capacities sufficient for Tenant’s intended uses thereof including, for the operation of the Amphitheater and Ancillary Structures, as more particularly described in the Project Budget (as defined in the Ground Lease) with respect to the specific scope of improvements comprising the same (collectively, **“Utilities”**);
- (e) the earthwork and site improvements including grading and excavation necessary to prepare the Project Site for construction of the Project Improvements (collectively, **“Site Improvements”**);
- (f) such vehicular roadways providing access within and to and from the Premises (as defined in the Ground Lease) from and to the adjacent public street network, as generally shown on the Project Site Plan (as defined in the Ground Lease) and more particularly described in the Plans (as defined in the Ground Lease) and Project Budget (as defined in the Ground Lease) with respect to the specific scope of improvements comprising the same (**“Roadways”**); and
- (g) the construction of all improvements and work associated with the relocation/installation of new traffic signals, wiring of relocated/new traffic signals and signal timing coordination, and a new rectangular rapid flashing beacon for pedestrian crossing and Amphitheater Way (collectively, the **“Signalization Improvements”**).

“Public Infrastructure” means, for purposes of the Lease, the Parking Areas, Utilities, Site Improvements, Roadways, and Signalization Improvements, collectively, described in (c) through (g), above.

Upon completion of any component of the Public Infrastructure, such component shall no longer constitute a part of the Project Improvements and shall automatically be released from the lien and effect of the Lease and the Indenture, being thereafter the sole property of and in sole possession of the Issuer.

EXHIBIT B

PROJECT SITE

All of Lots 2 and 3 and part of Tract A, REPLAT OF DOORLINK, 1ST PLAT, a subdivision in the City of Riverside and all that part of the Northwest Quarter, the Northeast Quarter, the Southeast Quarter, and the Southwest Quarter of Fractional Section 7, Township 50 North, Range 33 West of the Fifth Principal Meridian, City of Riverside, County of County, State of Missouri, more particularly described by Randy G. Zerr, Missouri PLS-2018016442, on March 15, 2024 as follows:

Beginning at the Northwest corner of said Lot 3, thence South 89°24'06" East, along the North line of said Lot 3, 1387.26 feet to the Northeast corner thereof; thence South 00°20'28" West, along the East line of said Lot 3, 29.85 feet to a point of intersection with the westerly extension of the North line of said Lot 2; thence South 89°39'33" East, along said North line and the extension thereof, 1299.11 feet to a point of intersection with the West line of said Tract A; thence North 00°20'16" East, along said West line, 80.00 feet to the Southwest corner of 40 WEST AT HORIZONS, a subdivision plat in said City of Riverside, as recorded in the Platte County Recorder of Deeds' Office in Book 22, on Page 372 (Instrument No. 2022007889); thence, along the South line of said 40 WEST AT HORIZONS subdivision plat, the following three (3) courses; thence South 89°39'33" East, 867.62 feet; thence South 59°14'16" West, 182.07 feet to a point of curvature; thence southwesterly, along a non-tangent curve to the left having an arc length of 484.02 feet, a radius of 544.00 feet, and a chord which bears South 33°47'13" West, 468.21 feet; thence South 08°17'52" West, 239.27 feet; thence southwesterly, along a non-tangent curve to the right having an arc length of 853.65 feet, a radius of 1356.00 feet, and a chord which bears South 26°19'58" West, 839.62 feet; thence South 45°37'57" East, 81.00 feet; thence southwesterly, along a non-tangent curve to the right having an arc length of 129.41 feet, a radius of 1437.00 feet, and a chord which bears South 46°56'51" West, 129.36 feet; thence South 00°20'16" West, 86.90 feet to the Northerly right-of-way of Interstate Highway I-635 as now established in March 2024; thence the following five (5) courses to follow said Interstate Highway right-of-way; thence South 59°45'01" West, 341.72 feet; thence South 49°45'53" West, 331.08 feet; thence South 43°11'53" West, 295.37 feet; thence South 66°15'51" East, 41.16 feet; thence South 32°10'28" West, 186.77 feet to the East line of the Riverside-Quindaro Bend Levee District; thence the following twenty-seven (27) courses to follow said Levee District East line; thence North 66°45'03" West, 513.39 feet; thence North 66°43'35" West, 594.19 feet; thence North 66°19'03" West, 339.24 feet; thence North 58°43'00" West, 129.73 feet; thence North 52°20'27" West, 106.59 feet; thence North 46°39'03" West, 97.58 feet; thence North 40°59'26" West, 96.05 feet; thence North 34°25'09" East, 74.70 feet; thence North 53°58'19" East, 96.12 feet; thence North 36°12'34" West, 50.00 feet; thence South 53°58'18" West, 95.98 feet; thence South 73°37'17" West, 74.34 feet; thence North 33°38'59" West, 58.61 feet; thence North 26°16'50" West, 135.90 feet; thence North 17°31'50" West, 181.09 feet; thence North 08°46'51" West, 135.90 feet; thence North 03°46'48" West, 45.33 feet; thence North 00°38'28" East, 376.57 feet; thence North 00°38'51" East, 252.39 feet; thence North 72°35'06" East, 79.77 feet; thence South 89°36'44" East, 92.98 feet; thence North 00°30'45" East, 15.98 feet; thence North 00°22'16" West, 4.52 feet; thence North 00°43'15" East, 29.82 feet; thence North 89°28'07" West, 93.17 feet; thence North 70°55'42" West, 79.92 feet; thence North 00°39'00" East, 279.78 feet to the Point of Beginning, containing 5,905,938 square feet, or 135.582 acres, more or less.

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 SEPTEMBER 1, 2024, BETWEEN THE CITY OF RIVERSIDE, MISSOURI, AND THE TRUSTEE, AND LEASE AGREEMENT DATED AS OF SEPTEMBER 1, 2024, BETWEEN THE CITY OF RIVERSIDE, MISSOURI, AND LIVE NATION ENTERTAINMENT, INC.

Pursuant to **Section 503** of the Trust Indenture dated as of September 1, 2024 (the “Indenture”) relating to the City of Riverside, Missouri, Taxable Industrial Revenue Bonds (Project Magnet), Series 2024, (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 Improvements, 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 Improvements which, if unpaid, might become the basis of a vendors’, mechanics’, laborers’ or materialmen’s statutory or similar lien upon the Project Improvements 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.

5. The Authorized Tenant Representative hereby (i) certifies they have reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees they will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance herewith.

[remainder of page intentionally left blank]

LIVE NATION ENTERTAINMENT, INC.,
a Delaware corporation

By: _____
Name:
Title:

SCHEDULE 1 TO REQUISITION CERTIFICATE

Amount

Payee and Address

Description

\$ _____

\$119,730,000
AGGREGATE MAXIMUM PRINCIPAL AMOUNT

CITY OF RIVERSIDE, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(PROJECT MAGNET)
SERIES 2024

Dated September 1, 2024

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”), Live Nation Entertainment, Inc., a Delaware corporation (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 \$119,730,000 (the “**Bond**”), to be issued by the Issuer, under and pursuant to an ordinance adopted by the governing body of the Issuer on September __, 2024 (the “**Ordinance**”) and a Trust Indenture dated as of September 1, 2024 (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 September 1, 2024 (the “**Lease Agreement**”), by and between the Issuer and Live Nation Entertainment, Inc., a Delaware corporation (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 \$119,730,000.

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 \$119,730,000; 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:

LIVE NATION ENTERTAINMENT, INC.,
a Delaware corporation,

By: _____

Name:

Title:

Accepted and Agreed to as of the Closing Date.

TENANT:

LIVE NATION ENTERTAINMENT, INC.,
a Delaware corporation,

By: _____

Name:

Title:

Accepted and Agreed as of the Closing Date.

ISSUER:

CITY OF RIVERSIDE, MISSOURI

By: _____
Mayor

(Seal)

ATTEST:

By: _____
City Clerk

CITY OF RIVERSIDE, MISSOURI

AND

**UMB BANK, N.A.
As Trustee**

TRUST INDENTURE

Dated as of September 1, 2024

Relating to:

**\$119,730,000
(Aggregate Maximum Principal Amount)
City of Riverside, Missouri
Taxable Industrial Revenue Bonds
(Project Magnet)
Series 2024**

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of September 1, 2024 (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, the Issuer owns certain land (the “**Project Site**”) described on **Exhibit B** to the Lease (defined below), and has leased the Project Site to the Tenant pursuant to an Amended and Restated Ground Lease Agreement dated as of _____, 2024 and recorded as Instrument No. _____ with the Platte County Recorder of Deeds (as amended from time to time, the “**Ground Lease**”);

WHEREAS, pursuant to the Act, the governing body of the Issuer has heretofore passed an ordinance (the “**Ordinance**”) on September __, 2024, authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (Project Magnet), Series 2024, in the aggregate maximum principal amount of \$119,730,000 (the “**Bonds**”), for the purpose of completing the project improvements (the “**Project Improvements**”) described on **Exhibit A** to the Lease (defined below) on the Project Site;

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 Improvements and will lease the Project Improvements 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 Improvements (with the exception of the Public Infrastructure) 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 (except for the Unassigned Rights), and all rents, revenues and receipts derived by the Issuer from the Project Improvements (with the exception of the Public Infrastructure) 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:

“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 (Project Magnet), Series 2024, in the maximum principal amount of \$119,730,000, issued pursuant to **Section 208** of this Indenture.

“Bond Fund” means “City of Riverside, Missouri, Taxable Industrial Revenue Bond Fund – Project Magnet, Series 2024” 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” has the meaning given in the Lease.

“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 or U.S. dollar denominated deposit account, 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 or U.S. dollar denominated deposit account 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 September 1, 2024, 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 Improvements (excluding the Public Infrastructure).

“**Maturity Date**” means **December 1, 2035**, unless extended in accordance with **Section 3.2(b)** of the Lease and **Section 208(h)** of this Indenture.

“**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 Costs**” means all costs incurred in connection with the acquisition, purchase, construction, and improvement of the Project Improvements, including without limitation professional fees and design costs.

“**Project Fund**” means “City of Riverside, Missouri, Project Fund – Project Magnet, Series 2024” created in **Section 501** of this Indenture.

“**Project Improvements**” has the meaning given in the Lease.

“**Public Infrastructure**” has the meaning given in the Lease.

“**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 Live Nation Entertainment, Inc., a Delaware corporation, 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, in its capacity as trustee hereunder, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

“**Unassigned Rights**” means the City’s rights under the Lease to receive moneys for its own account and the City’s rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, and the rights of the City to provide any consent or approval under the Lease or enforce any provision of the Lease relating to the condition of the Project Improvements.

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 (Project Magnet), Series 2024.” The aggregate maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$119,730,000.

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 Improvements (with the exception of the Public Infrastructure) 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 \$119,730,000. 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 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 in writing 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 in writing 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 held by Bondowners 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 \$119,730,000 for the purpose of providing funds for paying the costs of the Project Improvements, which Bonds shall be designated “City of Riverside, Missouri Taxable Industrial Revenue Bond (Project Magnet), Series 2024.” 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 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 **7.0%** 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 2024 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.

(h) In the case of any extension pursuant to **Section 3.2** of the Lease, the Maturity Date of the Bond shall automatically be extended to **December 1, 2036**. The Trustee and Issuer shall cooperate to deliver a revised Bond reflecting such extension to the Owner, provided that if the Bond is not already in possession of the Trustee, the Owner shall surrender possession of the existing Bond prior to receiving the revised Bond.

Section 209. 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 210. 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.

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. 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 – Project Magnet, Series 2024" (herein called the "**Project Fund**").

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bond, 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 Improvements 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. The Issuer agrees that it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with the disbursement direction contained in any requisition.

(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 Improvements, 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 Improvements. 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 Improvements have been completed and a certificate of completion has been 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 Date. The Completion Date shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date, any balance remaining in the Project Fund shall without further authorization be 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 – Project Magnet, Series 2024" (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 at the Completion Date; (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 Improvements (with the exception of the Public Infrastructure) 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 Improvements (with the exception of the Public Infrastructure) 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 Improvements 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 Improvements (with the exception of the Public Infrastructure) to the end that at all times sufficient rents, revenues and receipts will be derived from the Project Improvements (with the exception of the Public Infrastructure) 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 Improvements 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 Improvements (with the exception of the Public Infrastructure).

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 Improvements 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 Improvements 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 Improvements 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 Improvements 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 Improvements 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 Issuer shall timely deliver a copy of the originally-filed financing statements to the Trustee. The Trustee shall file UCC continuation statements, as needed. Unless the Trustee is otherwise notified in writing by the Issuer, the Trustee may conclusively rely upon the originally-filed financing statement in filing any continuation statements.

Section 809. Inspection of Project Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Project Improvements and the rents, revenues and receipts derived from the Project Improvements (with the exception of the Public Infrastructure) 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 Improvements 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 the Unassigned Rights and any other 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 (with the exception of the Unassigned Rights) 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 Improvements 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 or otherwise relating to Unassigned Rights) under this Indenture 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 Improvements (not including the Public Infrastructure) 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 the Unassigned Rights, 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, which may rely on an opinion of counsel, 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 (including any attorneys fees, costs and expenses), 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 (but not extending to any Unassigned Rights under the Lease) 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 (other than continuation statements) in connection therewith, or for insuring the Project Improvements 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 Improvements, and all books, papers and records of the Issuer pertaining to the Project Improvements 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 Improvements.

(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.

(p) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(q) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(r) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts or war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

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 willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the 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. The Trustee's right to compensation and indemnification shall survive the satisfaction and discharge of this Indenture or its resignation or removal hereunder and payment in full of the Bonds.

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, subject to the provisions of **Section 1001(l)** 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 and upon the payment of the fees and expenses owed to the predecessor Trustee, 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 Improvements 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 Improvements (excluding the Public Infrastructure), 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 specifically 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 Improvements; or

(c) To substitute or add additional property to the Project Improvements.

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 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 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. The Trustee shall not be required to execute any Supplemental Indenture that adversely affects the Trustee's rights, duties or immunities hereunder.

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. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such Supplemental Indenture 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 Improvements or substitute or add additional property thereto, or (d) 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:

Live Nation Entertainment, Inc.
c/o Live Nation
9348 Civic Center Drive
Beverly Hills, California 90210
Attention: President

With a copy to:

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, MO 64112
Attention: Korb Maxwell

(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.

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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
(PROJECT MAGNET)
SERIES 2024

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

LIVE NATION ENTERTAINMENT, INC.

or registered assigns, on December 1, 2035 (subject to extension as provided in the Indenture), the maximum principal amount of

ONE HUNDRED NINETEEN MILLION SEVEN HUNDRED THIRTY 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 **7.0%** 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 (Project Magnet), Series 2024,” in the maximum aggregate principal amount of \$119,730,000 (the “Bonds”), to be issued for the purpose of providing funds to pay the cost of the Project Improvements to be leased to a private-sector company (the “Tenant”), under the terms of a Lease Agreement dated as of September 1, 2024 (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 September 1, 2024 (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”). 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 Improvements (excluding the Public Infrastructure) and not from any other fund or source of the Issuer, and are secured by a pledge and assignment of the Project Improvements (excluding the Public Infrastructure) 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 – Project Magnet, Series 2024.”

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 \$119,730,000.

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>
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(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 (Project Magnet), Series 2024, 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: _____

CITY OF RIVERSIDE, MISSOURI

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

FOR

PROJECT MAGNET

DATE: AUGUST 26, 2024

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 described herein (the “Project”) and approving the issuance by the City of its taxable industrial development revenue bonds in an aggregate principal amount not to exceed \$119,730,000 (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 real property tax abatement and 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 and for NorthPoint Development dated February 21, 2014 (the “Horizons West Plan”). This Plan should be considered a supplement to the Horizons West Plan, adding to the Horizons West Plan without deleting or terminating any portion of the Horizons West Plan. In the event of a conflict between this Plan and the Horizons West Plan, this Plan shall control with respect to the subject matter hereof.

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 project. The municipality must be the fee owner of the project while the bonds are outstanding. At the same time, the municipality will lease the project back to the benefited company pursuant to a lease agreement.

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 conveyed to the municipality and leased back to the company pursuant to the lease, to pay all unabated taxes and assessments with respect to such 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 any such payments in lieu of taxes is negotiated. The payments in lieu of taxes, if any, 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, the City and the Company (defined below) have agreed to 100% real property tax abatement for 10 years after completion of the Project, meaning no payment in lieu of tax will be made by the Company during the term of the Bonds. The area in which the Project will be located is subject to a tax increment financing plan, but no base taxes or payments in lieu of tax will be generated by the Project under such tax increment financing plan during the term of the Bonds.

III. DESCRIPTION OF THE PARTIES

The Company. Live Nation Entertainment, Inc., or its assignee or designee (the “Company”) will enter into a lease with the City under this Plan. Live Nation Entertainment, Inc. is a corporation organized and existing under the laws of the State of Delaware. Its operations focus on providing live entertainment and it operates numerous venues around the country.

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 abatement and sales tax exemption as described herein 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 for which the Bonds will be issued consists of the construction of a live entertainment amphitheater with a capacity of approximately 15,000 people, including associated ancillary structures, food and beverage areas, fixtures, and infrastructure improvements (including associated parking, roadway, utility and site improvements). The Project will be located on approximately 135.6 acres situated to the northwest of the intersection of Horizons Parkway and I-635 in Riverside, Missouri.

The map below shows the approximate location of the land to be affected by the Project (the “Project Site”). The City currently owns the Project Site and will continue to own the Project Site during the abatement period and the term of the Bonds.



Estimate of the Costs of the Project. The Project is expected to cost approximately \$119,730,000, with \$50,000,000 estimated to be spent on construction materials. The Project is expected to be constructed during 2024 and 2025, although the actual years may vary based on Project implementation.

Source of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be funds available to the Company, and the expenditure of such funds will be represented by draws on the Bonds. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project. 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 continue to hold title to the Project Site. 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, the Company will have the option to at any time and the obligation at then end of the lease term to purchase the Project (with the exception of public infrastructure improvements, which are intended to remain in City ownership). The lease between the City and the Company will terminate after 10 complete calendar years of abatement has been provided on the completed project, unless terminated sooner pursuant to the terms of the lease.

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 taxable equalized assessed valuation of the Project Site is \$0.00. The estimated total equalized assessed valuation of the Project Site after completion of the Project (for tax year 2026) is \$15,075,088.

Payments in Lieu of Taxes. If this Plan is approved by the Board of Aldermen, the City intends to issue the Bonds in 2024. The Bonds are being issued for the purpose of providing 100% real property tax abatement for 10 years after Project completion and sales and use exemption on construction materials. During the time that the Bonds are outstanding, no taxes or payments in lieu of taxes will be due on the Project.

The Project Site is within the redevelopment area established by the City’s L-385 Levee Redevelopment Plan (the “TIF Plan”). However, due to the 100% tax abatement provided by this Plan, no base taxes or payments in lieu of tax will be generated by the Project under such TIF Plan during the term of the Bonds.

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%	\$2,112,500
Platte County	1.250%	\$625,000
City of Riverside	1.500%	\$750,000
Total	6.975%	\$3,487,500

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 provides estimates of the direct tax impact that the construction of the Project is expected to have on each taxing jurisdiction during the abatement term. 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, 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. Commercial real property taxes are calculated using the following formula:

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

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

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

3. The tax rates used in this Plan reflect the rates in effect for the tax year 2023. The tax rates were held constant through the years shown in the Cost-Benefit Analysis. For purposes of this Plan, the point of sale for construction materials is assumed to be in Riverside, Platte County, Missouri.

4. 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.

5. Calendar years referenced in this Plan shown in the attached Cost-Benefit Analysis are for demonstration purposes only and actual calendar years affected may change due to project implementation.

6. The Project Site is currently owned by the City and will continue to be owned by the City during and after the Project, resulting in zero assessed value attributed to the Project Site.

* * *

City of Riverside, Missouri
(Project Magnet)

COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

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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	2024
♦ Assessed Value of Real Property Without Project	\$ -
♦ Assessed Value of Improvements (2025)	\$ 7,537,544
♦ Assessed Value of Improvements (2026)	\$ 15,075,088
♦ Biennial growth rate of appraised value of real property	2.0%
♦ Assessed value as a percentage of appraised value (real)	32.0%
♦ Terms of abatement:	
Project Improvements	
Construction period and abatement years 1 through 10	100%

Summary of Cost Benefit Analysis

Taxing Jurisdiction	Tax Rate	Projected Tax Revenues Without Project	Projected Tax Revenues With Project	Projected PILOT Amount	Projected Tax Abatement
State	0.0300	\$ -	\$ 49,803	\$ -	\$ 49,803
County	0.0600	-	99,606	-	99,606
Health Department	0.0722	-	119,859	-	119,859
Board of Disabled Services	0.1174	-	194,895	-	194,895
Mental Health	0.0902	-	149,740	-	149,740
Mid-Continent Library	0.2911	-	483,253	-	483,253
Senior Citizen Fund	0.0452	-	75,036	-	75,036
Park Hill School District	5.3955	-	8,957,032	-	8,957,032
Parkville Special Road District	0.2316	-	384,478	-	384,478
Metropolitan Community College	0.1780	-	295,497	-	295,497
Surtax	0.3600	-	597,634	-	597,634
	6.8712	\$ -	\$ 11,406,831	\$ -	\$ 11,406,831

Projected Tax Revenues Without Project

Estimated Assessed Value of Real Property Without Project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Total
Taxing Jurisdiction	Tax Rate per \$100	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035					
State	0.0300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County	0.0600	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Health Department	0.0722	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Board of Disabled Services	0.1174	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mental Health	0.0902	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mid-Continent Library	0.2911	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior Citizen Fund	0.0452	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Park Hill School District	5.3955	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parkville Special Road District	0.2316	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Metropolitan Community College	0.1780	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Surtax	0.3600	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	6.8712	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Projected Tax Revenues With Project

Estimated Assessed Value of Project	\$	-	\$7,537,544	\$15,075,088	\$15,376,590	\$15,376,590	\$15,684,122	\$15,684,122	\$15,997,804	\$15,997,804	\$16,317,760	\$16,317,760	\$16,644,116	
	Tax Rate per													
Taxing Jurisdiction	\$100	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
State	0.0300	\$ -	\$ 2,261	\$ 4,523	\$ 4,613	\$ 4,613	\$ 4,705	\$ 4,705	\$ 4,799	\$ 4,799	\$ 4,895	\$ 4,895	\$ 4,993	\$ 49,803
County	0.0600	-	4,523	9,045	9,226	9,226	9,410	9,410	9,599	9,599	9,791	9,791	9,986	99,606
Health Department	0.0722	-	5,442	10,884	11,102	11,102	11,324	11,324	11,550	11,550	11,781	11,781	12,017	119,859
Board of Disabled Services	0.1174	-	8,849	17,698	18,052	18,052	18,413	18,413	18,781	18,781	19,157	19,157	19,540	194,895
Mental Health	0.0902	-	6,799	13,598	13,870	13,870	14,147	14,147	14,430	14,430	14,719	14,719	15,013	149,740
Mid-Continent Library	0.2911	-	21,942	43,884	44,761	44,761	45,656	45,656	46,570	46,570	47,501	47,501	48,451	483,253
Senior Citizen Fund	0.0452	-	3,407	6,814	6,950	6,950	7,089	7,089	7,231	7,231	7,376	7,376	7,523	75,036
Park Hill School District	5.3955	-	406,688	813,376	829,644	829,644	846,237	846,237	863,162	863,162	880,425	880,425	898,033	8,957,032
Parkville Special Road District	0.2316	-	17,457	34,914	35,612	35,612	36,324	36,324	37,051	37,051	37,792	37,792	38,548	384,478
Metropolitan Community College	0.1780	-	13,417	26,834	27,370	27,370	27,918	27,918	28,476	28,476	29,046	29,046	29,627	295,497
Surtax	0.3600	-	27,135	54,270	55,356	55,356	56,463	56,463	57,592	57,592	58,744	58,744	59,919	597,634
	6.8712	\$ -	\$ 517,920	\$ 1,035,839	\$ 1,056,556	\$ 1,056,556	\$ 1,077,687	\$ 1,077,687	\$ 1,099,241	\$ 1,099,241	\$ 1,121,226	\$ 1,121,226	\$ 1,143,650	\$11,406,831

Projected PILOT Amount

Estimated Assessed Value of Project	\$	-	\$ 7,537,544	\$ 15,075,088	\$ 15,376,590	\$ 15,376,590	\$ 15,684,122	\$ 15,684,122	\$ 15,997,804	\$ 15,997,804	\$ 16,317,760	\$ 16,317,760	\$ 16,644,116	
PILOT Payment		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
	Tax Rate per													
	\$100	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
State	0.0300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County	0.0600	-	-	-	-	-	-	-	-	-	-	-	-	-
Health Department	0.0722	-	-	-	-	-	-	-	-	-	-	-	-	-
Board of Disabled Services	0.1174	-	-	-	-	-	-	-	-	-	-	-	-	-
Mental Health	0.0902	-	-	-	-	-	-	-	-	-	-	-	-	-
Mid-Continent Library	0.2911	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior Citizen Fund	0.0452	-	-	-	-	-	-	-	-	-	-	-	-	-
Park Hill School District	5.3955	-	-	-	-	-	-	-	-	-	-	-	-	-
Parkville Special Road District	0.2316	-	-	-	-	-	-	-	-	-	-	-	-	-
Metropolitan Community College	0.1780	-	-	-	-	-	-	-	-	-	-	-	-	-
Surtax	0.3600	-	-	-	-	-	-	-	-	-	-	-	-	-
	6.8712	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Projected Tax Abatement

Estimated Assessed Value of Project	\$ -	\$7,537,544	\$15,075,088	\$15,376,590	\$15,376,590	\$15,684,122	\$15,684,122	\$15,997,804	\$15,997,804	\$16,317,760	\$16,317,760	\$16,644,116		
Abatement Percentage	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
Taxing Jurisdiction	Tax Rate per													
	\$100	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
State	0.0300	\$ -	\$ 2,261	\$ 4,523	\$ 4,613	\$ 4,613	\$ 4,705	\$ 4,705	\$ 4,799	\$ 4,799	\$ 4,895	\$ 4,895	\$ 4,993	\$ 49,803
County	0.0600	-	4,523	9,045	9,226	9,226	9,410	9,410	9,599	9,599	9,791	9,791	9,986	99,606
Health Department	0.0722	-	5,442	10,884	11,102	11,102	11,324	11,324	11,550	11,550	11,781	11,781	12,017	119,859
Board of Disabled Services	0.1174	-	8,849	17,698	18,052	18,052	18,413	18,413	18,781	18,781	19,157	19,157	19,540	194,895
Mental Health	0.0902	-	6,799	13,598	13,870	13,870	14,147	14,147	14,430	14,430	14,719	14,719	15,013	149,740
Mid-Continent Library	0.2911	-	21,942	43,884	44,761	44,761	45,656	45,656	46,570	46,570	47,501	47,501	48,451	483,253
Senior Citizen Fund	0.0452	-	3,407	6,814	6,950	6,950	7,089	7,089	7,231	7,231	7,376	7,376	7,523	75,036
Park Hill School District	5.3955	-	406,688	813,376	829,644	829,644	846,237	846,237	863,162	863,162	880,425	880,425	898,033	8,957,032
Parkville Special Road District	0.2316	-	17,457	34,914	35,612	35,612	36,324	36,324	37,051	37,051	37,792	37,792	38,548	384,478
Metropolitan Community College	0.1780	-	13,417	26,834	27,370	27,370	27,918	27,918	28,476	28,476	29,046	29,046	29,627	295,497
Surtax	0.3600	-	27,135	54,270	55,356	55,356	56,463	56,463	57,592	57,592	58,744	58,744	59,919	597,634
	6.8712	\$ -	\$ 517,920	\$ 1,035,839	\$ 1,056,556	\$ 1,056,556	\$ 1,077,687	\$ 1,077,687	\$ 1,099,241	\$ 1,099,241	\$ 1,121,226	\$ 1,121,226	\$ 1,143,650	\$11,406,831

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE CEE-KAY SUPPLY PROJECT; AUTHORIZING THE CITY TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE AGGREGATE MAXIMUM PRINCIPAL AMOUNT OF \$12,000,000; 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, improve and equip 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 (the "Plan") for the Cee-Kay Supply Project, consisting of expanding, renovating, improving and equipping an existing facility for distribution of gas, welding and dry ice equipment and products, including construction of an expansion of approximately 28,600 additional square feet, renovations of the existing facility and related onsite equipment (altogether, the "Project") to be located at 5654 N.W. River Park Drive in Riverside, Missouri; 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 issue industrial development bonds under the Act in order to provide tax abatement and sales tax exemption on construction materials for the Project; 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 purposes described above; and

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

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

SECTION 1. PROMOTION OF ECONOMIC DEVELOPMENT. The Board of Aldermen hereby finds and determines that the Project will promote the economic welfare and the development of the City, and the issuance of the bonds by the City will be in furtherance of the public purposes set forth in the Act.

SECTION 2 – APPROVAL OF PLAN. The Board of Alderman hereby approves the Plan for an Industrial Development Project attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

SECTION 3 - AUTHORIZATION OF THE BONDS. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (Cee-Kay Supply Project), in one or more series in an aggregate maximum principal amount of not to exceed \$12,000,000 (the “Bonds”), for the purpose of providing funds to pay costs of the Project and to pay costs of issuing the Bonds. The Bonds shall be issued and secured pursuant to the Indentures 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 Agreements 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 trustees named in the Indentures (the “Trustees”) as security for the payment of the Bonds as provided in the Indentures. 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) A Trust Indenture relating to each series of Bonds dated as of the date set forth therein (the “Indentures”), between the City and the Trustees, pursuant to which (1) the Bonds will be issued and (2) the City will pledge the applicable portions of the Project and assign certain of the payments, revenues and receipts received pursuant to the Lease Agreements to the Trustees for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Indentures.

(b) A Lease Agreement relating to each series of Bonds dated as of the date set forth therein (the “Lease Agreements”), between the City and the lessees set forth therein (the “Companies”), under which the City will lease the applicable portion of the Project to the Companies, pursuant to the terms and conditions in the Lease Agreements, in consideration of rental payments by Companies that will be sufficient to pay the principal of, premium, if any, and interest on the Bonds, including a Memorandum of Lease Agreement for each of the Lease Agreements providing notice of the Lease Agreements.

(c) A Bond Purchase Agreement relating to each series of Bonds dated as of the date set forth therein, among the City, the applicable Company and the purchaser of the Bonds.

SECTION 6. CREATION OF BOND FUNDS. The City is hereby authorized to establish with the Trustee pursuant to the Indentures, a special trust fund in the name of the City

relating to each series of Bonds and the City shall cause all sums required by the Indentures to be deposited therein and shall create all accounts therein required by the Indentures.

SECTION 7 - EXECUTION OF DOCUMENTS. The Mayor is hereby authorized to execute the Bonds and to deliver the Bonds to the Trustees for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indentures. 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 Agreements, to execute all documents on behalf of the City (including documents pertaining to financings and the transfer of property) as may be required to carry out and comply with the intent of this Ordinance, the Indentures and the Lease Agreements. The Mayor is also authorized to execute agreements relating to the use of any sales tax exemption certificates for purchases of construction materials that may be provided prior to the issuance of the Bonds.

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.

[remainder of page intentionally left blank]

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 ____ day of September, 2024.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

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

AND

**5654 NW RIVER PARK DRIVE, LLC,
As Lessee**

LEASE AGREEMENT

Dated as of September 1, 2024

Relating to:

**\$7,650,000
(Aggregate Maximum Principal Amount)
City of Riverside, Missouri
Taxable Industrial Development Revenue Bonds
(Cee-Kay Supply Project - Real Property)
Series 2024**

Certain rights of the City of Riverside, Missouri (the “City”), in this Lease Agreement have been pledged and assigned to UMB Bank, N.A., Kansas City, Missouri, as Trustee under the Trust Indenture dated as of September 1, 2024, between the City and the Trustee. Such pledge and assignment does not include the Unassigned Rights (defined in the Indenture).

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of September 1, 2024 (the “Lease”), is between the **CITY OF RIVERSIDE, MISSOURI**, a fourth-class city and municipal corporation duly organized and existing under the laws of the State of Missouri, as lessor (the “City”), and **5654 NW RIVER PARK DRIVE, LLC**, a Missouri limited liability company, as lessee, and its successors or assigns, as permitted hereunder (the “Company”);

RECITALS:

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

2. Pursuant to the Act, the Board of Aldermen passed an ordinance (the “Ordinance”) on September 17, 2024, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Cee-Kay Supply Project), in one or more series in an aggregate maximum principal amount of not to exceed \$12,000,000, of which the Taxable Industrial Development Revenue Bonds (Cee-Kay Supply Project - Real Property), Series 2024, in the maximum principal amount of \$7,650,000 (the “Bonds”) are a part, for the purpose of acquiring, expanding, renovating and improving an existing facility for distribution of gas, welding and dry ice equipment and products, located at 5654 N.W. River Park Drive in Riverside, Missouri (the “Project Site,” as more fully described on **Exhibit A** hereto), including such land and the associated buildings, structures and fixtures, together with an expansion of approximately 28,600 square feet to such facility (the “Project Improvements,” as more fully described on **Exhibit B** hereto, with the Project Site and the Project Improvements together being the “Project”).

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the “Indenture”) with UMB Bank, N.A., Kansas City, Missouri, as Trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company under which the City will acquire, construct, expand, improve and renovate the Project, and lease the Project to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

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

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

ARTICLE I

DEFINITIONS

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

“Additional Rent” means the additional rental described in **Sections 5.2** and **6.2** of this Lease.

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

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

“Financing Document” means any loan agreement, credit agreement, promissory note, security agreement, financing statement, mortgage, deed of trust, letter of credit, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document executed by or on behalf of, or for the benefit of, a Financing Party, and all amendments, modifications, restatements, extensions and renewals thereof.

“Financing Party” means any Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letters of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the ownership, lease, operation or maintenance of the Project or interests or rights in this Lease, or any part thereof, including any trustee or agent acting on any such Person’s behalf.

“Full Insurable Value” means the actual replacement cost of the Project less physical depreciation as determined in accordance with **Section 7.1(a)** hereof.

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

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

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including reasonable attorneys’ fees, trustee’s fees and any extraordinary expenses of the City 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, special assessments and other governmental charges not then delinquent, or which are being contested in good faith in accordance with this Lease, (b) the Indenture and this Lease, (c) liens or security interests granted pursuant to any Leasehold Security Agreement or any Financing Documents, all as now existing or hereafter granted pursuant to the Financing Documents, including any subsequent or additional security instruments relating to any future financings or refinancings, (d) such exceptions to title set forth in the title report included in the transcript of proceedings relating to the Bonds, and (e) any sublease, license or easement agreement between the Company and a third party allowing the use by such party of portions of the Project Site that are not occupied by the Project Improvements, so long as such use does not impair the use or operation of the Project.

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

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

“Remedies Notice” means notice to the Company from the City or the Trustee that the City or the Trustee intends to exercise remedies hereunder.

Section 1.2. Rules of Interpretation.

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

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

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

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

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

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

ARTICLE II

REPRESENTATIONS

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

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

(b) As of the date of delivery hereof, the City has acquired the Project Site and agrees to complete or cause to be completed thereon the Project Improvements. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease as provided for herein, all for the purpose of furthering the public purposes of the Act;

(c) The completion of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act;

(d) To the City's knowledge, no member of the Board of Aldermen or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby;

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

(f) 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 City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to this Lease;

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

(h) The City shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof or potentially as lessee of a portion thereof, except subsequent to an Event of Default hereunder.

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

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

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

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

(d) To the Company's knowledge, the estimated costs of the Project are in accordance with sound engineering and accounting principles;

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

ARTICLE III

GRANTING PROVISIONS

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

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and terminating on **December 1, 2026**.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2** hereof following the occurrence and continuance of an Event of Default, as defined in **Section 12.1** hereof, the Company shall have sole and exclusive

possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

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

Section 3.4. Title to the Project. The City shall be the sole owner of the Project during the Lease Term, subject to the Permitted Encumbrances.

ARTICLE IV

ACQUISITION, CONSTRUCTION, EXPANSION, IMPROVEMENT AND RENOVATION OF THE PROJECT

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

Section 4.2. Acquisition, Construction, Expansion, Improvement and Renovation. The City and the Company agree that the Company, as the agent of the City, shall acquire, construct, expand, improve and renovate the Project Improvements as follows:

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

(b) On behalf of the City, the Company will acquire, construct, expand, improve and renovate the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications and in a manner materially consistent with the description of the Project Improvements included in **Exhibit B** to this Lease. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project may be made only with the prior written approval of the City. The Company agrees that the aforesaid acquisition, construction, expansion, improvement and renovation will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of **Section 8.2**.

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

(d) The Company will comply with the provisions of Section 107.170 of the Revised Statutes of Missouri, as amended, to the extent applicable to the Project and will not commence any portion of the Project for which a payment bond, to the extent so required, has not been delivered to the City.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date.

Section 4.4. Payment for Project Costs. The City hereby authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit C**, signed by an Authorized Company 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. The approval of any requisition certificate by the Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been completed. The Trustee shall retain copies of all requisition certificates for the same period of record retention described in **Section 703** of the Indenture.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Company Representative stating (a) the acquisition, construction, expansion, improvement and renovation of the Project has been substantially

completed in substantial accordance with the Plans and Specifications, in all material respects, (b) that all costs and expenses incurred in the acquisition, construction, expansion, improvement and renovation of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company, and (c) amounts to be retained by Trustee with respect to item (b) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus or Deficiency in Project Fund.

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

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

Section 4.7. Project Property of City. The Project Site and the Project Improvements, including all work and materials on the Project as such work progresses, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture, Permitted Encumbrances, the Financing Documents and the Leasehold Security Agreement, if any.

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

Section 4.9. Environmental Matters. The Company acknowledges that it is responsible for maintaining the Project in compliance with all Environmental Laws. In the event that the Company fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority under applicable Environmental Law, the City or the Trustee, immediately after notice to the Company, may elect (but shall not be required) to undertake such compliance. Any moneys expended by the City or the Trustee in efforts to comply with any applicable Environmental Law (including the reasonable cost of

hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and reasonable attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Company to the extent of any liability incurred by the City or the Trustee with respect to any breaches of the provisions of this section.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, on or before 11:00 a.m., Trustee's local time, on or before each December 1 (each a "Payment Date"), commencing December 1, 2024 and continuing until the principal of and interest on the Bonds shall have been fully paid, as "Basic Rent" for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and the interest thereon on such Payment Date, shall be equal to the amount payable on such Payment Date as interest on the Bonds (except as offset pursuant to the right of the Company described herein). On **December 1, 2026** (or such earlier date as the Company may elect to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption (subject to the right of the Company to surrender the Bonds in lieu of such payment). All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Indenture or the Bond Purchase Agreement to the contrary, and provided that the Company is the sole holder of the Bonds, the Company may set-off the then-current Basic Rent payment against the City's obligation to the Company as Bondholder under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Company will (a) if the Trustee holds the Bonds, notify the Trustee of the Bonds not previously paid that are to be cancelled or (b) if an entity other than the Trustee holds the Bonds, deliver or cause to be delivered to the Trustee for cancellation Bonds not previously paid. The Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

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

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

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

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

(d) on each December 1 during the term of this Lease, a payment in lieu of tax in 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; and

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

Section 5.3. Obligations of Company Absolute and Unconditional.

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

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

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the partial redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal

of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

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

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

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

Section 6.2. Taxes, Assessments and Other Governmental Charges.

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

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City and the Trustee written notice of its intention to do so, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City and the Trustee may incur related to any of the above.

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

(d) The parties agree that 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 during the term of this Lease. The Company will be responsible for payment of such assessments.

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

Section 6.4. Property Tax Exemption. The City and the Company expect that while the Project is owned by the City and is subject to this Lease, the Project will be exempt from all ad valorem real property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties. The City and the Company further acknowledge and agree that the City's obligations hereunder are contingent upon the Company making the payments due under and otherwise complying with the terms hereof during the term of this Lease.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report. Before conveying title to any real property to the City, the Company will obtain, from a title insurance company reasonably acceptable to the City, a commitment for title insurance or provide such other report in a form reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City and the Trustee.

Section 7.2. Property Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term a policy or policies of insurance to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions); provided, however, that during the period of time while the facility at the Project Site is under construction, the Company shall obtain and maintain a policy of builder's risk insurance. The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers as may be selected by the Company. The Company shall deliver certificates of insurance for such policies to the City and the Trustee before the initial acquisition of the Project and promptly after renewal of each insurance policy. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the City and the Trustee as additional insureds, as their respective interests may appear, shall name the Trustee as loss payee and

shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Company and the Trustee, to the extent such a provision can be obtained and is available from the insurer.

(b) In the event of loss or damage to the Project resulting in Net Proceeds of property insurance carried pursuant to this Section in an amount equal to or greater than \$1,000,000, such Net Proceeds shall be (i) paid over to the Trustee and shall be applied as provided in **Article IX** of this Lease, or (ii) if otherwise directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding, as so directed. Insurance monies in an amount less than \$1,000,000 may be paid to or retained by the Company to be held in trust and used as provided in **Section 9.1(a)** hereof.

Section 7.3. Commercial General Liability Insurance.

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

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

Section 7.4. Workers' Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the Workers' Compensation coverage required by the laws of the State of Missouri.

Section 7.5. Blanket Insurance Policies; Self-Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. The Company may satisfy any of the insurance requirements set forth in this Article using self-insurance or insurance through a subsidiary or affiliate; so long as (i) the insurance is underwritten by a subsidiary or other affiliate of the Company with a separate net worth of at least \$150,000,000, or (ii) the Company funds such self-insurance by appropriate reserves in the amounts recommended by independent actuarial reports obtained not less than every three (3) years for the term of this Lease. The Company shall provide to the City and the Trustee copies of financial statements or similar evidence of net worth of such affiliate on the date hereof and every three (3) years, or, in the case of actuarial reports, on the date of delivery of this Lease and, thereafter, not less than 30 days after receipt of such reports.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements at the Project Site. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project Improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to this Section shall (a) be made in a good and workmanlike manner and in material compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of improvements, machinery and equipment installed on the Project Site by the Company but not purchased or acquired with proceeds of the Bonds (or purchased as replacement of such Project Improvements pursuant to **Article IX** of this Lease) shall not become part of the Project and such property shall be subject to *ad valorem* taxes.

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

Section 8.2. [Reserved].

Section 8.3. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project Site 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. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable material building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII** hereof.

Section 8.4. Mechanics' Liens.

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

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics' or other similar lien if the Company (1) promptly notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures the record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of any such contest and any appeal therefrom, so long as the Project is not subject to loss or forfeiture. The Company shall save and hold harmless the City from any loss, costs or expenses the City may actually incur related to any such contest. The Company shall reimburse the City for the actual expenses incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

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

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than \$1,000,000 may be paid to or retained by the Company

to be held in trust and used as provided herein. Insurance monies in any amount of \$1,000,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** hereof to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) if determined by the Owners of 100% in principal amount of the Bonds Outstanding, applied as directed by, or on behalf of, such Owners of 100% in principal amount of the Bonds Outstanding. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

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

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

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

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

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

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or

diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

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

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

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

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

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the

name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) shall before the application thereof by the City or the Trustee be applied as directed by the Owners of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the rights of the City and the Trustee to be paid all their expenses (including reasonable attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds and (b) the rights of the City to any amounts then due and payable hereunder, including but not limited to payments in lieu of tax.

ARTICLE X

SPECIAL COVENANTS

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

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

Section 10.3. City's Right of Access to the Project. The City may conduct such periodic inspections of the Project as may be generally provided in the City's code. In addition, the Company agrees that the City and the Trustee and their duly authorized agents may, at reasonable times during normal business hours and, except in the event of emergencies, upon not less than two Business Day's prior notice, subject to the Company's usual business propriety, safety, confidentiality and security requirements, enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) to monitor the completion of the Project provided for in

Section 4.2 hereof as may be reasonably necessary, (c) to examine all files, records, books and other materials in the Company's possession pertaining to the purchase, installation or maintenance of the Project, and (d) upon the occurrence and continuance of an Event of Default, to enforce the remedies provided in in **Section 12.2** hereof.

Section 10.4. Granting of Easements; Leasehold Security Agreements and Financing Arrangements.

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

(b) The Company may mortgage the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof. The sale of the Company's leasehold estate at a foreclosure sale or trustee's sale under the Leasehold Security Agreement or any assignment in lieu thereof shall not require the consent of the City, if (i) written notice of the proposed

sale or assignment is provided to the City at least fifteen (15) days prior thereto, and (ii) before such sale or assignment, all payments then owing to the City as payments in lieu of tax are paid. The Company may mortgage the fee estate held by the City with the consent of the City, not to be unreasonably withheld, conditioned, or delayed.

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

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

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

(2) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Financing Party;

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

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of the Financing Parties under this **Section 10.4(d)** as to such other events of default. Without limiting the generality of the foregoing, the holder of the Leasehold Security Agreement may cause the sale of the leasehold interest of the Company to be sold at foreclosure sale conducted in accordance with applicable law and the terms of the Leasehold Security Agreement, to accept assignment of this Lease in lieu of foreclosure and to appoint a receiver for the Project, all without obtaining the prior written consent of the City but subject to the provisions of **Section 10.4(b)**;

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease beyond any applicable grace period, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting such

Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such Event of Default shall continue beyond any period set forth in this Lease to effect said cure so long as the Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that the Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default; and

(6) the Financing Parties (and their designees, nominees, assignees or transferees) shall have the right to enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Financing Documents and this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without prior written consent of such Financing Party.

(e) In connection with the execution of one or more Financing Documents, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents, provided that the same shall not impose any additional liability or obligations on the City with respect to payments, notices or otherwise or change any terms of this Lease. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request, up to a maximum of \$10,000 with respect to any one request.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees (collectively, the "Indemnified Parties") from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any Person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Bond Purchase Agreement or the Indenture (including any violation by the Company of, or failure by the Company to comply with, any federal or state securities laws in connection with the Bonds) and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease or any related document, (c) any contract entered into in connection with the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) any liability of an Indemnified Party resulting from a failure to comply with Section 107.170 of the Revised Statutes of Missouri, as amended, with respect to the Project, (f) unless the Company has been released from liability pursuant to **Section 13.1**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (g) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (h) any claim relating to the presence on, escape or removal from the Project during the term of this Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim arises before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, the indemnification contained in this **Section 10.5** shall not extend to (i) the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project by employees of the City or the result of negligence or

willful misconduct by the City (except in the case of failure to comply with Section 107.170), or (ii) the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee or (iii) the City for any claim relating to the failure of such party to perform its obligations under this Lease or the Indenture. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel satisfactory to the Indemnified Parties, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense. 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 except as otherwise set forth in this Section, the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

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

Upon request after the issuance of the Bonds, the City will issue a sales tax exemption certificate to the Company for construction materials to be purchased for the Project and the City shall, at the request of the Company, provide such other documentation as may be necessary from time to time to effect said sales tax exemption. The Company shall use the exemption certificate only for the purchase of construction materials and fixtures to be incorporated into the Project Improvements 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 Improvements on the Project Site. The Company 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 furnishing of the exemption certificate.

Section 10.7. Company to Maintain its Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or may sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter cease operations, dissolve and/or convert into a different type of legal entity, if the surviving, resulting or transferee Person expressly assumes in writing all the obligations of the Company contained in this Lease.

Section 10.8. Security Interests. The City and the Company hereby authorize the Trustee to file all appropriate financing and continuation statements as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee under the Indenture. Upon the written instructions of the Owners of 100% of the Bonds then Outstanding, the Trustee shall file all continuation instruments the Owners deem necessary to be filed and shall continue or cause to be continued such instruments for so long as the Bonds are Outstanding. The City and the Company shall cooperate with the Trustee in this regard by providing such information as the Trustee may require to renew such statements. At the written request of all of the Owners of the Bonds, the City, at the expense of the Company, and the Company further agree to enter into any other instruments necessary for the creation and perfection of (and continuance of the perfection of) the security interests in the Project benefiting the Owners of the Bonds then outstanding.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the Project at any time, upon payment of the purchase price described below, provided that the Company, at its option, may deliver the Outstanding Bonds in payment of that portion of the purchase price described in subsection (a)(1), below. To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the forgoing, if the City or the Trustee provides a Remedies Notice to the Company, the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said Remedies Notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or prior to the 29th and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this subsection shall be the sum of the following:

- (1) 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

- (2) an amount of money equal to the Trustee's reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus
- (3) an amount of money equal to all payments in lieu of tax through the end of the calendar year in which the date of purchase occurs; plus
- (4) an amount of money equal to the City's reasonable fees and expenses for its counsel in connection with such purchase of the Project; plus
- (5) the sum of \$10.00.

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

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

- (a) A release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and
- (b) Documents, including without limitation a deed as to the Project Site, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

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

Section 11.4. Obligation to Purchase the Project.

- (a) The Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payments due under this Lease. The amount of the purchase price under this Section shall be \$10.00 plus an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

(a) The Company shall purchase the Project pursuant to the provisions of **Section 11.1(a)** at the time of, and in connection with, any redemption of Bonds required by the mandatory redemption provision set out in **Section 301(c)** of the Indenture.

ARTICLE XII

DEFAULTS AND REMEDIES

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

(a) Default in the due and punctual payment of Basic Rent or Additional Rent within 10 days after written notice thereof from the City or the Trustee to the Company that the Company failed to make such payment. Anything herein to the contrary notwithstanding, no failure or default specified in paragraph (a) of this **Section 12.1** shall constitute an Event of Default until actual notice of such failure to make such payment by registered or certified mail shall be given by the City or the Trustee to the Company and the Company shall have had ten (10) days after receipt of such notice to correct said failure and shall not have corrected said failure within such period; or

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

(c) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) makes an assignment for the benefit of creditors; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company’s consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

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

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture; provided that if the Company has paid all obligations due and owing under the Indenture and this Lease, the City shall convey the Project to the Company in accordance with **Section 11.2** hereof; or

(b) give the Company written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the Outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1(a)** hereof, the Company's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the City may enter the Project Site and take possession of the Project and if the Company has paid all obligations due and owing under the Indenture and this Lease, the City shall convey the Project to the Company in accordance with **Section 11.2** hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Company shall continue to pay the Basic Rent and Additional Rent (to the extent the Bonds remain Outstanding) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that except for the indemnification contained in **Section 10.5** hereof, upon the payment of all Basic Rent and Additional Rent required under **Article V** hereof, and upon the satisfaction and discharge of the Indenture under **Section 1301** thereof, and upon the Company's exercise of the purchase option contained in **Article XI** hereof or upon the events provided in **Section 12.2(b)** hereof, the Company's obligation under this Lease shall thereupon cease and terminate in full, except that obligations with respect to compensation and indemnification of the City and the Trustee shall not so terminate.

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

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Company hereunder are in addition to those otherwise provided by law and shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this

Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Notwithstanding anything in this **Section 12.5** or elsewhere in this Lease to the contrary, however, the Company's option to purchase the property as provided in **Article XI** above shall not be terminated upon an Event of Default unless and until this Lease is terminated to the extent permitted pursuant to **Section 12.2(b)** above.

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

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

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign this Lease in whole or in part, without the necessity of obtaining the consent of the Trustee, subject, however, to each of the following conditions:

(i) The Company shall obtain the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed, to each assignment, unless such sale, transfer or assignment is to an entity controlled by or under common control with or controlling the Company, or such sale, transfer or assignment is otherwise permitted under **Section 10.7** hereof, in which event no written consent of the City shall be required, but, in such event, the Company shall provide the City with advance written notice of such assignment.

(ii) The assignee shall assume the obligations of the Company hereunder to the extent of the interest assigned; and

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

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

(v) The Company shall, promptly following the completion of any such assignment, furnish or cause to be furnished to the City and to the Trustee a true and complete copy of each such assignment and assumption of obligations, as the case may be.

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

(c) The Company may sublet less than 10% of the Project to a single entity for any lawful purpose under the Act without the consent of the City, and may sublet any greater portion of the Project with the prior written consent of the City. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. Any sublease of less than 10% of the Project may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act. ***Notwithstanding anything in this Lease to the contrary, the Company may sublet the entire Project to Cee-Kay Supply, Inc., a Missouri corporation.***

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease and all interest in the Project, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment.

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

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During this Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, transfer or convey the Project or any interest therein, 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.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

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

ARTICLE XV

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

Section 15.8. Execution in Counterparts. This Lease may be executed 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 hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

[remainder of page intentionally left blank]

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

CITY OF RIVERSIDE, MISSOURI

By _____
Mayor

[SEAL]

ATTEST:

By _____
City Clerk

5654 NW RIVER PARK DRIVE, LLC,
a Missouri limited liability company

By: _____
Name: Thomas P. Dunn
Title: Manager

EXHIBIT A
PROJECT SITE

The following described real estate located in Platte County, Missouri:

[**INSERT LEGAL DESCRIPTION**]

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

The purchase, expansion, renovation and improvement of a facility for distribution of gas, welding and dry ice equipment and products located at 5654 N.W. River Park Drive in Riverside, Missouri, including the land and the associated buildings, structures and fixtures, including an expansion of approximately 28,600 square feet to such facility.

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 SEPTEMBER 1, 2024, BETWEEN CITY OF RIVERSIDE, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF SEPTEMBER 1, 2024, BETWEEN CITY OF RIVERSIDE, MISSOURI AND 5654 NW RIVER PARK DRIVE, LLC, A MISSOURI LIMITED LIABILITY COMPANY.

The undersigned Authorized Company Representative hereby states and certifies that:

1. The total shown on **Schedule 1** is requested to pay for Project Costs (as defined in the Indenture) of the Project Improvements.
2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.
3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the completion of the Project (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Company 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.
4. 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 completion 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.
5. The Authorized Company Representative (i) certifies they have reviewed any wire instructions set forth in this written disbursement direction to confirm such wire instructions are accurate, and (ii) agrees they will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with this disbursement direction.

5654 NW RIVER PARK DRIVE, LLC

By: _____
Authorized Company Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

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

\$7,650,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF RIVERSIDE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(CEE-KAY SUPPLY PROJECT - REAL PROPERTY)
SERIES 2024

DATED AS OF SEPTEMBER 1, 2024

BOND PURCHASE AGREEMENT

City of Riverside, Missouri
Riverside, Missouri

Ladies and Gentlemen:

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, 5654 NW River Park Drive, LLC, a Missouri limited liability company (the “Purchaser”), offers to purchase from the City of Riverside, Missouri (the “City”), the above-referenced series of Taxable Industrial Development Revenue Bonds (the “Bonds”), to be issued by the City, under and pursuant to Ordinance No. _____ passed by the governing body of the City on September 17, 2024 (the “Ordinance”) and a Trust Indenture dated as of September 1, 2024 (the “Indenture”), by and between the City and UMB Bank, N.A., Kansas City, Missouri, as trustee (the “Trustee”). Capitalized terms not otherwise defined herein shall have the meanings set forth in **Section 101** of the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

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

(1) The City is a fourth-class city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended, to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease and any and all other agreements relating thereto. The proceeds of the Bonds shall be used to finance the Project for 5654 NW River Park Drive, LLC, a Missouri limited liability company (the “Company”), and to pay for the costs incurred in connection with the issuance of the Bonds;

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

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

(b) The Purchaser represents as follows:

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

(2) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound;

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

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

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

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

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined) for the Bonds, which amount shall be applied as provided in the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs as provided in the Lease. From time to time after the Closing Date as additional Project Costs are incurred, the Purchaser may make additional payments with respect to the Bonds ("Additional Payments") to the Trustee, which Additional Payments shall constitute the purchase price for corresponding additional principal amounts of the Bonds, and shall be applied to the payment of Project Costs or as otherwise provided in the Indenture, 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 for the Bonds shall not, in the aggregate, exceed \$7,650,000.

As used herein, the term "Closing Date" shall mean September ____, 2024, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean, with respect to the Bonds, that certain amount specified in writing by the Purchaser and agreed to by the City in the Certificate as to Closing Price.

The Bonds shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of \$7,650,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the official bond registration records of the Trustee and further provided that interest shall be payable on the Bonds only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

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

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the Indenture, this Agreement and the Lease 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 City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof;

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

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

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

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

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

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

SECTION 7. PAYMENT OF EXPENSES

The Company shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds.

SECTION 8. NOTICE

Any notice or other communication to be given under this Agreement may be given by mailing or delivering the same in writing to the appropriate party or parties at the addresses for notice 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 City, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 10. EXECUTION OF COUNTERPARTS

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

[remainder of page intentionally left blank]

Executed as of the date first written above

Very truly yours,

5654 NW RIVER PARK DRIVE, LLC,
a Missouri limited liability company,
as Purchaser

By: _____
Name: Thomas P. Dunn
Title: Manager

Accepted and Agreed to as of the date first written above.

5654 NW RIVER PARK DRIVE, LLC,
a Missouri limited liability company,
as Company

By: _____
Name: Thomas P. Dunn
Title: Manager

Accepted and Agreed to as of the Closing Date.

CITY OF RIVERSIDE, MISSOURI

By: _____
Mayor

(Seal)

ATTEST:

By: _____
City Clerk

**CITY OF RIVERSIDE, MISSOURI,
the City**

AND

**UMB BANK, N.A.,
as Trustee**

TRUST INDENTURE

Dated as of September 1, 2024

Relating to:

**\$7,650,000
(Aggregate Maximum Principal Amount)
City of Riverside, Missouri
Taxable Industrial Development Revenue Bonds
(Cee-Kay Supply Project - Real Property)
Series 2024**

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of September 1, 2024 (the “Indenture”), is between the **CITY OF RIVERSIDE, MISSOURI**, a fourth-class city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “City”), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in Kansas City, Missouri, as Trustee (the “Trustee”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend, improve and equip 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 businesses for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the Board of Aldermen passed an ordinance (the “Ordinance”) on September 17, 2024, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Cee-Kay Supply Project), in one or more series in an aggregate maximum principal amount of not to exceed \$12,000,000, of which the Taxable Industrial Development Revenue Bonds (Cee-Kay Supply Project - Real Property), Series 2024, in the maximum principal amount of \$7,650,000 (the “Bonds”) are a part, for the purpose of acquiring, expanding, renovating and improving an existing facility for distribution of gas, welding and dry ice equipment and products, located at 5654 N.W. River Park Drive in Riverside, Missouri (the “Project Site,” as more fully described on **Exhibit A** hereto), including such land and the associated buildings, structures and fixtures, together with an expansion of approximately 28,600 square feet to such facility (the “Project Improvements,” as more fully described on **Exhibit B** hereto, with the Project Site and the Project Improvements together being the “Project”).

3. The Ordinance authorizes the City to lease the Project to 5654 NW River Park Drive, LLC, a Missouri limited liability company (the “Company”).

4. Pursuant to the Ordinance, the City is authorized to execute and deliver (a) this Indenture for the purpose of issuing and securing the Bonds, (b) the Lease Agreement of even date herewith (the “Lease”) with the Company, under which the City, as lessor, will, or will cause the Company to, construct, improve, purchase, extend and renovate the Project and will lease the Project to the Company, as lessee, in consideration of rentals that will be sufficient to pay the principal of and interest on the Bonds and to make payments in lieu of taxes payable by the Company with respect to the Project.

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

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners (defined herein) thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Lease (including but not limited to the purchase option described in the Lease) and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns until this Indenture has been satisfied and discharged, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

“Additional Rent” means the additional rental described in **Sections 5.2** and **6.2** of the Lease.

“Approved Investor” means (i) the Company, its successor and assigns, including but not limited to any entity receiving an assignment of the Lease as permitted pursuant to **Section 10.7** of the Lease, (ii) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, or (iii) any general business corporation or enterprise with total assets in excess of \$100,000,000.

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

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

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

“Bond” or **“Bonds”** means the Taxable Industrial Development Revenue Bonds (Cee-Kay Supply Project - Real Property), Series 2024, in the maximum aggregate principal amount of \$7,650,000, issued, authenticated and delivered under and pursuant to this Indenture.

“Bond Fund” means the “City of Riverside, Missouri, Bond Fund -- Cee-Kay Supply Project - Real Property” created in **Section 501** of this Indenture.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds, dated as of September 1, 2024, by and between the City and the Purchaser.

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

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

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

“Closing Price” means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date.

“Company” means 5654 NW River Park Drive, LLC, a Missouri limited liability company, and its successors or assigns.

“Completion Date” means the date of execution of the certificate required pursuant to **Section 4.5** of the Lease and **Section 504** hereof.

“Costs of Issuance Fund” means the “City of Riverside, Missouri, Costs of Issuance Fund -- Cee-Kay Supply Project - Real Property” created in **Section 501** hereof.

“Cumulative Outstanding Principal Amount” means the aggregate principal amount of all Bonds Outstanding under the provisions of this Indenture, not to exceed \$7,650,000, as reflected in the records maintained by the Trustee as provided in the Bonds and in this Indenture.

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

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

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

“Investment Securities” means any of the following securities:

- (a) Government Securities;
- (b) obligations of the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives and Federal Land Banks;
- (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, and U.S. dollar denominated deposit accounts issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or any of its affiliates), provided that such certificates of deposit or deposit accounts shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(e) shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least \$100,000,000, and which shares, at the time of purchase, are rated by S&P and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature; or

(f) any other investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

"Lease" means the Lease Agreement dated as of September 1, 2024, between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

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

"Moody's" means Moody's Investors Service, Inc., its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, "Moody's" will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

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

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

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

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

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

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

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

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

“**Project**” means the Project Site and the Project Improvements as they may at any time exist, and all additions (and taking into account any subtractions), modifications, improvements, replacements and substitutions made to the Project pursuant to the Lease as they may exist from time to time.

“**Project Costs**” means all costs of acquiring, purchasing, constructing, extending, improving and renovating the Project Site and the Project and of issuing the Bonds.

“**Project Fund**” means the “City of Riverside, Missouri, Project Fund -- Cee-Kay Supply Project - Real Property” created in **Section 501** hereof.

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

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

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

“**S&P**” means S&P Global Ratings, a division of Standard & Poor’s Financial Services, LLC, its successors and assigns, and if such company is dissolved or liquidated or no longer performs the functions of a securities rating agency, “S&P” will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

“**State**” means the State of Missouri.

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

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

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

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

“Unassigned Rights” means the City’s rights under the Lease to receive moneys for its own account (including but not limited to payments in lieu of taxes), the City’s rights to provide any consent or approval or enforce Lease provisions relating to compliance with law and conditions of the property, and the City’s rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided in the Lease.

Section 102. Rules of Interpretation.

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

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

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

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

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

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as “City of Riverside, Missouri, Taxable Industrial Development Revenue Bonds (Cee-Kay Supply Project - Real Property), Series 2024.” The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$7,650,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City. The Bonds are secured by a

pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and neither the City, the State or related political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation.

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

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

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

Section 204. Method and Place of Payment of Bonds.

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

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

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

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

(e) If the Company is the sole Owner of the Bonds, then the Company may set-off (by book entry or other reasonable means) its obligation to the City as lessee under the Lease against the City's obligations to the Company as the bondholder under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred.

On the final Payment Date, the Company may deliver to the Trustee for cancellation the Bonds and the Company shall receive a credit against the Basic Rent payable by the Company under **Section 5.1** of the Lease in an amount equal to the remaining principal on the Bond so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

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

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

Section 206. Registration, Transfer and Exchange of Bonds.

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

(b) The Bonds may be transferred to an Approved Investor only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit D** hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond 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 are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any

proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

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

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

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of \$7,650,000 for the purpose of providing funds to pay the costs of the Project, which Bonds shall be designated "City of Riverside, Missouri, Taxable Industrial Development Revenue Bonds (Cee-Kay Supply Project - Real Property), Series 2024." The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on **December 1, 2026** (subject to prior redemption as provided in **Article III** hereof) and shall bear interest as specified in **Section 208(f)** hereof, payable on the dates specified in **Section 208(f)** hereof.

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

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

(1) The ordinance passed by the Board of Aldermen authorizing the issuance of the Bonds and the execution of this Indenture, the Bond Purchase Agreement and the Lease;

(2) This Indenture, the Lease and the Bond Purchase Agreement;

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

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

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

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

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, the Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser.

(e) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease, and the Trustee shall, based solely on the amount set forth in the requisition, endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The date of endorsement of each Principal Amount Advanced (as defined in subsection (g) below) as set forth on **Schedule I** to the Bonds shall be the date of the Trustee's receipt of each requisition certificate. The Company shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the amount of such requisition. The Trustee shall, at the time of each endorsement, send revised **Schedule I** to the Bonds via facsimile or electronic mail to the Owner and the Company (if not the sole Owner of the Bonds) and the City. The Trustee shall keep a record of the total requisitions submitted by the Company for the Project, and shall notify the Company and the City in writing if the requisitions submitted exceed the maximum principal amount of the Bonds.

(f) The Bonds shall bear interest at the rate of 8.00% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2024, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount shall not exceed \$7,650,000 and further provided that the Bonds shall be paid in full no later than **December 1, 2026**. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the "Cumulative Outstanding Principal Amount." On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records the principal amount paid on the Bonds as "Principal Amount Redeemed," and shall enter the then Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit C** hereto. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company on a monthly basis. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504** hereof, the Trustee, upon written request of the City or the Company, to

the extent it has not already done so pursuant to this Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which 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 describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

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

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1** or **9.2** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any

redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) The Bonds are subject to mandatory redemption, in whole, in the event that the Company vacates, abandons, ceases operations, fails to occupy or is ejected from the Project Site, and the same remains uncared for or abandoned for a period of one year after notice of such condition is provided to the Company by the City. Such notice shall specify the date on which the condition or conditions described in this subsection first occurred and the date (not less than one year after the date so specified) upon which the Company must redeem all Outstanding Bonds. Such notice shall not be given by the City during any period of time allowed under **Section 9.1** or **9.2** of the Lease for the repair, restoration, replacement, substitution or rebuilding of damage to, destruction of or with respect to condemnation of the Project.

(d) In connection with a redemption under paragraphs (a), (b) or (c) of this Section, at its option, the Company may deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

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

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)** hereof, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if the Company is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Company is the Owner) prior to the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit C** hereto. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any

applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

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

(a) “City of Riverside, Missouri, Project Fund – Cee-Kay Supply Project - Real Property” (herein called the “Project Fund”);

(b) “City of Riverside, Missouri, Costs of Issuance Fund – Cee-Kay Supply Project - Real Property” (herein called the “Costs of Issuance Fund”); and

(c) “City of Riverside, Missouri, Bond Fund – Cee-Kay Supply Project - Real Property” (herein called the “Bond Fund”).

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

Section 503. Disbursements from the Project Fund.

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

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

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative. It is understood that the Trustee shall not make any inspections of the Project or Project Site nor of any improvements thereon, make any provision to obtain completion bonds, mechanic’s or materialmen’s lien releases or otherwise supervise any repair of any casualty loss or substitution of any condemnation loss in connection with the Project. The approval of each requisition certificate by the Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund

have been completed. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

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

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

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

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits Into the Bond Fund.

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

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

Section 602. Application of Moneys in the Bond Fund.

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

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

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

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

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

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted

exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

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

Section 702. Investment of Moneys in Funds. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. Moneys in the Costs of Issuance fund shall be held un-invested. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee shall invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption before the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

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

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

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

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

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

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements, and hereby authorizes the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder provided a copy of the originally filed financing statement is timely delivered to the Trustee. Unless otherwise notified in writing by the Company or City, the Trustee may conclusively rely upon any originally filed financing statements in filing any continuation statements hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the

Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease.

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

(b) The City covenants and agrees that it will enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Owners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the City and the Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for the Unassigned Rights) if so directed in writing by the Owners of 100% of the Outstanding Bonds. The City agrees that the Trustee, as assignee of the rentals and other amounts to be received by the City and paid by the Company under the Lease, or in its name or in the name of the City, may enforce all rights of the City to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder. So long as not otherwise provided in this Indenture, the Company shall be permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease.

ARTICLE IX

DEFAULT AND REMEDIES

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

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

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

such period, it shall not constitute an Event of Default if corrective action is instituted by the City or the Company (as the case may be) within such period and diligently pursued until the default is corrected. While the Company shall have no obligation to cure any default under this Indenture (except for such defaults as result from a default under **Section 12.1** of the Lease), the cure of any default hereunder by the Company shall be accepted as if such cure was made by the City.

Section 902. Acceleration of Maturity in Event of Default; Rescission.

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

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

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

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

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

Section 905. Exercise of Remedies by the Trustee.

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

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

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

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

enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

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

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

Section 908. Application of Moneys in Event of Default.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X

THE TRUSTEE

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

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

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

sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof, unless the Trustee has acted with negligence or willful misconduct in following the specific investment instructions given by the Company.

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

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

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee is under no duty to perform an independent investigation as to any statement or fact contained in any such certificate, opinion or advice it obtains regarding the accuracy or truth of any statement or correctness of any opinion. The Trustee shall not be liable for any action or inaction taken in good faith in reliance on such a certificate or any advice received from counsel, and the Trustee may conclusively rely as to the truth of the statements and the correctness of the opinions or statements expressed therein.

(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. In no event shall the Trustee be liable for consequential damages. The Trustee shall not be liable for any act or omission, in the absence of bad faith, when the Trustee reasonably believes the act or failure to act is authorized and within its powers to perform under the Indenture.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI** hereof, unless the Trustee is specifically notified in

writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

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

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

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

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

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, 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 shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(o) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(p) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and

interruptions, pandemics, epidemics, recognized public emergencies, quarantine restrictions, hacking or cyber-attacks, or other use or infiltration of the Trustee's technological infrastructure exceeding authorized access, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

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

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

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

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

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

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

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

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

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

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

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

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

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

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

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year, to the City, the Company and to any Owner requesting the same and, upon the request of the City, the Company or any Owner, a monthly accounting to any such party,

showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

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

ARTICLE XI

SUPPLEMENTAL INDENTURES

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

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

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond 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 City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

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

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

ARTICLE XII

SUPPLEMENTAL LEASES

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

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the

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

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

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

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

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

Section 1302. Bonds Deemed to be Paid.

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

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

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

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

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

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

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

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Company is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and the pledgee is not the Company or any affiliate thereof.

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

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

(a) To the City:

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

(b) To the Trustee:

UMB Bank, N.A.
928 Grand Blvd, 12th Floor
Kansas City, MO 64106
Attention: Corporate Trust Department

(c) To the Company:

5654 NW River Park Drive, LLC

Attention: _____

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

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

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

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

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

Section 1407. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1408. Electronic Notice to Trustee. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by electronic notice, provided, however, that such instructions or directions shall be signed by an Authorized Company Representative. If the Company elects to give the instructions by electronic notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. Pursuant to the Lease, the Company agrees to assume all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, City of Riverside, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by the City Clerk, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf by a duly authorized officer, 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:

[SEAL]

ATTEST:

By _____
Name:
Title:

EXHIBIT A
PROJECT SITE

The following described real estate located in Platte County, Missouri:

[**INSERT LEGAL DESCRIPTION**]

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

The purchase, expansion, renovation and improvement of a facility for distribution of gas, welding and dry ice equipment and products located at 5654 N.W. River Park Drive in Riverside, Missouri, including the land and the associated buildings, structures and fixtures, including an expansion of approximately 28,600 square feet to such facility.

EXHIBIT C
FORM OF BONDS

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

No. 1

**Not to Exceed
\$7,650,000**

**UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF RIVERSIDE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(CEE-KAY SUPPLY PROJECT - REAL PROPERTY)
SERIES 2024**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
8.00%	December 1, 2026	_____, 2024

OWNER: 5654 NW RIVER PARK DRIVE, LLC

**MAXIMUM PRINCIPAL
AMOUNT:** SEVEN MILLION SIX HUNDRED FIFTY THOUSAND
DOLLARS

THE CITY OF RIVERSIDE, MISSOURI, a fourth-class city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “City”), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts (or by book entry as provided in the Indenture and Lease), and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer (or by book entry as provided in the Indenture and Lease), or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2024, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

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

THIS BOND is one of a duly authorized series of Bonds of the City designated “City of Riverside, Missouri, Taxable Industrial Development Revenue Bonds (Cee-Kay Supply Project - Real Property), Series 2024,” in the maximum aggregate principal amount of \$7,650,000 (the “Bonds”), to be issued for a project located at 5654 N.W. River Park Drive in the City (the “Project”). The City will lease the land on which the Project is located (the “Project Site”), the improvements thereon (collectively, the “Project”) to a private sector company (the “Company”), under the terms of a Lease Agreement dated as of September 1, 2024 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, and pursuant to proceedings duly had by the Board of Aldermen of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of September 1, 2024 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the City and UMB Bank, N.A., as trustee (the “Trustee”). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

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

THE BONDS are subject to redemption and prepayment as stated in the Indenture.

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

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

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

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of \$7,650,000.

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.

[remainder of page intentionally left blank]

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 the date set forth above.

CERTIFICATE OF AUTHENTICATION

CITY OF RIVERSIDE, MISSOURI

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

By: _____
Mayor

Registration Date: _____

UMB Bank, N.A.,
as Trustee

ATTEST: _____ (Seal)

By _____
Authorized Signatory

City Clerk

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**CITY OF RIVERSIDE, MISSOURI
 TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
 (CEE-KAY SUPPLY PROJECT - REAL PROPERTY)
 SERIES 2024**

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

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

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

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

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ 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.

Place signature medallion below:

EXHIBIT D

FORM OF REPRESENTATION LETTER

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

UMB Bank, N.A.
928 Grand Blvd, 12th Floor
Kansas City, MO 64106
Attention: Corporate Trust Department

Re: \$7,650,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Cee-Kay Supply Project - Real Property), Series 2024 of the City of Riverside, Missouri

Ladies and Gentlemen:

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

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of September 1, 2024 (the “Indenture”), between the City of Riverside, Missouri (the “City”) and UMB Bank, N.A., as trustee (the “Trustee”), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to a private sector company (the “Company”), under a Lease Agreement dated as of September 1, 2024 (the “Lease”), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the “1933 Act”), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

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

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the

purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

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

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

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

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

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

11. The Purchaser is the lessee under the Lease or (i) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, or (ii) any general business corporation or enterprise with total assets in excess of \$100,000,000.

Dated: _____, 20__

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

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

AND

**CEE-KAY SUPPLY, INC.,
As Lessee**

LEASE AGREEMENT

Dated as of September 1, 2024

Relating to:

**\$4,350,000
(Aggregate Maximum Principal Amount)
City of Riverside, Missouri
Taxable Industrial Development Revenue Bonds
(Cee-Kay Supply Project - Equipment)
Series 2024**

Certain rights of the City of Riverside, Missouri (the “City”), in this Lease Agreement have been pledged and assigned to UMB Bank, N.A., Kansas City, Missouri, as Trustee under the Trust Indenture dated as of September 1, 2024, between the City and the Trustee. Such pledge and assignment does not include the Unassigned Rights (defined in the Indenture).

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of September 1, 2024 (the “Lease”), is between the **CITY OF RIVERSIDE, MISSOURI**, a fourth-class city and municipal corporation duly organized and existing under the laws of the State of Missouri, as lessor (the “City”), and **CEE-KAY SUPPLY, INC.**, a Missouri corporation, as lessee, and its successors or assigns, as permitted hereunder (the “Company”);

RECITALS:

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

2. Pursuant to the Act, the Board of Aldermen passed an ordinance (the “Ordinance”) on September 17, 2024, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Cee-Kay Supply Project), in one or more series in an aggregate maximum principal amount of not to exceed \$12,000,000, of which the Taxable Industrial Development Revenue Bonds (Cee-Kay Supply Project - Equipment), Series 2024, in the maximum principal amount of \$4,350,000 (the “Bonds”) are a part, for the purpose of acquiring and installing certain equipment (the “Project Equipment,” as more fully described on **Exhibit B** hereto) at a facility located at 5654 N.W. River Park Drive in Riverside, Missouri (the “Project Site”) as part of the operation of such facility for the purpose of the distribution of gas, welding and dry ice equipment and products at the Project Site.

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the “Indenture”) with UMB Bank, N.A., Kansas City, Missouri, as Trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company under which the City will acquire and install the Project Equipment, and lease the Project Equipment to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

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

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which

definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

“Additional Rent” means the additional rental described in **Sections 5.2** and **6.2** of this Lease.

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

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

“Financing Document” means any loan agreement, credit agreement, promissory note, security agreement, financing statement, mortgage, deed of trust, letter of credit, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document executed by or on behalf of, or for the benefit of, a Financing Party, and all amendments, modifications, restatements, extensions and renewals thereof.

“Financing Party” means any Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letters of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the ownership, lease, operation or maintenance of the Project Equipment or interests or rights in this Lease, or any part hereof, including any trustee or agent acting on any such Person’s behalf.

“Full Insurable Value” means the actual replacement cost of the Project Equipment less physical depreciation as determined in accordance with **Section 7.1(a)** hereof.

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

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

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to the Project Equipment, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including reasonable attorneys’ fees, trustee’s fees and any extraordinary expenses of the City 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, special assessments and other governmental charges not then delinquent, or which are being contested in good faith in accordance with this Lease, (b) the Indenture and this Lease, (c) liens or security interests granted pursuant to any Leasehold Security Agreement or any Financing Documents, all as now existing or hereafter granted pursuant to the Financing Documents, including any subsequent or additional security instruments relating to any future financings or refinancings, and (d) any sublease or license agreement

between the Company and a third party allowing the use by such party of portions of the Project Equipment permitted under the terms of **Section 10.4** of this Lease.

“Project Equipment” means the personal property to be acquired and installed at the Project Site pursuant to **Article IV** of this Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached hereto.

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

“Remedies Notice” means notice to the Company from the City or the Trustee that the City or the Trustee intends to exercise remedies hereunder.

Section 1.2. Rules of Interpretation.

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

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

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

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

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

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

ARTICLE II

REPRESENTATIONS

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

(a) The City is a fourth-class city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been

duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers;

(b) The City agrees to cause the Project Equipment to be acquired and installed on the Project Site. The City agrees to lease the Project Equipment to the Company and sell the Project Equipment to the Company if the Company exercises its option to purchase the Project Equipment or upon termination of this Lease as provided for herein, all for the purpose of furthering the public purposes of the Act;

(c) The acquisition and installation of the Project Equipment and the leasing of the Project Equipment by the City to the Company will further the public purposes of the Act;

(d) To the City's knowledge, no member of the Board of Aldermen or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby;

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

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

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

(h) The City shall have no authority to operate the Project Equipment as a business or in any other manner except as the lessor thereof or potentially as lessee of a portion thereof, except subsequent to an Event of Default hereunder.

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

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and is qualified to do business in the State of Missouri;

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

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this

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

(d) To the Company's knowledge, the estimated costs of the acquisition and installation of the Project Equipment are in accordance with sound engineering and accounting principles;

(e) The Project Equipment will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations and the Project Equipment will be located at the Project Site.

ARTICLE III

GRANTING PROVISIONS

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

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and terminating on **December 1, 2033**.

Section 3.3. Possession and Use of the Project Equipment .

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

(b) Subject to the provisions of this Section, the Company shall have the exclusive right to use the Project Equipment for any lawful purpose contemplated by the Act and consistent with the terms of this Lease. The Company shall comply in all respects with all statutes, laws, ordinances, orders,

judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project Equipment, as to the manner of use or the condition of the Project Equipment. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all actual and reasonable costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company may, at its own cost and expense, contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

Section 3.4. Title to the Project Equipment. The City shall be the sole owner of the Project Equipment during the Lease Term, subject to the Permitted Encumbrances.

ARTICLE IV

ACQUISITION AND INSTALLATION OF THE PROJECT EQUIPMENT

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

Section 4.2. Acquisition and Installation of the Project Equipment. The City and the Company agree that the Company, as the agent of the City, shall acquire and install the Project Equipment as follows:

(a) [Reserved.]

(b) [Reserved.]

(c) The Company will purchase and install the Project Equipment at the Project Site. The Company shall transfer title to the Project Equipment to the City from time to time by bills of sale or other instruments of transfer. On or before March 1 of each year or such other date required by law for reporting personal property declarations, the Company shall furnish to the City, Platte County and the Trustee a list of items (based on the Company's internal record keeping) comprising the Project Equipment as of January 1 of such year. ***No item of personal property shall appear on the list of Project Equipment after December 31, 2033.*** The improper inclusion or exclusion of any Project Equipment pursuant to such list may be rectified by the Company within 30 days after notice of such improper inclusion or exclusion. The improper inclusion or exclusion of an item on or from such list shall not affect the items comprising the

Project Equipment for the purpose of this Lease or title thereto as intended by the parties hereto. The Company shall provide such information to the City, Platte County and the Trustee as may be requested in order to ensure that such list corresponds to the list of Project Equipment maintained by the Trustee pursuant to **Section 10.8**. Each bill of sale or other instrument of transfer and each personal property declaration form shall be of sufficient specificity so as to enable Platte County's officials (including representatives of the Assessor's office) to determine which personal property as reported on the annual personal property declaration constitutes Project Equipment (and therefore is owned by the City) and which personal property does not constitute Project Equipment (and therefore is owned by the Company). The City and the Company agree that, pursuant to **Section 4.8**, property purchased in whole or in part by the Company with its own funds, and not Bond proceeds, shall not constitute part of the Project Equipment and shall remain the property of the Company and therefore subject to taxation. ***On December 31, 2033, title to all personal property comprising the Project Equipment shall be, and hereby is, conveyed to the Company, without further act of the City or the Company.***

(d) In addition to the list described in subsection (c), above, the Company shall provide to the City, on or before March 1 of each year, a list of items comprising the Project Equipment as of January 1 of such year, together with the following information: (1) the cost of each item of the Project Equipment without freight, installation or sales tax (or, with respect to relocated Project Equipment, the value of such items at the time of relocation to the Project Site), (2) the year of installation of each such item at the Project Site, and (3) the recovery period allowed for each item under the Internal Revenue Code (using the "General Depreciation System," not the "Alternative Depreciation System"), with categories of 3, 5, 7, 10, 15 or 20 year property.

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

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date.

Section 4.4. Payment for Project Costs. The City hereby authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit C**, signed by an Authorized Company 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. The approval of any requisition certificate by the Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been completed. The Trustee shall retain copies of all requisition certificates for the same period of record retention described in **Section 703** of the Indenture.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Company Representative stating (a) the

acquisition and installation of the Project Equipment has been substantially completed, (b) that all costs and expenses incurred in the acquisition and installation of the Project Equipment have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company, and (c) amounts to be retained by Trustee with respect to item (b) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus or Deficiency in Project Fund.

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

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the acquisition and installation of the Project Equipment free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due (subject to the rights of the Company to contest any claims or liens of any such contractors or material used in accordance with applicable laws) and the Company shall save the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Equipment Property of City. The Project Equipment, which the Company desires to convey to the City, including anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project Equipment, and the Project Equipment as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when installed become the absolute property of the City, subject only to this Lease, the Indenture, Permitted Encumbrances, the Financing Documents and the Leasehold Security Agreement, if any.

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

Section 4.9. Environmental Matters. The Company acknowledges that it is responsible for maintaining the Project Site and the Project Equipment in compliance with all Environmental Laws. In the event that the Company fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority under applicable Environmental Law, the City or the Trustee, immediately after notice to the Company, may elect (but shall not be required) to undertake such compliance. Any moneys expended by the City or the Trustee in efforts to comply with any applicable Environmental Law (including the reasonable cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and reasonable attorneys'

fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Company to the extent of any liability incurred by the City or the Trustee with respect to any breaches of the provisions of this section.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, on or before 11:00 a.m., Trustee’s local time, on or before each December 1 (each a “Payment Date”), commencing December 1, 2024 and continuing until the principal of and interest on the Bonds shall have been fully paid, as “Basic Rent” for the Project Equipment, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and the interest thereon on such Payment Date, shall be equal to the amount payable on such Payment Date as interest on the Bonds (except as offset pursuant to the right of the Company described herein). On **December 1, 2033** (or such earlier date as the Company may elect to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption (subject to the right of the Company to surrender the Bonds in lieu of such payment). All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Indenture or the Bond Purchase Agreement to the contrary, and provided that the Company is the sole holder of the Bonds, the Company may set-off the then-current Basic Rent payment against the City’s obligation to the Company as Bondholder under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Company will (a) if the Trustee holds the Bonds, notify the Trustee of the Bonds not previously paid that are to be cancelled or (b) if an entity other than the Trustee holds the Bonds, deliver or cause to be delivered to the Trustee for cancellation Bonds not previously paid. The Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

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

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

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

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

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

Section 5.3. Obligations of Company Absolute and Unconditional.

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

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

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

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

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

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

Section 6.2. Taxes, Assessments and Other Governmental Charges.

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

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City and the Trustee written notice of its intention to do so, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City and the Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against the payments to be made by the Company as

payments in lieu of tax under this Lease to the extent of any ad valorem taxes imposed and paid by the Company with respect to the Project Equipment paid pursuant to this Section.

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

Section 6.4. Property Tax Exemption; Payments in Lieu of Tax.

(a) The City and the Company expect that while the Project Equipment is owned by the City and is subject to this Lease, the Project Equipment will be exempt from all ad valorem personal property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties. The City and the Company further acknowledge and agree that the City's obligations hereunder are contingent upon the Company making payments in lieu of tax and otherwise complying with the terms of this Lease. The exemption described in this Section does not apply to the Project Site, any real property improvements thereon, or any personal property that is not part of the Project Equipment.

(b) The Company shall annually pay to the City (or to Platte County if so directed by the City) payments in lieu of tax with respect to the Project Equipment for each year that any portion of the Project Equipment is owned by the City in the amount of 50% of the Taxes Otherwise Due on the Project Equipment. The Taxes Otherwise Due shall be calculated using the price paid for the Project Equipment installed as of January 1 of the applicable year without freight, installation or sales tax (as reported by the Company pursuant to **Section 4.2(d)**) and applying depreciation using the applicable recovery period set out in Section 137.122 of the Revised Statutes of Missouri to establish the appraised valuation, which shall then be multiplied by 0.3334 to established the assessed valuation for purposes of determining the Taxes Otherwise Due. Each payment in lieu of tax shall be paid no later than December 1st of the applicable year.

"Taxes Otherwise Due" means, for purposes of this Section, for any given calendar year, the *ad valorem* property taxes that would otherwise have been due in such year on the Project Equipment if the same were not exempt by virtue of the City ownership, as calculated by applying the applicable *ad valorem* property tax rates assessed by all local governments or taxing districts for such calendar year to the assessed valuation (as calculated in accordance with this Section) that would have been attributable to the Project Equipment for such calendar year if the City did not hold title to such property.

(c) In the event the Company fails to spend at least \$7,500,000 on improvements to the Project Site and the Project Equipment, collectively, on or before November 1, 2026 (the actual amount to be certified in good faith to the City by the Company by November 15, 2026, together with supporting documentation if requested by the City), the Company shall make an additional payment in lieu of tax in an amount equal to the Investment Deficiency Percentage (calculated as shown below) multiplied by the amount of the difference between the payments in lieu of tax and the Taxes Otherwise Due on the Project Equipment during the year in which the failure occurs and any subsequent year in which such failure persists as of November 1 of such year and during which any Project Equipment is owned by the City. The Investment Deficiency Percentage shall be calculated, beginning at zero percent (0%) for compliance, in accordance with the following formula, with the result expressed as a percentage: Investment Deficiency Percentage = $(1 - (\text{certified costs} / \$7,500,000)) \times 100$.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report. [Reserved.]

Section 7.2. Property Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term a policy or policies of insurance to keep the Project Equipment constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers as may be selected by the Company. The Company shall deliver certificates of insurance for such policies to the City and the Trustee before the initial acquisition of the Project Equipment and promptly after renewal of each insurance policy. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the City and the Trustee as additional insureds, as their respective interests may appear, shall name the Trustee as loss payee and shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Company and the Trustee, to the extent such a provision can be obtained and is available from the insurer.

(b) In the event of loss or damage to the Project Equipment resulting in Net Proceeds of property insurance carried pursuant to this Section in an amount equal to or greater than \$1,000,000, such Net Proceeds shall be (i) paid over to the Trustee and shall be applied as provided in **Article IX** of this Lease, or (ii) if otherwise directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding, as so directed. Insurance monies in an amount less than \$1,000,000 may be paid to or retained by the Company to be held in trust and used as provided in **Section 9.1(a)** hereof.

Section 7.3. Commercial General Liability Insurance.

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

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

Section 7.4. Workers' Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the Workers' Compensation coverage required by the laws of the State of Missouri.

Section 7.5. Blanket Insurance Policies; Self-Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. The Company may satisfy any of the insurance requirements set forth in this Article using self-insurance or insurance through a subsidiary or affiliate; so long as (i) the insurance is underwritten by a subsidiary or other affiliate of the Company with a separate net worth of at least \$150,000,000, or (ii) the Company funds such self-insurance by appropriate reserves in the amounts recommended by independent actuarial reports obtained not less than every three (3) years for the term of this Lease. The Company shall provide to the City and the Trustee copies of financial statements or similar evidence of net worth of such affiliate on the date hereof and every three (3) years, or, in the case of actuarial reports, on the date of delivery of this Lease and, thereafter, not less than 30 days after receipt of such reports.

ARTICLE VIII

ALTERATION OF THE PROJECT EQUIPMENT

Section 8.1. Additions, Modifications and Improvements at the Project Site. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project Equipment as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to this Section shall (a) be made in a good and workmanlike manner and in material compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project Equipment; provided, however, that additions of improvements, machinery and equipment installed on the Project Site by the Company but not purchased or acquired with proceeds of the Bonds (or purchased as replacement of such Project Equipment pursuant to **Article IX** of this Lease) shall not become part of the Project Equipment and such property shall be subject to *ad valorem* taxes.

Section 8.2. Removal of Project Equipment.

(a) The Company may, if no uncured Event of Default (as defined in **Section 12.1** hereof) exists and is continuing, remove from the Project Site and sell, exchange or otherwise dispose of, without responsibility or accountability to the City or the Trustee with respect thereto, any items of machinery and equipment, or parts thereof, which constitute a part of the Project Equipment and which have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary or which, in the sound discretion of the Company, are otherwise no longer useful to the Company in its operations. Before any such removal of any items of equipment or machinery with a then-market value of greater than \$1,000,000 in the aggregate within any one calendar year, the Company shall deliver to the City and the Trustee a certificate signed by an Authorized Company Representative containing a complete description of any machinery or equipment that the Company proposes to remove. Upon request by the Company, the City will execute and deliver a bill of sale that transfers full and complete title to the Company of the Project Equipment removed. Notwithstanding anything contained herein to the contrary, title to any item of the Project Equipment removed from the Project Site shall automatically vest in the Company without further instrument or action, and such vesting of title shall be self-operative effective upon removal. Any Project

Equipment removed from the Project Site shall no longer be entitled to the tax exemption afforded by virtue of the City's ownership thereof.

(b) In all cases, the Company shall pay all of the costs and expenses of any such removal. The Company's right under this Section to remove machinery and equipment constituting a part of the Project Equipment is intended only to permit the Company to maintain an efficient operation by the removal of machinery and equipment that is no longer suitable for any of the reasons set forth in this Section, and such right is not to be construed to permit a removal under any other circumstances and specifically is not to be construed to permit the Company to make a wholesale removal of the Project Equipment.

Section 8.3. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project Site related to any repair, rebuilding, restoration, replacement, modification or addition to the Project Equipment, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable material building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII** hereof.

Section 8.4. Mechanics' Liens.

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

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics' or other similar lien if the Company (1) promptly notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project Equipment, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures the record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of any such contest and any appeal therefrom, so long as the Project Equipment is not subject to loss or forfeiture. The Company shall save and hold harmless the City from any loss, costs or expenses the City may actually incur related to any such contest. The Company shall reimburse the City for the actual expenses incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project Equipment is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as is reasonably practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore or replace the same so that upon completion of such repairs, restoration or replacement the Project Equipment is of a value not less than the value thereof immediately before the occurrence of such damage or destruction.

If the Company elects to repair, restore or replace the Project Equipment, for all purposes of this Lease, any reference to the words "Project Equipment" shall be deemed to also include any such new machinery and equipment.

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

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

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

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

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

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

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

Section 9.2. Condemnation.

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

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition and installation of such substitute equipment, so as to place the Project Equipment in substantially the same condition as existed before the exercise of the said power of eminent domain. In such case, any Net Proceeds received from any award or awards with respect to the Project Equipment or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

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

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

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

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) shall before the application thereof by the City or the Trustee be applied as directed by the Owners of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the rights of the City and the Trustee to be paid all their expenses (including reasonable attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds and (b) the rights of the City to any amounts then due and payable hereunder, including but not limited to payments in lieu of tax.

ARTICLE X

SPECIAL COVENANTS

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

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry because of the Company's default hereunder or upon the cancellation or termination of this Lease for any reason other than the Company's purchase of the Project Equipment pursuant to **Article XI** hereof, the Company shall peacefully surrender possession of the Project Equipment to the City in reasonably good condition and repair.

Section 10.3. City's Right of Access to the Project Equipment. The City may conduct such periodic inspections of the Project Equipment as may be generally provided in the City's code. In addition, the Company agrees that the City and the Trustee and their duly authorized agents may, at reasonable times during normal business hours and, except in the event of emergencies, upon not less than two Business Day's prior notice, subject to the Company's usual business propriety, safety, confidentiality

and security requirements, enter upon the Project Site (a) to examine and inspect the Project Equipment without interference or prejudice to the Company's operations, (b) to monitor the purchase and installation provided for in **Section 4.2** hereof as may be reasonably necessary, (c) to examine all files, records, books and other materials in the Company's possession pertaining to the purchase, installation or maintenance of the Project Equipment, and (d) upon the occurrence and continuance of an Event of Default, to enforce the remedies provided in in **Section 12.2** hereof.

Section 10.4. Granting of Licenses; Leasehold Security Agreements and Financing Arrangements.

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

(b) The Company may grant security interests in the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such security agreement, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof. The sale of the Company's leasehold estate at a foreclosure sale or trustee's sale under the Leasehold Security

Agreement or any assignment in lieu thereof shall not require the consent of the City, if (i) written notice of the proposed sale or assignment is provided to the City at least fifteen (15) days prior thereto, and (ii) before such sale or assignment, all payments then owing to the City as payments in lieu of tax are paid.

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

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

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

(2) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Financing Party;

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

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of the Financing Parties under this **Section 10.4(d)** as to such other events of default. Without limiting the generality of the foregoing, the holder of the Leasehold Security Agreement may cause the sale of the leasehold interest of the Company to be sold at foreclosure sale conducted in accordance with applicable law and the terms of the Leasehold Security Agreement, to accept assignment of this Lease in lieu of foreclosure and to appoint a receiver for the Project Equipment, all without obtaining the prior written consent of the City but subject to the provisions of this **Section 10.4(b)**;

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease beyond any applicable grace period, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which

to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such Event of Default shall continue beyond any period set forth in this Lease to effect said cure so long as the Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that the Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default; and

(6) the Financing Parties (and their designees, nominees, assignees or transferees) shall have the right to enter, possess and use the Project Equipment at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Financing Documents and this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without prior written consent of such Financing Party.

(e) In connection with the execution of one or more Financing Documents, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents, provided that the same shall not impose any additional liability or obligations on the City with respect to payments, notices or otherwise or change any terms of this Lease. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request, up to a maximum of \$10,000 with respect to any one request.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees (collectively, the "Indemnified Parties") from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any Person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Bond Purchase Agreement or the Indenture (including any violation by the Company of, or failure by the Company to comply with, any federal or state securities laws in connection with the Bonds) and from the conduct or management of, or from any work or thing done in or on the Project Equipment and the Project Site during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising during the Lease Term from (a) any condition of the Project Equipment or the Project Site, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease or any related document, (c) any contract entered into in connection with the acquisition and installation of the Project Equipment, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) any liability of an Indemnified Party resulting from a failure to comply with Section 107.170 of the Revised Statutes of Missouri, as amended, with respect to the Project Equipment or the Project Site, (f) unless the Company has been released from liability pursuant to **Section 13.1**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, and (g) any claim relating to the presence on, escape or removal from the Project Equipment or the Project Site during the term of this Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim arises before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, the indemnification contained in this **Section 10.5** shall not extend to (i) the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project Equipment or the Project Site by employees of the City or the result of negligence or willful misconduct

by the City (except in the case of failure to comply with Section 107.170), or (ii) the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee or (iii) the City for any claim relating to the failure of such party to perform its obligations under this Lease or the Indenture. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel satisfactory to the Indemnified Parties, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense. 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 except as otherwise set forth in this Section, the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

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

Section 10.7. Company to Maintain its Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or may sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter cease operations, dissolve and/or convert into a different type of legal entity, if the surviving, resulting or transferee Person expressly assumes in writing all the obligations of the Company contained in this Lease.

Section 10.8. Security Interests. The City and the Company hereby authorize the Trustee to file all appropriate financing and continuation statements as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the

Trustee under the Indenture. Upon the written instructions of the Owners of 100% of the Bonds then Outstanding, the Trustee shall file all continuation instruments the Owners deem necessary to be filed and shall continue or cause to be continued such instruments for so long as the Bonds are Outstanding. The City and the Company shall cooperate with the Trustee in this regard by providing such information as the Trustee may require to renew such statements. The Trustee shall maintain a file showing a description of all Project Equipment, said file to be compiled from the certificates furnished to the Trustee pursuant to **Section 4.2(c)**, **Section 4.4** and **Section 8.2** hereof. At the written request of all of the Owners of the Bonds, the City, at the expense of the Company, and the Company further agree to enter into any other instruments necessary for the creation and perfection of (and continuance of the perfection of) the security interests in the Project Equipment benefiting the Owners of the Bonds then outstanding.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT EQUIPMENT

Section 11.1. Option to Purchase the Project Equipment .

(a) *Purchase of the Entirety of the Project Equipment.* The Company shall have, and is hereby granted, the option to purchase all of the Project Equipment at any time, upon payment of the purchase price described below, provided that the Company, at its option, may deliver the Outstanding Bonds in payment of that portion of the purchase price described in subsection (a)(1), below. To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the forgoing, if the City or the Trustee provides a Remedies Notice to the Company, the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said Remedies Notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or prior to the 29th and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this subsection shall be the sum of the following:

(1) 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

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

(3) an amount of money equal to all payments in lieu of tax through the end of the calendar year in which the date of purchase occurs; plus

(4) an amount of money equal to the City's reasonable fees and expenses for its counsel in connection with such purchase of the Project Equipment; plus

(5) the sum of \$10.00.

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

(b) *Purchase of a Portion of the Project Equipment.* The Company shall have, and is hereby granted, the option to purchase a portion of the Project Equipment at any time, upon payment in full of a portion of the Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture, in the amount described in this subsection. To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and in case of a redemption of Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. The purchase price payable by the Company in the event of its exercise of the option granted in this subsection shall be the sum of the following:

(1) the amount of money equal to the portion of the Cumulative Outstanding Principal Amount on the closing date for such purchase that is attributable to the portion of the Project Equipment to be removed, which shall be determined by dividing (i) the total Project Costs paid with respect to such Project Equipment under **Section 4.4** hereof, by (ii) the total of all Project Costs paid under **Section 4.4** hereof, and then multiplying such quotient by the Cumulative Outstanding Principal Amount at the time of the closing date for such purchase and rounding such product to the nearest \$1,000, which amount shall be deposited to the Bond Fund and applied to redeem outstanding Bonds in an equal principal amount on the earliest redemption date next succeeding the closing date); plus

(2) an amount of money equal to the interest to accrue to such redemption date on the Bonds to be redeemed pursuant to paragraph (1) immediately above and redemption expense, which amount shall be deposited to the Bond Fund; plus

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

(4) an amount of money equal to the City's reasonable fees and expenses for its counsel in connection with such purchase of Project Equipment; plus

(5) the sum of \$10.00.

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

Upon payment of the purchase price relating to a portion of the Project Equipment, the Trustee shall note in its records the removal of such portion from the Project Equipment. The Company shall deliver to the City UCC Termination Statements and a bill of sale for such portion of the Project Equipment to be executed and delivered by the City upon deposit of such purchase price in the Bond Fund. If the Project Equipment is to be physically removed from the Project Site, the Company shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage to the remaining Project Equipment caused thereby.

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

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

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

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

Section 11.4. Obligation to Purchase the Project Equipment .

(a) The Company hereby agrees to purchase, and the City hereby agrees to sell, the Project Equipment upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payments due under this Lease. The amount of the purchase price under this Section shall be \$10.00 plus an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

(b) The Company shall purchase the Project Equipment pursuant to the provisions of **Section 11.1(a)** at the time of, and in connection with, any redemption of Bonds required by the mandatory redemption provision set out in **Section 301(c)** of the Indenture.

ARTICLE XII

DEFAULTS AND REMEDIES

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

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

Company failed to make such payment. Anything herein to the contrary notwithstanding, no failure or default specified in paragraph (a) of this **Section 12.1** shall constitute an Event of Default until actual notice of such failure to make such payment by registered or certified mail shall be given by the City or the Trustee to the Company and the Company shall have had ten (10) days after receipt of such notice to correct said failure and shall not have corrected said failure within such period; or

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

(c) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) makes an assignment for the benefit of creditors; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

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

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture; provided that if the Company has paid all obligations due and owing under the Indenture and this Lease, the City shall convey the Project Equipment to the Company in accordance with **Section 11.2** hereof; or

(b) give the Company written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the Outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1(a)** hereof, the Company's rights to possession of the Project Equipment shall cease and this Lease shall thereupon be

terminated, and the City may enter the Project Site and take possession of the Project Equipment and if the Company has paid all obligations due and owing under the Indenture and this Lease, the City shall convey the Project Equipment to the Company in accordance with **Section 11.2** hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Company shall continue to pay the Basic Rent and Additional Rent (to the extent the Bonds remain Outstanding) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that except for the indemnification contained in **Section 10.5** hereof, upon the payment of all Basic Rent and Additional Rent required under **Article V** hereof, and upon the satisfaction and discharge of the Indenture under **Section 1301** thereof, and upon the Company's exercise of the purchase option contained in **Article XI** hereof or upon the events provided in **Section 12.2(b)** hereof, the Company's obligation under this Lease shall thereupon cease and terminate in full, except that obligations with respect to compensation and indemnification of the City and the Trustee shall not so terminate.

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

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

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

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not

be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign this Lease in whole or in part, without the necessity of obtaining the consent of the Trustee, subject, however, to each of the following conditions:

(i) The Company shall obtain the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed, to each assignment, unless such sale, transfer or assignment is to an entity controlled by or under common control with or controlling the Company, or such sale, transfer or assignment is otherwise permitted under **Section 10.7** hereof, in which event no written consent of the City shall be required, but, in such event, the Company shall provide the City with advance written notice of such assignment.

(ii) The assignee shall assume the obligations of the Company hereunder to the extent of the interest assigned; and

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

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

(v) The Company shall, promptly following the completion of any such assignment, furnish or cause to be furnished to the City and to the Trustee a true and complete copy of each such assignment and assumption of obligations, as the case may be.

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

(c) The Company may sublet less than 10% of the Project Equipment to a single entity for any lawful purpose under the Act without the consent of the City, and may sublet any greater portion of the Project Equipment with the prior written consent of the City. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. Any sublease of less than 10% of the Project Equipment may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease and all interest in the Project Equipment, to the Trustee

pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment.

Section 13.3. Prohibition Against Mortgage of Project Equipment. Unless requested by the Company, the City shall not mortgage its interest in the Project Equipment, 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 Equipment by City. During this Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, transfer or convey the Project Equipment or any interest therein, 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.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

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

ARTICLE XV

MISCELLANEOUS PROVISIONS

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

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

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that

if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

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

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

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

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

Section 15.8. Execution in Counterparts. This Lease may be executed 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 hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, teletypes, 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 Complete Agreement. **THE COMPANY AND THE CITY UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE COMPANY AND THE CITY FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE COMPANY AND THE CITY REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS LEASE, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE COMPANY AND THE CITY, EXCEPT AS THE COMPANY AND THE CITY MAY LATER AGREE IN WRITING TO MODIFY THIS LEASE.**

[remainder of page intentionally left blank]

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

CITY OF RIVERSIDE, MISSOURI

By _____
Mayor

[SEAL]

ATTEST:

By _____
City Clerk

CEE-KAY SUPPLY, INC.,
a Missouri corporation

By: _____
Name: Ned E. Lane
Title: President

EXHIBIT A
PROJECT SITE

Existing and expanded facilities located at 5654 N.W. River Park Drive in Riverside, Missouri.

EXHIBIT B

PROJECT EQUIPMENT

The Project Equipment consists of the following, to the extent paid for in whole with Bond proceeds:

Relocated Project Equipment (from Quebec Street):

- 50 Ton Vertical
- Ground pump
- P3000
- P1500
- Tom Press and Single Baker
- Saw
- Forklift

New Project Equipment (with anticipated acquisition year):

- 2023 Dry Ice Mfg. Equip
- 2023 Forklift
- 2023 Fill Plant Equip
- 2023 Security Alarms / Cameras
- 2023 Showroom Fixtures
- 2023 Weld Demo Area
- 2023 Appliances
- 2024 (1) 225 Ton Bulk Tank
- 2024 Dry Ice Equipment - Reformer + Packaging Line
- 2024 1 - P3000 + 1 - 750h
- 2024 Front CK Sign
- 2024 2 - Coldjet Reclaim
- 2024 Forklift
- 2024 Fill Plant Equip
- 2025 Outdoor Flammable Storage
- 2025 Fill Plant Equip
- 2025 Security Alarms / Cameras
- 2026 Misc Improvements
- 2027 Misc Improvements

No personal property that is used on a mobile basis or otherwise located other than on the Project Site shall be included in the Project Equipment.

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 SEPTEMBER 1, 2024, BETWEEN CITY OF RIVERSIDE, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF SEPTEMBER 1, 2024, BETWEEN CITY OF RIVERSIDE, MISSOURI AND CEE-KAY SUPPLY, INC., A MISSOURI CORPORATION.

The undersigned Authorized Company Representative hereby states and certifies that:

1. The total set forth on **Schedule 1** hereto is requested to pay for Project Costs (as defined in the Indenture) of the Project Equipment.
2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.
3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the purchase and installation of the Project Equipment (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Company 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.
4. 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 and installation of the Project Equipment which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project Equipment or any part thereof.
5. With respect to all personal property described in this Requisition Certificate and for which Project Costs are disbursed pursuant to this Requisition Certificate, in consideration of such disbursement, such personal property is hereby BARGAINED and SOLD, and the Company by these presents does now GRANT and CONVEY, unto the CITY OF RIVERSIDE, MISSOURI, and its successors and assigns, all of its right, title and interest, if any, in and to such personal property, and such personal property shall constitute a portion of the "Project Equipment" as defined under the Lease Agreement dated as of September 1, 2024, between the Company and the City. The property is being conveyed "as is," "where is" and "with all faults" as of the date of this Requisition Certificate, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied.
6. The Authorized Company Representative (i) certifies they have reviewed any wire instructions set forth in this written disbursement direction to confirm such wire instructions are accurate, and (ii) agrees they will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with this disbursement direction.

CEE-KAY SUPPLY, INC.

By: _____
Authorized Company Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

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

\$4,350,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF RIVERSIDE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(CEE-KAY SUPPLY PROJECT - EQUIPMENT)
SERIES 2024

DATED AS OF SEPTEMBER 1, 2024

BOND PURCHASE AGREEMENT

City of Riverside, Missouri
Riverside, Missouri

Ladies and Gentlemen:

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Cee-Kay Supply, Inc., a Missouri corporation (the “Purchaser”), offers to purchase from the City of Riverside, Missouri (the “City”), the above-referenced series of Taxable Industrial Development Revenue Bonds (the “Bonds”), to be issued by the City, under and pursuant to Ordinance No. _____ passed by the governing body of the City on September 17, 2024 (the “Ordinance”) and a Trust Indenture dated as of September 1, 2024 (the “Indenture”), by and between the City and UMB Bank, N.A., Kansas City, Missouri, as trustee (the “Trustee”). Capitalized terms not otherwise defined herein shall have the meanings set forth in **Section 101** of the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

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

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

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

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

(b) The Purchaser represents as follows:

(1) The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and is qualified to do business in the State of Missouri;

(2) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound;

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

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

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

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

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined) for the Bonds, which amount shall be applied as provided in the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs as provided in the Lease. From time to time after the Closing Date as additional Project Costs are incurred, the Purchaser may make additional payments with respect to the Bonds ("Additional Payments") to the Trustee, which Additional Payments shall constitute the purchase price for corresponding additional principal amounts of the Bonds, and shall be applied to the payment of Project Costs or as otherwise provided in the Indenture, 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 for the Bonds shall not, in the aggregate, exceed \$4,350,000.

As used herein, the term "Closing Date" shall mean September __, 2024, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean, with respect to the Bonds, that certain amount specified in writing by the Purchaser and agreed to by the City in the Certificate as to Closing Price.

The Bonds shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of \$4,350,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the official bond registration records of the Trustee and further provided that interest shall be payable on the Bonds only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

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

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the Indenture, this Agreement and the Lease 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 City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof;

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

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

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

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

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

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

SECTION 7. PAYMENT OF EXPENSES

The Company shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds.

SECTION 8. NOTICE

Any notice or other communication to be given under this Agreement may be given by mailing or delivering the same in writing to the appropriate party or parties at the addresses for notice 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 City, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 10. EXECUTION OF COUNTERPARTS

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

[remainder of page intentionally left blank]

Executed as of the date first written above

Very truly yours,

CEE-KAY SUPPLY, INC.,
a Missouri corporation,
as Purchaser

By: _____
Name: Ned E. Lane
Title: President

Accepted and Agreed to as of the date first written above.

CEE-KAY SUPPLY, INC.,
a Missouri corporation,
as Company

By: _____
Name: Ned E. Lane
Title: President

Accepted and Agreed to as of the Closing Date.

CITY OF RIVERSIDE, MISSOURI

By: _____
Mayor

(Seal)

ATTEST:

By: _____
City Clerk

**CITY OF RIVERSIDE, MISSOURI,
the City**

AND

**UMB BANK, N.A.,
as Trustee**

TRUST INDENTURE

Dated as of September 1, 2024

Relating to:

**\$4,350,000
(Aggregate Maximum Principal Amount)
City of Riverside, Missouri
Taxable Industrial Development Revenue Bonds
(Cee-Kay Supply Project - Equipment)
Series 2024**

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of September 1, 2024 (the “Indenture”), is between the **CITY OF RIVERSIDE, MISSOURI**, a fourth-class city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “City”), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in Kansas City, Missouri, as Trustee (the “Trustee”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend, improve and equip 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 businesses for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the Board of Aldermen passed an ordinance (the “Ordinance”) on September 17, 2024, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Cee-Kay Supply Project), in one or more series in an aggregate maximum principal amount of not to exceed \$12,000,000, of which the Taxable Industrial Development Revenue Bonds (Cee-Kay Supply Project - Equipment), Series 2024, in the maximum principal amount of \$4,350,000 (the “Bonds”) are a part, for the purpose of acquiring and installing certain equipment (the “Project Equipment,” as more fully described on **Exhibit B** hereto) at a facility located at 5654 N.W. River Park Drive in Riverside, Missouri (the “Project Site”) as part of the operation of such facility for the purpose of the distribution of gas, welding and dry ice equipment and products at the Project Site.

3. The Ordinance authorizes the City to lease the Project Equipment to Cee-Kay Supply, Inc., a Missouri corporation (the “Company”).

4. Pursuant to the Ordinance, the City is authorized to execute and deliver (a) this Indenture for the purpose of issuing and securing the Bonds, (b) the Lease Agreement of even date herewith (the “Lease”) with the Company, under which the City, as lessor, will, or will cause the Company to, acquire and install the Project Equipment and will lease the Project Equipment to the Company, as lessee, in consideration of rentals that will be sufficient to pay the principal of and interest on the Bonds and to make payments in lieu of taxes payable by the Company with respect to the Project Equipment.

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

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners (defined herein) thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Lease (including but not limited to the purchase option described in the Lease) and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns until this Indenture has been satisfied and discharged, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest of the City in and to the Project Equipment together with the rights, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

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

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

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

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

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

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are

to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

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

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

“Additional Rent” means the additional rental described in **Sections 5.2 and 6.2** of the Lease.

“Approved Investor” means (i) the Company, its successor and assigns, including but not limited to any entity receiving an assignment of the Lease as permitted pursuant to **Section 10.7** of the Lease, (ii) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, or (iii) any general business corporation or enterprise with total assets in excess of \$100,000,000.

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

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

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

“Bond” or **“Bonds”** means the Taxable Industrial Development Revenue Bonds (Cee-Kay Supply Project - Equipment), Series 2024, in the maximum aggregate principal amount of \$4,350,000, issued, authenticated and delivered under and pursuant to this Indenture.

“Bond Fund” means the “City of Riverside, Missouri, Bond Fund -- Cee-Kay Supply Project - Equipment” created in **Section 501** of this Indenture.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds, dated as of September 1, 2024, by and between the City and the Purchaser.

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

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

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

“Closing Price” means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date.

“Company” means Cee-Kay Supply, Inc., a Missouri corporation, and its successors or assigns.

“Completion Date” means the date of execution of the certificate required pursuant to **Section 4.5** of the Lease and **Section 504** hereof.

“Costs of Issuance Fund” means the “City of Riverside, Missouri, Costs of Issuance Fund -- Cee-Kay Supply Project - Equipment” created in **Section 501** hereof.

“Cumulative Outstanding Principal Amount” means the aggregate principal amount of all Bonds Outstanding under the provisions of this Indenture, not to exceed \$4,350,000, as reflected in the records maintained by the Trustee as provided in the Bonds and in this Indenture.

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

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

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

“Investment Securities” means any of the following securities:

- (a) Government Securities;
- (b) obligations of the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives and Federal Land Banks;
- (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, and U.S. dollar denominated deposit accounts issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the

Trustee or any of its affiliates), provided that such certificates of deposit or deposit accounts shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(e) shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least \$100,000,000, and which shares, at the time of purchase, are rated by S&P and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature; or

(f) any other investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

"Lease" means the Lease Agreement dated as of September 1, 2024, between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

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

"Moody's" means Moody's Investors Service, Inc., its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, "Moody's" will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

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

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

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

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

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

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

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

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

“Project Costs” means all costs of acquiring and installing the Project Equipment and of issuing the Bonds.

“Project Equipment” means the personal property to be acquired and installed at the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached hereto.

“Project Fund” means the “City of Riverside, Missouri, Project Fund -- Cee-Kay Supply Project - Equipment” created in **Section 501** hereof.

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

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

“S&P” means S&P Global Ratings, a division of Standard & Poor’s Financial Services, LLC, its successors and assigns, and if such company is dissolved or liquidated or no longer performs the functions of a securities rating agency, “S&P” will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

“State” means the State of Missouri.

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

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

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

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

“Unassigned Rights” means the City’s rights under the Lease to receive moneys for its own account (including but not limited to payments in lieu of taxes), the City’s rights to provide any consent or approval or enforce Lease provisions relating to compliance with law and conditions of the property, and the City’s rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided in the Lease.

Section 102. Rules of Interpretation.

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

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

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

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

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

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as “City of Riverside, Missouri, Taxable Industrial Development Revenue Bonds (Cee-Kay Supply Project - Equipment), Series 2024.” The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$4,350,000.

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

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

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

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

Section 204. Method and Place of Payment of Bonds.

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

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

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

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

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

Section 205. Execution and Authentication of Bonds.

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

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

Section 206. Registration, Transfer and Exchange of Bonds.

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

(b) The Bonds may be transferred to an Approved Investor only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit D** hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond 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 are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be

paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

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

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of \$4,350,000 for the purpose of providing funds to pay the costs of the Project Equipment, which Bonds shall be designated "City of Riverside, Missouri, Taxable Industrial Development Revenue Bonds (Cee-Kay Supply Project - Equipment), Series 2024." The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on **December 1, 2033** (subject to prior redemption as provided in **Article III** hereof) and shall bear interest as specified in **Section 208(f)** hereof, payable on the dates specified in **Section 208(f)** hereof.

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

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

(1) The ordinance passed by the Board of Aldermen authorizing the issuance of the Bonds and the execution of this Indenture, the Bond Purchase Agreement and the Lease;

(2) This Indenture, the Lease and the Bond Purchase Agreement;

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

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

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

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

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, the Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser.

(e) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease, and the Trustee shall, based solely on the amount set forth in the requisition, endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The date of endorsement of each Principal Amount Advanced (as defined in subsection (g) below) as set forth on **Schedule I** to the Bonds shall be the date of the Trustee's receipt of each requisition certificate. The Company shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the amount of such requisition. The Trustee shall, at the time of each endorsement, send revised **Schedule I** to the Bonds via facsimile or electronic mail to the Owner and the Company (if not the sole Owner of the Bonds) and the City. The Trustee shall keep a record of the total requisitions submitted by the Company for the Project Equipment, and shall notify the Company and the City in writing if the requisitions submitted exceed the maximum principal amount of the Bonds.

(f) The Bonds shall bear interest at the rate of 8.00% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2024, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount shall not exceed \$4,350,000 and further provided that the Bonds shall be paid in full no later than **December 1, 2033**. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each.

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

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

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

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which 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 describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

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

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

(c) The Bonds are subject to mandatory redemption, in whole, in the event that the Company vacates, abandons, ceases operations, fails to occupy or is ejected from the Project Site, and the same

remains uncared for or abandoned for a period of one year after notice of such condition is provided to the Company by the City. Such notice shall specify the date on which the condition or conditions described in this subsection first occurred and the date (not less than one year after the date so specified) upon which the Company must redeem all Outstanding Bonds. Such notice shall not be given by the City during any period of time allowed under **Section 9.1** or **9.2** of the Lease for the repair, restoration, replacement or substitution of damage to, destruction of or with respect to condemnation of the Project Equipment.

(d) In connection with a redemption under paragraphs (a), (b) or (c) of this Section, at its option, the Company may deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

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

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)** hereof, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if the Company is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Company is the Owner) prior to the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

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

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

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

- (a) “City of Riverside, Missouri, Project Fund – Cee-Kay Supply Project - Equipment” (herein called the “Project Fund”);
- (b) “City of Riverside, Missouri, Costs of Issuance Fund – Cee-Kay Supply Project - Equipment” (herein called the “Costs of Issuance Fund”); and
- (c) “City of Riverside, Missouri, Bond Fund – Cee-Kay Supply Project - Equipment” (herein called the “Bond Fund”).

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

Section 503. Disbursements from the Project Fund.

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

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

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative. It is understood that the Trustee shall not make any inspections of the Project Equipment or Project Site nor of any improvements thereon, make any provision to obtain completion bonds, mechanic’s or materialmen’s lien releases or otherwise supervise any repair of any casualty loss or substitution of any condemnation loss in connection with the Project Equipment. The approval of each requisition certificate by the Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

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

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

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

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits Into the Bond Fund.

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

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

Section 602. Application of Moneys in the Bond Fund.

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

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

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

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

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

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and

such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

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

Section 702. Investment of Moneys in Funds. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. Moneys in the Costs of Issuance fund shall be held un-invested. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee shall invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption before the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

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

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

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

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

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

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project Equipment or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements, and hereby authorizes the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder provided a copy of the originally filed financing statement is timely delivered to the Trustee. Unless otherwise notified in writing by the Company or City, the Trustee may conclusively rely upon any originally filed financing statements in filing any continuation statements hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project Equipment and the rents, revenues and receipts derived

from the Project Equipment shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease.

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

(b) The City covenants and agrees that it will enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project Equipment in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Owners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the City and the Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for the Unassigned Rights) if so directed in writing by the Owners of 100% of the Outstanding Bonds. The City agrees that the Trustee, as assignee of the rentals and other amounts to be received by the City and paid by the Company under the Lease, or in its name or in the name of the City, may enforce all rights of the City to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder. So long as not otherwise provided in this Indenture, the Company shall be permitted to possess, use and enjoy the Project Equipment and appurtenances so as to carry out its obligations under the Lease.

ARTICLE IX

DEFAULT AND REMEDIES

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

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

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

such period, it shall not constitute an Event of Default if corrective action is instituted by the City or the Company (as the case may be) within such period and diligently pursued until the default is corrected. While the Company shall have no obligation to cure any default under this Indenture (except for such defaults as result from a default under **Section 12.1** of the Lease), the cure of any default hereunder by the Company shall be accepted as if such cure was made by the City.

Section 902. Acceleration of Maturity in Event of Default; Rescission.

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

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

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

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

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

Section 905. Exercise of Remedies by the Trustee.

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

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

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

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

enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

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

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

Section 908. Application of Moneys in Event of Default.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X

THE TRUSTEE

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

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

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

sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof, unless the Trustee has acted with negligence or willful misconduct in following the specific investment instructions given by the Company.

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

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

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee is under no duty to perform an independent investigation as to any statement or fact contained in any such certificate, opinion or advice it obtains regarding the accuracy or truth of any statement or correctness of any opinion. The Trustee shall not be liable for any action or inaction taken in good faith in reliance on such a certificate or any advice received from counsel, and the Trustee may conclusively rely as to the truth of the statements and the correctness of the opinions or statements expressed therein.

(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. In no event shall the Trustee be liable for consequential damages. The Trustee shall not be liable for any act or omission, in the absence of bad faith, when the Trustee reasonably believes the act or failure to act is authorized and within its powers to perform under the Indenture.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI** hereof, unless the Trustee is specifically notified in

writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

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

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

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

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

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, 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 shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(o) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(p) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and

interruptions, pandemics, epidemics, recognized public emergencies, quarantine restrictions, hacking or cyber-attacks, or other use or infiltration of the Trustee's technological infrastructure exceeding authorized access, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

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

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

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

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

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

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

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

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

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

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

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

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

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

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

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year, to the City, the Company and to any Owner requesting the same and, upon the request of the City, the Company or any Owner, a monthly accounting to any such party,

showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

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

ARTICLE XI

SUPPLEMENTAL INDENTURES

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

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

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond 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 City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

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

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

ARTICLE XII

SUPPLEMENTAL LEASES

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

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the

execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

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

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

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

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

Section 1302. Bonds Deemed to be Paid.

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

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

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

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

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

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

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

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Company is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and the pledgee is not the Company or any affiliate thereof.

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

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

(a) To the City:

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

(b) To the Trustee:

UMB Bank, N.A.
928 Grand Blvd, 12th Floor
Kansas City, MO 64106
Attention: Corporate Trust Department

(c) To the Company:

Cee-Kay Supply, Inc.

Attention: _____

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

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

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

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

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

Section 1407. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1408. Electronic Notice to Trustee. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by electronic notice, provided, however, that such instructions or directions shall be signed by an Authorized Company Representative. If the Company elects to give the instructions by electronic notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. Pursuant to the Lease, the Company agrees to assume all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, City of Riverside, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by the City Clerk, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf by a duly authorized officer, 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:

[SEAL]

ATTEST:

By _____
Name:
Title:

EXHIBIT A
PROJECT SITE

Existing and expanded facilities located at 5654 N.W. River Park Drive in Riverside, Missouri.

EXHIBIT B

PROJECT EQUIPMENT

The Project Equipment consists of the following, to the extent paid for in whole with Bond proceeds:

Relocated Project Equipment (from Quebec Street):

- 50 Ton Vertical
- Ground pump
- P3000
- P1500
- Tom Press and Single Baker
- Saw
- Forklift

New Project Equipment (with anticipated acquisition year):

- 2023 Dry Ice Mfg. Equip
- 2023 Forklift
- 2023 Fill Plant Equip
- 2023 Security Alarms / Cameras
- 2023 Showroom Fixtures
- 2023 Weld Demo Area
- 2023 Appliances
- 2024 (1) 225 Ton Bulk Tank
- 2024 Dry Ice Equipment - Reformer + Packaging Line
- 2024 1 - P3000 + 1 - 750h
- 2024 Front CK Sign
- 2024 2 - Coldjet Reclaim
- 2024 Forklift
- 2024 Fill Plant Equip
- 2025 Outdoor Flammable Storage
- 2025 Fill Plant Equip
- 2025 Security Alarms / Cameras
- 2026 Misc Improvements
- 2027 Misc Improvements

No personal property that is used on a mobile basis or otherwise located other than on the Project Site shall be included in the Project Equipment.

EXHIBIT C
FORM OF BONDS

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

No. 1

**Not to Exceed
\$4,350,000**

**UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF RIVERSIDE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(CEE-KAY SUPPLY PROJECT - EQUIPMENT)
SERIES 2024**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
8.00%	December 1, 2033	_____, 2024

OWNER: CEE-KAY SUPPLY, INC.

**MAXIMUM PRINCIPAL
AMOUNT:** **FOUR MILLION THREE HUNDRED FIFTY THOUSAND
DOLLARS**

THE CITY OF RIVERSIDE, MISSOURI, a fourth-class city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “City”), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts (or by book entry as provided in the Indenture and Lease), and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer (or by book entry as provided in the Indenture and Lease), or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2024, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

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

THIS BOND is one of a duly authorized series of Bonds of the City designated “City of Riverside, Missouri, Taxable Industrial Development Revenue Bonds (Cee-Kay Supply Project - Equipment), Series 2024,” in the maximum aggregate principal amount of \$4,350,000 (the “Bonds”), to be issued for the purpose of acquiring and installing equipment (the “Project Equipment”) at a facility located at 5654 N.W. River Park Drive in the City. The City will lease the Project Equipment to a private sector company (the “Company”), under the terms of a Lease Agreement dated as of September 1, 2024 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, and pursuant to proceedings duly had by the Board of Aldermen of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of September 1, 2024 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the City and UMB Bank, N.A., as trustee (the “Trustee”). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

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

THE BONDS are subject to redemption and prepayment as stated in the Indenture.

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

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

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

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of \$4,350,000.

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.

[remainder of page intentionally left blank]

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 the date set forth above.

CERTIFICATE OF AUTHENTICATION

CITY OF RIVERSIDE, MISSOURI

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

By: _____
Mayor

Registration Date: _____

UMB Bank, N.A.,
as Trustee

ATTEST: _____ (Seal)

By _____
Authorized Signatory

City Clerk

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**CITY OF RIVERSIDE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(CEE-KAY SUPPLY PROJECT - EQUIPMENT)
SERIES 2024**

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

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

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

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

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ 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.

Place signature medallion below:

EXHIBIT D

FORM OF REPRESENTATION LETTER

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

UMB Bank, N.A.
928 Grand Blvd, 12th Floor
Kansas City, MO 64106
Attention: Corporate Trust Department

Re: \$4,350,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Cee-Kay Supply Project - Equipment), Series 2024 of the City of Riverside, Missouri

Ladies and Gentlemen:

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

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of September 1, 2024 (the “Indenture”), between the City of Riverside, Missouri (the “City”) and UMB Bank, N.A., as trustee (the “Trustee”), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project Equipment (as defined in the Indenture) to a private sector company (the “Company”), under a Lease Agreement dated as of September 1, 2024 (the “Lease”), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the “1933 Act”), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

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

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the

purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

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

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

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

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

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

11. The Purchaser is the lessee under the Lease or (i) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, or (ii) any general business corporation or enterprise with total assets in excess of \$100,000,000.

Dated: _____, 20__

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

AN ORDINANCE AUTHORIZING THE CITY TO AMEND A CERTAIN AMENDED AND RESTATED GROUND LEASE AGREEMENT

WHEREAS, the City of Riverside, Missouri, a fourth-class city organized and existing under the laws of the State of Missouri (hereinafter referred to as “Landlord”), and Live Nation Entertainment, Inc., a Delaware corporation (hereinafter referred to as “Tenant”) (collectively the “Parties”) entered into an Amended and Restated Ground Lease Agreement (“Amended Lease”), attached hereto as **Exhibit A**, and incorporated herein authorized pursuant to Ordinance No. 1983, duly passed and approved by the Board of Aldermen and approved and signed by the Mayor on the 7th day of March, 2024; and

WHEREAS, the Parties wish to amend the Amended Lease as provided for in the First Amendment to the Amended Lease (“First Amendment”), attached hereto as **Exhibit B** and incorporated herein, in order to finalize and confirm the deadline for completion of certain obligations related thereto as provided for in the Amended Lease; and

WHEREAS, the Board of Aldermen find that the First Amendment fulfills a public purpose and will further the growth of the City, facilitate the development of Riverside, improve the environment of the City, increase the assessed valuation of the real estate situated within the City, increase the sales tax revenues realized by the City, foster increased economic activity within the City, increase employment opportunities within the City, enable the City to direct the development of the Property, and otherwise be in the best interests of the City by furthering the health, safety, and welfare of its residents and taxpayers; and, approves and authorizes the First Amendment to the Amended Lease in substantially the same form as **Exhibit B**.

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

SECTION 1. BEST INTEREST OF THE CITY AND APPROVAL OF AMENDMENT TO THE LEASE AUTHORIZED PURSUANT TO ORDINANCE NO. 1884 AND THE DEVELOPMENT AGREEMENT RELATED THERETO. The Board of Aldermen find it is in the best interest of the City, in order to further the growth of the City, improve the environment of the City, foster increased economic activity within the City, increase employment opportunities within the City, further the objectives of the TIF Plan, further build out the public infrastructure and otherwise is in the best interests of the City by furthering the health, safety, and welfare of its residents and taxpayers, to authorize the First Amendment to the Amended Lease (“First Amendment”), in substantially the same form as **Exhibit B**, attached hereto and incorporation herein, and said First Amendment is hereby approved.

SECTION 2. AUTHORITY GRANTED. The Mayor is hereby authorized and directed to execute the First Amendment to the Amended Lease in substantially the same form as that attached hereto and incorporated herein as **Exhibit B**, between the City and the Tenant, and the Mayor, City Administrator, Special Counsel to the City - Spencer Fane LLP, and other appropriate officials and employees of the City are hereby authorized and directed to take such further action related thereto as is otherwise necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED: the 17th day of September 2024.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

Approved as to form:

Spencer Fane LLP,
Special Counsel to the City
by Joe Bednar

EXHIBIT A
THE AMENDED AND RESTATED GROUND LEASE

EXHIBIT B
FIRST AMENDMENT TO THE AMENDED AND RESTATED GROUND LEASE

**EXHIBIT C
DEVELOPMENT AGREEMENT**

RESOLUTION NO. R-2024-114

A RESOLUTION AWARING THE BID FOR THE 48th STREET RAIN GARDEN AND APPROVING THE AGREEMENT BETWEEN THE CITY AND SALTER WETLAND ASSOCIATES, LLC FOR SUCH PROJECT

WHEREAS, the City issued a request for bids for the installation and maintenance of the 48th Street Rain Garden (Project No. 102-010) (“Project”); and

WHEREAS, the City received three (3) responses to its request for bid and the proposal submitted by Salter Wetland Associates, LLC (“Salter”) in the amount of \$27,645.00 has been evaluated by the City and recommended as the most advantageous proposal for performance of the project; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into a contract with Salter to perform the Project;

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

THAT the proposal of Salter for the Riverside Pool and Restroom Improvements in the amount of \$27,645.00 is hereby accepted and approved; and

FURTHER THAT an agreement by and between the City of Riverside and Salter in substantially the same form as attached hereto in Exhibit “A” and incorporated herein by reference is hereby authorized and approved; and

FURTHER THAT the project is subject to the requirements of Section 292.675 RSMo, which requires all contractors or subcontractors doing work on the project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration (OSHA) or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. Such training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation; and

FURTHER THAT the Mayor, City Administrator, City Attorney, and Finance Director are hereby authorized to execute all documents and agreements necessary or incidental to carry out the terms and conditions of such bid award and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside Missouri the 17th day of September 2024.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

EXHIBIT "A"

48th Street Rain Garden - Project Manual

PROJECT MANUAL

48th STREET RAIN GARDEN

PROJECT NO: 102-010

The City of Riverside, Missouri

August 16, 2024

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DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS

**CITY OF RIVERSIDE, MISSOURI
ADVERTISEMENT FOR BIDS**

Separate sealed bids for the **48th STREET RAIN GARDEN (102-010)** will be received by the City Clerk at Riverside City Hall, 2950 NW Vivion Road, Riverside, Missouri until **10:00 A.M., on Thursday, September 5, 2024**, and then publicly opened and read aloud at Riverside City Hall.

The Information for Bidders, Form of Bid, Agreement, Plans, Specifications, and other Contract Documents may be examined at the office of the City Engineer at the above city hall address. Copies may also be obtained at the above city hall address. The Information for bidders and advertisement can be viewed on the City of Riverside's website <http://www.riversidemo.com/rfps>.

The City reserves the right to waive any informality or to reject any or all bids.

Dated: August 16, 2024

CITY OF RIVERSIDE, MISSOURI
INFORMATION FOR BIDDERS

The City of Riverside, Missouri (the "City") invites sealed bids on the forms contained in the Bid Package and Contract Documents for the

48th STREET RAIN GARDEN
(Project No. 102-010)

1. Receipt and Opening of Bids. Bids will be received by the City at the office of the City Clerk, Riverside City Hall, 2950 NW Vivion Road, Riverside, MO 64150, until **10:00 a.m.** on **September 5, 2024**, at which time all sealed bids will be publicly opened and read in the presence of one or more witnesses. The envelope(s) containing the bids must be sealed, clearly marked on the outside of the envelope "**48th STREET RAIN GARDEN (Project No. 102-010)**" and addressed to the City Clerk at Riverside City Hall.

The City reserves the right to award the contract by sections, to accept or reject any and all bids, to waive any technicalities or irregularities therein, to determine in its sole discretion the lowest responsive and responsible bidder, and to award the contract on such basis. Any bid may be withdrawn at the request of the bidder for return of the bid packet submitted by filing a written request with the City Clerk prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

2. A Pre-Bid Meeting will be held on August 22nd at 9am at the 48th Street Rain Garden site.

3. Rejection of all Bids. If the City rejects all Bids, the City may: (1) re-advertise or re-solicit Bids following the City's normal bidding procedure; or (2) use an expedited Bid submission schedule when the City determines that the delay would not be in the best interest of the project or the City.

BIDDER AGREES THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY BECAUSE OF SUCH REJECTION, AND THE SUBMISSION OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

4. Preparation and Submission of Bid. Each bid must be submitted on the prescribed form(s) and accompanied by:

- (1) Qualifications of Bidder (Experience Questionnaire) with Certificate of Good Standing
- (2) Affidavit of Work Authorization with E-Verify attached (2 pages)
- (3) Bid Form

All blank spaces for bid prices must be filled in, in ink or typewritten, and the foregoing Certifications must be fully completed and executed when submitted. On alternate items for which a bid is not submitted, a written indication of "no bid" on the bid form is required. No oral, electronic, facsimile or telephonic bids or alterations will be considered.

A complete set of the bidding documents are on file for examination at the office of the City Engineer at Riverside City Hall or on the City of Riverside's website <http://www.riversidemo.gov/rfps>. A copy the bidding documents may be obtained from Riverside City Hall, Telephone 816-741-3993.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL BIDDING AND CONTRACT DOCUMENTS BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT IT HAS READ THE BIDDING AND CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH, THAT CONTRACTOR HAS VISITED THE SITE OF THE WORK TO FULLY INFORM

ITSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS, AND CONTRACTOR HAS INCLUDED IN THE BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK.

The submission of a bid will constitute an incontrovertible representation by the bidder that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

Bids by a corporation must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address shall be shown below the signature.

Bids by a partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

5. Addenda and Interpretations. No interpretation of the meaning to the specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be addressed to:

Resident Project Representative, City of Riverside: Noel Bennion; nbennion@riversidemo.gov

and to be given consideration must be received by **5pm on August 29th, 2024.**

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be mailed by the fastest delivery method available via registered mail or overnight delivery, and may also be mailed electronically or faxed to all prospective bidders recorded as having received the Bid Documents, not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents. Addenda may also be issued to modify the Bid Documents as deemed advisable by the City. At the time of Bid submission, each Bidder shall verify that it has considered all written addenda. **No one is authorized to make any clarifications, interpretations or modifications or give any instructions to the bidders during the bidding period except as described in this Section.**

6. Substitute Material and Equipment. The contract, if awarded, will be on the basis of material and equipment described in the drawings or specified in the specifications without consideration of possible substitute of "or-equal" items. Whenever it is indicated in the drawings or specified in the specifications that a substitute "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to City, application for such acceptance will not be considered by City until after the "effective date of the Agreement".

7. Subcontracts. As part of the experience questionnaire, the bidder shall submit to the City with the Bid a list of all proposed subcontractors to be used on the project. The list shall indicate those portions of the work each subcontractor will be performing. The Contractor shall also submit a list of suppliers of major materials to be used on the project. The list shall indicate which materials each supplier is furnishing.

The Bidder must be capable of demonstrating to the satisfaction of City that bidder has the capability at the time of submission of the bid to manage or perform all of the Work required to be performed on the project by Contractor under the Agreement.

8. Qualifications of Bidder (Experience Questionnaire). The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly

qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. At a minimum, each Bidder must submit the following information with the Bid:

Authority to Do Business in Missouri. Each bid must contain evidence of bidder's qualification and good standing to do business in the State of Missouri or covenant to obtain such qualification prior to award of the contract.

Key Personnel. Identify the following Key Personnel proposed for the Project. (NOTE: Key Personnel must be committed to the Project for its duration, and may not be removed or substituted without the City's prior written consent.)

GC Project Manager
On-Site Field Superintendent
QC/QA Manager
Safety Officer

For each of the Key Personnel, provide the following background information:

- Years of employment with current employer;
- Other projects this person will be involved with concurrently with the project;
- Provide professional registrations, education, certifications and credentials held by the person that are applicable to the Project.

Quality Assurance/Quality Control Plan. Provide a summary of Bidder's Quality Assurance/Quality Control Plan for this project

- Describe key issues that might affect the Project schedule and how Bidder proposes to address them

Statement of Assurances. Provide affirmation of the following items:

- Statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments
- Statement that the Bidder has not been rescinded or debarred from any bidding, contractual, procurement or other such programs by federal state or local entities.
- Statement of Bidder's litigation and/or arbitration history over the past seven (7) years including final ruling. Pending cases must be disclosed with a notation that the matter is still unresolved.
- Provide sworn affidavits as outlined in the Information to Bidders' concerning Bidder's participation in the federal work authorization program.
- Statement that there is no collusion or fraud with reference to illegal relationships of bidders and representatives of the City, bid pooling or strawbids

9. Time of Completion. Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete plant installation by 10/15/24 and all maintenance activities by 12/31/2025. *This bid for maintenance is for 2024-2025. However, the maintenance contract may be renewed for up to 3 additional 1-year periods upon mutual terms and agreement of the parties.*

10. Conditions of Work. Each bidder must inform himself fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible the Contractor, in

carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

11. Laws and Regulations. The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

12. Method of Award - Lowest Responsible Bidder. If at the time this contract is to be awarded, the lowest bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the City as available to finance the contract; the contract will be awarded to the "lowest responsible bidder". If such bid exceeds such amount, the City may reject all bids or may award the contract on such items as identified by and deemed in the best interest of the City, in its sole discretion, as produces a net amount which is within the available funds. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

If this solicitation includes Bid Alternates, the City, in its sole discretion, may include any, all or none of the Alternates in determining the lowest responsible Bid. The City may include the Alternates in any combination and in any order or priority as deemed in the best interest of the City. The City may make this determination at any time after bid closing and prior to contract award. The City will act in the best interest of the City in determining whether to include any, all or none of the Alternates and the combination and priority of any Alternates selected. If additional funding becomes available after Contract award, the City may add any or all of the Alternates to the Agreement by Change Order.

The City may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the City.

The City reserves the right to reject any and all bids, to waive any and all informalities, and the right to disregard all nonconforming, non-responsive or conditional bids. In evaluating bids, the City shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid.

The City may conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the City's satisfaction within the prescribed time.

The City reserves the right to reject the bid of any bidder who does not pass any such evaluation to the City's satisfaction.

If the contract is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation, in the sole determination by the City, indicates to the City that the award will be in the best interests of the project.

13. Obligation of Bidder. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to the bid submitted. On request, City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his bid.

14. Federal Work Authorization Program Participation. Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. The affidavit shall further provide that the successful bidder does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

15. Proof of Lawful Presence. RSMo 208.009 requires that contractors provide affirmative proof that the Contractor is a citizen or permanent resident of the United States or is lawfully present in the United States. Affirmative proof can be established through a Valid Driver's License; US Birth Certificate (certified with an embossed, stamped or raised seal issued by a state or local government – hospital certificates are not acceptable); US Passport (valid or expired); US Certificate of Citizenship, Naturalization or Birth Abroad; US Military Identification Card or Discharge Papers accompanied by a copy of US Birth Certificate issued by a state or local government.

16. Safety Standards and Accident Prevention. With respect to all work performed under this contract, the Contractor shall:

- a. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- b. Maintain at a well known place at the job site, all articles necessary for giving first aid to the injured, and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site.

17. American Products. Pursuant to RSMo 34.353, any manufactured good or commodities used or supplied in the performance of the contract (or subcontract) shall be manufactured or produced in the United States, unless determined to be exempt as provided in state law.

18. Transient Employers. Pursuant to RSMo 285.230, every transient employer (employer not domiciled in Missouri) must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: 1) Notice of registration for employer withholding issued by the Missouri Director of Revenue, 2) Proof of coverage for workers' compensation insurance or self-insurance verified by the Missouri Department of Revenue through the records of the Division of Workers Compensation; and 3) Notice of registration for unemployment insurance issued to such employer by the Division of Employment Security. Contractor shall be liable for a penalty of \$500.00 per day until such notices required by RSMo 285.230 et seq. are posted.

19. Current City Business License. The successful bidder, and all subcontractors, shall obtain a current city business license prior to beginning work.

20. Sales Tax Exemption Certificate. The City will supply the Contractor with a Project Exemption Certificate for use in purchasing plant materials for the project. The Contractor shall, in preparing its bid, omit from its computed costs all sales and use taxes related to the purchase of plant materials incorporated into or consumed in the work of the Project.

21. Non Discrimination and Equal Opportunity. Contractor shall ensure that all employees are treated equally without regard to their race, color, religion, sex, age, handicap or national origin. The City hereby notifies all bidders that socially and economically disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, age, ancestry or national origin in consideration for an award. The City of Riverside is an equal opportunity employer and encourages minority, women and disadvantaged contractors to submit bids.

22. Signing of Agreement. When City gives a Notice of Award to the successful bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement and all other Contract Documents. Within two (2) days thereafter Contractor shall sign and deliver at least three (3) counterparts of the Agreement to City with all other Contract Documents attached and signed as required, together with the required evidence of insurance, city licenses and work authorization affidavit and documentation. Within two (2) days thereafter City will deliver all fully signed counterparts to Contractor. The City may issue a Notice to Proceed with or at any time after delivery of signed counterparts to Contractor.

BID FOR UNIT PRICE

To: City of Riverside, Missouri
Project: 48th STREET RAIN GARDEN
Project No. 102-010
Date 08/30/2024

Proposal of Salter Wetlands Associates, LLC (hereinafter called "Bidder") a corporation/partnership/individual/or other entity organized and existing under the laws of the State of Missouri, a corporation/partnership/ or individual doing business as Salter Wetlands Associates, LLC.

To the City of Riverside, Missouri (hereinafter called "City")

To Whom It May Concern:

The Bidder, in compliance with your invitation for bids for the above referenced project having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the project by 10/15/24.

Bidder acknowledges receipt of the following addendum(s):

Bidder agrees to perform all of the project work described in the scope of work, for the unit prices contained in the attached Bid for Unit Price attached hereto. The total bid amount is:

(\$ 20,145)

The unit prices attached shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with Article VII of the Agreement.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 2 days.

THE UNDERSIGNED BIDDER AGREES THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY OF RIVERSIDE, MISSOURI BECAUSE OF SUCH REJECTION, AND THE FILING OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

Respectfully submitted:

(SEAL - if bid is by a corporation)

By Salter Wetlands Associates, LLC

Name: John S. Salter, Jr

Title: Owner/Operator

Street: 4512 N Heatherwood Dr

City, State, Zip: St Joseph, MO 64506

Phone: 816-424-9554

BID FORM

BID FOR UNIT PRICE CONTRACTS (Pricing)

CONTRACTOR: Salter Wetlands Associates, LLC

48TH STREET RAIN GARDEN (102-010)

ITEM NO.	BID ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Site Preparation	1	LS	\$3,500.00	\$3,500.00
2	Planting of provided shrubs	6	EA	\$450.00	\$2,700.00
3	Planting of provided perennials & sedges	686	EA	\$7.50	\$5,145.00
4	3" of Mulch across all landscape areas	35	CY	\$100.00	\$3,500.00
5	Maintenance (from install to 12/31/25)	1	LS	\$4,000.00	\$4,000.00
6	Watering all plants	1	EA	\$125.00	
BASE BID TOTAL :					
ALTERNATE					
6	Decorative Rock	114	SF	\$650.00	\$1,300.00

Item NO. 1

- Remove existing plants by spraying with weed killer and/or manual removal.
- Haul away all removed plants, weeds, pruned debris, etc. and dispose of it properly.
- Remove dirt from existing rock as shown on plans

Item NO. 2-3

- Install plants in locations and quantities as shown on the plans and plant list.

Item NO. 4

- Install 3" thick hardwood mulch.

Item NO. 5

- Maintenance of rain garden from installation to 12/31/25. Includes weeding, mulching, herbicides, and trash removal. Plant replacements shall be covered under the one-year warranty.

Item NO. 6

- Install Sand Sage River Rock 1-2" size or approved equal on top of existing rock.

EXPERIENCE QUESTIONNAIRE

(To be completed by each Bidder and submitted with Bid)

FAILURE TO COMPLETE THIS FORM WILL RESULT IN THE REJECTION OF THE BID.

Salter Wetlands Associates, LLC _____ John S. Salter, Jr _____
(Company Name) (Primary Contact Name)
4512 N Heatherwood Dr _____ St. Joseph, MO 64506 _____
(Address) (City, State, Zip Code)
816-424-9554 _____ salterwetlands@gmail.com _____
(Phone Number) (Fax Number) (E-mail)

Federal ID Number: _____ or SSN: 252719154

(Check all that apply)

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Plant Installation | <input checked="" type="checkbox"/> Invasive Plant Removal | <input checked="" type="checkbox"/> Mulching |
| <input checked="" type="checkbox"/> Landscape Chemicals | <input checked="" type="checkbox"/> Pruning / Deadheading | <input checked="" type="checkbox"/> Weeding |

Name of State(s) in which incorporated: Missouri (previously South Carolina)

Date(s) of incorporation: 2020

Attach Certificate of Good Standing for State in which incorporated.

If not incorporated in Missouri, also **attach Certificate of Authority to do Business in Missouri.**

Certificate Number: LC014571950 Date: Aug 22, 2024

Name of the following officers:

(President's Name) (Vice-President's Name)

(Secretary's Name) (Treasurer's Name)

Date of Organization: _____

Type of Partnership: _____ General Limited _____ Association

Names and addresses of all partners (use additional sheet if necessary):

John S. Salter, Jr _____ 4512 N Heatherwood Dr _____ St. Joseph, MO 64506 _____
(Name) (Address) (City, State, Zip)

(Name) (Address) (City, State, Zip)

1. How many years has your Company been in business as a contractor under your present business name? 4
2. List all other prior business names and locations under which you or any partner, principal or other officer of your company has ever done business:

3. How many years' experience in the proposed type and size of work has your Company had: (a) as a general contractor 4; (b) as a subcontractor ?
4. List the three most recent projects your Company has completed similar in scope to the proposed work:

Project Name or City Capitol Building Bermuda Grass Columbia, SC

Contact Name Dwight Cathcart Phone 803-737-2175

Contract Amount \$ 40,000 When Completed? Feb '24

Description of Work Landscaping: remove overgrown and undesired shrubs, provide and install 2 cherry trees, prepare garden beds, provide and install ground cover with mulch

Project Name or City _____

Contact Name _____ Phone _____

Contract Amount \$ _____ When Completed? _____

Description of Work _____

Project Name or City _____

Contact Name _____ Phone _____

Contract Amount \$ _____ When Completed? _____

Description of Work _____

5. What other important projects has your Company completed?

Project Name or City _____

Contact Name _____ Phone _____

Contract Amount \$ _____ When Completed? _____

Description of Work _____

Project Name or City _____

Contact Name _____ Phone _____

Contract Amount \$ _____ When Completed? _____

Description of Work _____

6. Have you ever failed to complete any work on a project or defaulted on a contract? If so, where and why? (attach additional pages if necessary)

no

7. The experience of the Key Personnel in your Company is required. At a minimum, information regarding experience and qualifications of the following positions must be provided: GC Project Manager, On-Site Field Superintendent, QC/QA Manager, Safety Officer.

NAME John S. Salter, Jr **Position** General Contractor

Years of experience: 4

Magnitude & Type of Work Environmental contractor and general contractor for projects smaller than \$100k

In What Capacity? owner & operator, lead crews when necessary

Years of Employment with Contractor: 4

Other projects this individual will be involved with concurrently with this project:

none

Education, professional registrations, certifications and credentials held by individual applicable to the Project:

John S. Salter Jr, MS Biology, Kansas General Building Contractor A

NAME _____ Position _____

Years of experience: _____

Magnitude & Type of Work _____

In What Capacity? _____

Years of Employment with Contractor: _____

Other projects this individual will be involved with concurrently with this project:

Education, professional registrations, certifications and credentials held by individual applicable to the Project:

NAME _____ Position _____

Years of experience: _____

Magnitude & Type of Work _____

In What Capacity? _____

Years of Employment with Contractor: _____

Other projects this individual will be involved with concurrently with this project:

Education, professional registrations, certifications and credentials held by individual applicable to the Project:

8. List the major items of equipment which you own or which will be used on the project:

<u>Quantity, Description, & Capacity</u>	<u>Age in Years</u>	<u>Condition</u>
mini-skid steer		Like New (Used)

9. List below the contracts to which your company, any principal in your company, or any prior companies owned by a principal in your company were a party during the previous seven (7) years that involved litigation of any type, arbitration, mechanics lien claim or other claim in an amount over \$10,000 (include pending cases with a notation that the matter is still unresolved):

None

10. On a typical project, what percent of the work is completed by your own forces? 100 % What percent by subcontract? %. List subcontractors you propose to use on this project and their responsibility in this contract.

	<u>Subcontractor Name</u>	<u>Contract Responsibility</u>	<u>% of Contract</u>
(1)	_____	_____	_____
	Address State Zip Phone Number		
(2)	_____	_____	_____
	Address State Zip Phone Number		
(3)	_____	_____	_____
	Address State Zip Phone Number		
(4)	_____	_____	_____
	Address State Zip Phone Number		
(5)	_____	_____	_____
	Address State Zip Phone Number		

11. Is your Company current on payment of Federal and State income tax withholdings and unemployment insurance payments? yes.

If the answer is no, please provide detail: _____

12. Has your Company, or any principal in your company, been rescinded or debarred from any bidding, contractual, procurement or other such programs by federal, state or local entities? No.

If the answer is yes, please provide detail: _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Experience Questionnaire and agrees to hold any such person, firm or corporation harmless for providing any such information to the City of Riverside. The undersigned agrees that there is no collusion or fraud with reference to illegal relationships of bidders and representatives of the City, bid pooling or strawbids.

Dated on behalf of said Company this 03 day of September 2024.

By: John S. Salter Jr

Name: John S. Salter Jr

Title Owner/Operator

State of Missouri)
County of Buchanan) ss

BEFORE ME, the undersigned notary, personally appeared John S Salter Jr who being duly sworn, deposes and says that he or she is the owner/operator of Salter Wetlands Associates LLC, that he/she has been authorized by such company to complete the foregoing statement, and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to me before this 3 day of Sep 2024.

My commission expires: March 17, 2025 [Signature] Notary Public

BENJAMIN FIDLER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR BUCHANAN COUNTY
MY COMMISSION EXPIRES MAR. 17, 2025
ID #21224806

AFFIDAVIT for WORK AUTHORIZATION

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

State of Missouri)

County of Buchanan) ss:

BEFORE ME, the undersigned notary, personally appeared John S. Salter Jr., who, being duly sworn, states on his/her oath or affirmation as follows:

1. My name is John S. Salter Jr. and I am currently the Owner of Salter Wetlands Associates, LLC (hereinafter "Contractor"), whose business address is 4512 N. Heatherwood Dr, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Riverside: **48th STREET RAIN GARDEN (Project No. 102-010)**.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant sayeth not.

[Signature]
Signature of Affiant
Printed Name: John S. Salter Jr

Subscribed and sworn to before me this 3 day of Sep, 2024.

[Signature]
Notary Public

***PLEASE NOTE:** Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding: (1) a valid, completed copy of the first page identifying the Contractor; and (2) a valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security – Verification.

BENJAMIN FIDLER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR BUCHANAN COUNTY
MY COMMISSION EXPIRES MAR. 17, 2025
ID #21224806

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

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

SALTER WETLANDS ASSOCIATES, LLC
LC014571850

was created under the laws of this State on the 22nd day of August, 2024, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 30th day of August, 2024.


Secretary of State



Certification Number: CERT-08302024-0007

**AGREEMENT
BETWEEN
CITY OF RIVERSIDE, MISSOURI AND**

Contractor: _____

**FOR
COMPLETION OF
48th STREET RAIN GARDEN
Project No. 102-010**

RESOLUTION NO.: 2024-

CONTRACT PRICE: \$27,645.00

AGREEMENT BETWEEN CITY OF RIVERSIDE AND CONTRACTOR

48th STREET RAIN GARDEN

Project No: 102-010

THIS AGREEMENT, made and entered into as of the 17th day of September, 2024, by and between the City of Riverside, Missouri (“City”), and Salter Wetland Associates, LLC (“Contractor”), shall govern all Work to be provided by Contractor for City on the Project.

WHEREAS, City, under the provisions of Resolution No. 2024-____, duly approved on the 17th day of September, 2024 and by virtue of the authority vested in City by the general ordinances of City, intends to enter into one or more contracts for the Project; and

WHEREAS, the Mayor is authorized and empowered by City to execute contracts on behalf of City, and the City Administrator (“Administrator”) is authorized to perform Administrator’s functions set forth in this Agreement; and

WHEREAS, Administrator may designate one or more engineers, architects, or other persons to assist Administrator in performing Administrator’s functions under this Agreement; and

WHEREAS, City desires to enter into an agreement with Contractor to obtain labor, services, materials, supplies, tools, equipment, supervision, management, and other items as set forth in this Agreement; and

WHEREAS, Contractor represents that Contractor is equipped, competent, and able to provide all the Work, in accordance with this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and consideration herein contained, IT IS HEREBY AGREED by City and Contractor as follows:

**ARTICLE I
DEFINITIONS**

As used in this Agreement and the other Contract Documents, the following words and phrases shall have the respective meanings set forth below. Any capitalized terms used but not defined in this Agreement shall have the meanings given to such terms in the other Contract Documents.

- A. “Administrator” has the meaning set forth in the recitals of this Agreement.
- B. “Invoice” has the meaning set forth in Article VI, Paragraph A of this Agreement.
- C. “City” has the meaning set forth in the preamble of this Agreement.
- D. “Change Order” means a change to the Project, which has been approved in accordance with the terms of this Agreement, specifically including, without limitation, the requirements set forth in Article VII of this Agreement.

- E. “Contract Amount” has the meaning set forth in Article III, Paragraph A of this Agreement.
- F. “Contract Documents” has the meaning set forth in Article V, Paragraph A of this Agreement.
- G. “Contractor” has the meaning set forth in the preamble of this Agreement.
- H. “Notice to Proceed” has the meaning set forth in Article IV, Paragraph A of this Agreement.
- I. “Project” means the building, facility, and/or other improvements for which Contractor is to provide Work under this Agreement. The Project may also include construction by City or others.
- J. “Resident Project Representative” means the following employee of the City of Riverside who shall manage the Project on behalf of the City: Noel Bennion – nbennion@riversidemo.com 816-372-9028.
- K. “Subcontractor” means a person, firm or corporation supplying labor and materials or only labor for the Work for, and under separate contract or agreement with, the Contractor.
- L. “Substantial Completion” means the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.
- M. “Work” or “Work on the Project” means work to be performed at the location of the Project, including the transportation of materials and supplies to or from the location of the Project by employees of the Contractor and any Subcontractor. Work shall include all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to accomplish the results and objectives described in Exhibit B (Scope of Work) and Exhibit C (Technical Specifications) to this Agreement and the other Contract Documents, in full compliance with all requirements set forth in the Contract Documents, subject to additions, deletions, and other changes as provided for in this Agreement. The Work may refer to the whole Project, or only a part of the Project if work on the Project also is being performed by City or others.

ARTICLE II THE PROJECT AND THE WORK

- A. Contractor shall provide and pay for all Work for the Project.
- B. Contractor represents that it has evaluated and satisfied itself as to all conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) labor supply and costs, and (4) availability and cost of materials, tools, and equipment. City shall not be required to make any adjustment in either the Contract Amount or the time for performance of the Work because of Contractor’s failure to do so.
- C. The Resident Project Representative shall act as the City’s representative during the work period, shall decide questions which may arise as the quality and acceptability of materials furnished and

Work performed, and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Resident Project Representative may recommend, but cannot approve Change Orders resulting in an increase in time of performance or payments due to Contractor. The Resident Project Representative will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be at the factory or fabrication plant of the source of the material supply. The Resident Project Representative will not be responsible for the work means, controls, techniques, sequences, procedures or work safety.

D. Contractor may be furnished additional instructions and detail drawings by the Resident Project Representative, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the contract drawings, and the Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

ARTICLE III CONTRACT AMOUNT

A. Provided Contractor performs all Work in accordance with the Contract Documents and complies fully with each and every obligation of Contractor under the Contract Documents, City shall pay Contractor the sum of Twenty-Seven Thousand Six Hundred Forty-Five Dollars (\$27,645.00). This amount shall include all costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work, and shall be referred to as the "Contract Amount."

B. The Contract Amount is subject to final determination of Work performed at unit prices set forth in the Bid for Unit Price Contracts completed by Contractor. The quantities of unit price Work set forth in Contractor's Bid for Unit Price Contracts are estimates only, are not guaranteed, and are solely for the purpose of comparing bids and determining an initial Contract Amount. Unless otherwise stated elsewhere in the Contract Documents, (1) determination of the actual quantities and classifications of unit price Work performed will be made by City and (2) final payment for all unit price items set forth in Contractor's Bid for Unit Price Contracts will be based on actual quantities as determined by City. The Contractor is responsible for verifying the unit quantities before excavation and/or installation at the Project site. Contractor shall identify and notify the City of any variance in unit quantities in excess of ten percent (10%) of the amount set forth in Contractor's Bid for Unit Price Contracts IN ADVANCE of performing the Work. Any increase in quantities of materials or Work performed as a result of over-excavation by Contractor will not be compensated.

C. Payment of the Contract Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the Contract Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Contract Amount. The Work set forth in the Contract Amount shall be itemized in Contractor's Bid for Unit Price Contracts. All Work not specifically set forth in Contractor's Bid for Unit Price Contracts as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses,

taxes and compensation of every kind in connection therewith are included in the Contract Amount set forth in Contractor's Bid for Unit Price Contracts.

D. THIS AGREEMENT IS SUBJECT TO THE CITY ORDINANCES, AND PAYMENT SHALL BE LIMITED TO THE AMOUNT OF PARTICULAR APPROPRIATION FOR THE WORK BY THE BOARD OF ALDERMEN. THE TOTAL PAYMENT UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPROPRIATION CONTAINED IN THE APPLICABLE RESOLUTIONS OR ORDINANCES ADOPTED BY THE BOARD OF ALDERMEN AUTHORIZING THE WORK AND CONTRACTOR SHALL NOT SEEK, NOR BE ENTITLED TO, PAYMENT EXCEEDING THIS AMOUNT UNLESS CITY DIRECTS CONTRACTOR TO PERFORM ADDITIONAL WORK IN ACCORDANCE WITH THIS AGREEMENT, AND CITY ENACTS ANOTHER RESOLUTION OR ORDINANCE AUTHORIZING THE AMOUNT CITY AGREES TO PAY UNDER THIS AGREEMENT.

ARTICLE IV PROGRESS OF WORK /SUBMITTALS

A. COMMENCEMENT OF WORK. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents. Contractor shall commence performance of the Work on the date indicated in a written notice ("Notice to Proceed") that shall be given by City to Contractor.

B. TIME FOR COMPLETION. Contractor shall achieve Substantial Completion of all maintenance activities, as defined in Article I hereof, no later than 12/31/2024. Contractor shall achieve Substantial Completion of all plant installation activities, as defined in Article I hereof, no later than 10/15/2024. The Contractor will proceed with the Work at such rate of progress to ensure Substantial Completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time to achieve Substantial Completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted, except in case of unusual (unseasonable) weather conditions or additional work requested by the City under Change Order. Following Substantial Completion, Contractor shall proceed to complete all uncompleted Work items as promptly as permitted by weather conditions or any other conditions affecting completion of the Work.

C. TIME OF THE ESSENCE. Time is of the essence in the performance of the Work and any other Contractor obligations under the Contract Documents. Contractor shall upon commencement of work, work daily to complete the Work except for Saturdays, Sundays, holidays, and days of inclement weather. This Paragraph does not preclude Contractor from working Saturdays, Sundays, holidays, or days of inclement weather. Contractor shall give the City at least 48 hours notice if intending to work on Saturday, Sunday, holidays or days of impending inclement weather.

D. WORK SCHEDULE. Promptly after the execution of this Agreement, and in any event before commencing performance of the Work, Contractor shall submit to City for approval a work schedule that specifies the dates on which Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Upon City's written approval of the schedule, Contractor shall comply with it unless directed by City to do otherwise.

Contractor shall update the schedule on a monthly basis or at more frequent appropriate intervals if required by the conditions of the Work and the Project. With each Invoice under Article VI of this Agreement, Contractor shall submit an updated, current schedule. Neither the original schedule nor any update shall exceed time limits for the entire Project under the Contract Documents.

E. PHOTOGRAPHS OF PROJECT. The Contractor shall furnish photographs of the Project site in the number, type, and stage as enumerated below:

1. Pre-work photos - minimum of 15 ground level digital shots
2. Installation / significant change photos - minimum of 15 ground level digital shots
3. Post-work photos - minimum of 15 ground level digital shots

F. DELAY IN PERFORMANCE. In the event the City determines that performance of the Work is not progressing as required by the Contract Documents or that the Work is being unnecessarily delayed or will not be finished within the prescribed time, the City may, in the City's sole discretion and in addition to any other right or remedy City may have, require Contractor, at Contractor's sole cost, to accelerate Contractor's progress. Such acceleration shall continue until the progress of the Work complies with the Contract Documents and clearly indicates that all Work will be completed within the prescribed time.

G. SUSPENSION OF WORK. The City may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor which shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension

H. DRAWINGS AND SPECIFICATIONS. The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental Work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the City. In case of conflict between the drawings and specification, the specifications shall govern. Figure dimensions on drawings shall govern over general drawings. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Resident Project Representative in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

I. MATERIALS, SERVICES AND FACILITIES. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary work of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer. Material, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Resident Project Representative. Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or by any Subcontractor subject

to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

J. INSPECTION AND TESTING OF MATERIALS. All materials and equipment used in the work of the Project shall be subject to inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents. Inspections, tests or approvals by the Resident Project Representative or others shall not relieve the Contractor from the obligation to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative and the City's representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all Work, materials, payrolls, records or personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

If any Work is covered prior to inspection by the Resident Project Representative it must, if requested by the Resident Project Representative, be uncovered for the Resident Project Representative's observation and replaced at the Contractor's expense.

K. CORRECTION OF WORK. The Contractor shall promptly remove from the Project site all Work rejected by the Resident Project Representative for failure to comply with the Contract Documents, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of written notice, the City may remove such Work and store the materials at the expense of the Contractor.

L. SUBSTITUTIONS. Whenever a material, article, or piece of equipment is identified on the drawings and specifications by referenced to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by referenced to brand name or catalog number, if, in the opinion of the City, such material, article or piece of equipment is of equal substance function to that specified, the City may approve, in writing, its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and in such event the Contract Documents shall be modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

M. LANDS & RIGHT OF WAY. Prior to issuance of Notice to Proceed, the City shall obtain all lands and rights-of-way necessary for the carrying out and completion of Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed by the Contractor and City, in writing. The City shall provide to Contractor information which delineates and describes the lands owned and right of way acquired. The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary work facilities, or for storage of materials.

N. SURVEYS, PERMITS AND REGULATIONS. The City shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the City, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for work such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

Permits and licenses of temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the supplemental general conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in Article VII changes in the Work.

O. SUBSURFACE CONDITIONS. The Contractor, before bidding the Project, has the responsibility to become familiar with the Project site and the conditions under which Work will have to be performed during the work period. The Contractor shall promptly, and before such conditions are disturbed (excepting an emergency), notify the City by written notice of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. Contractor shall also be required to notify City of any unknown physical conditions at the site of unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents at the location of the Project. The City shall investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, the Contract Documents may be modified by Change Order as provided in Article VII. Any claim of the Contractor for adjustment hereinafter shall not be allowed unless the required written notice has been given; provided that the City may, if the City determines the facts so justify consider and adjust any such claims asserted before the date of the final payment. No extra compensation will be paid for rock excavation or varying geologic features encountered on the Project, unless so shown as a bid item in the Bid Form for bid. If man-made hazards are encountered by the Contractor, excluding utilities, which are not visible from the surface, such as buried concrete foundations, buried garbage dumps that cannot be by-passed and requires additional Work consult the Resident Project Representative.

P. SUPERVISION BY CONTRACTOR. The Contractor will supervise and direct the Work. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of work. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor or the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be a binding as if given to the Contractor. The supervisor shall be present

on the site at all times as required to perform adequate supervision and coordination of the Work.

ARTICLE V CONTRACT DOCUMENTS

A. The following documents, and any other documents that are attached to, incorporated by reference into, or otherwise included in them, and all Change Orders, are hereby incorporated into this Agreement, and form the entire agreement between City and Contractor, and are referred to as the Contract Documents:

1. INFORMATION FOR BIDDERS
2. BID FOR UNIT PRICE CONTRACTS
3. BID FORM
4. EXPERIENCE QUESTIONNAIRE
5. AFFIDAVIT OF WORK AUTHORIZATION
6. This AGREEMENT BETWEEN CITY OF RIVERSIDE AND CONTRACTOR
7. TIME FOR COMPLETION
8. SCOPE OF WORK
9. TECHNICAL SPECIFICATIONS
10. NOTICE TO PROCEED
11. CHANGE ORDER FORM

B. Contractor represents that it has examined and become familiar with the Contract Documents in their entirety, that any and all ambiguities, inconsistencies, and conflicts observed by Contractor have been called to City's attention in writing and have been resolved in writing to Contractor's satisfaction. Except for actual conflict between provisions in the Contract Documents, making it impossible for Contractor to comply with all provisions of the Contract Documents, the Contract Documents shall be cumulative, and Contractor shall comply with all provisions of all Contract Documents. In case of actual conflict, Contractor shall notify City of the conflict in writing and then shall comply with such provisions of the Contract Documents as City directs.

ARTICLE VI PAYMENTS

A. Invoice format shall be aligned with Bid Form by listing quantities, areas, and tasks completed in each area.

B. On or about the first day of Contractor's monthly accounting period, Contractor shall submit an invoice to the Resident Project Representative. Contractor shall identify each Subcontractor and supplier whom Contractor intends to pay from the requested payment and shall state the amount Contractor intends to pay each such Subcontractor and supplier. An Invoice shall not include a request for payment for any portion of the Work that was performed or furnished by a Subcontractor or supplier if Contractor does not intend to pay such Subcontractor or supplier from such payment, nor shall the

Invoice include a request for payment for any Work performed deemed unsatisfactory by City. Contractor shall include with each Invoice all supporting documentation as City may require. The City shall, within fifteen (15) days, review and approve such Invoice, or return the Invoice to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Invoice. Within fifteen (15) days of its receipt of payment from City, Contractor shall pay all Subcontractors and suppliers to whom payment is owed from the amount paid to Contractor.

C. All payments under this Agreement shall be made only upon the approval of Resident Project Representative and Administrator. Resident Project Representative shall review each Invoice and certify for payment such amounts as Resident Project Representative determines are due Contractor.

D. The City Treasurer, upon presentation of an Invoice, shall prepare a check for the sum certified to be due, payable out of the funds in the City Treasury available for Contractor under the authorizing Resolution or Ordinance approved by the Board of Aldermen. Payment shall be made to Contractor after the Board of Aldermen review and approve the payment and authorize the Mayor and City Treasurer to sign and deliver the check.

E. Neither Administrator or Resident Project Representative's approval certificate nor payment made to Contractor shall constitute acceptance of any part of the Work. Contractor shall remain obligated to perform all Work in accordance with the Contract Documents.

F. Acceptance of final payment by Contractor shall release City from all further obligations to Contractor, except as to such amounts, if any, Contractor has identified in its final Invoice as claimed by Contractor. All claims not identified in the final Invoice are waived. Any payment, however final or otherwise, shall not release the Contractor from any obligations under the Contract Documents.

G. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:

1. Unsatisfactory job progress,
2. Defective Work,
3. Failure to make payments to Subcontractors or suppliers,
4. Reasonable evidence that all Work cannot be completed for the unpaid balance of the Contract Amount,
5. Damage by Contractor or Subcontractors or suppliers to property of City or others,
6. Contractor's breach of this Agreement, or
7. Contractor's failure to provide requested documentation.

H. The Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to Subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay Subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay Subcontractors and

suppliers directly. Any payments made to Subcontractors and suppliers shall be charged against the Contract Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any Subcontractor or supplier to seek payment directly from City.

I. Notwithstanding any other provision for payment contained herein, in the event the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675 RSMo has occurred and that a penalty shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Agreement.

ARTICLE VII CHANGES/CLAIMS

A. City, without invalidating this Agreement, may at any time and without notice to any surety, order additions to, deletions from, or other changes to the Work. Upon receipt of such an order, in writing, Contractor shall proceed as and when directed in the order. Contractor shall not proceed with any addition, deletion, or other change without a written order. No oral direction or order shall constitute authority for Contractor to proceed with any addition, deletion, or other change. If Contractor undertakes any addition, deletion, or other change without a written order from City, Contractor shall not be entitled to any increase in the Contract Amount or the time for performance of the Work, and Contractor shall be solely and completely responsible for the acceptability to City of the addition, deletion, or other change.

B. If a change to the Work causes a net increase or decrease in the cost of Contractor's performance, the Contract Amount shall be increased or decreased as follows:

1. If the Work is covered by unit prices set forth in Contractor's Bid for Unit Price Contracts, by application of such unit prices to the quantities of the items involved; or
2. If the Work involved is not covered by unit prices set forth in Contractor's Bid for Unit Price Contracts, by a lump sum as to which Contractor and City mutually agree prior to the commencement of performance of the change.

C. If a change to the Work causes an increase or decrease in the time required for Contractor's performance, an equitable adjustment to the time for performance shall be made.

D. A change in the Contract Amount or the time for performance of the Work shall be accomplished only by written Change Order, which shall state the increase or decrease, if any, in the Contract Amount or the time for performance. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that City has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any such enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in the time for performance of the Work.

E. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct

and indirect costs associated with such change and any and all adjustments to the Contract Amount and time for performance of the Work.

F. If Contractor is delayed or interfered with at any time in the commencement or prosecution of the Work by an act or neglect of City, an employee, officer, or agent of City, or an architect or engineer or separate contractor engaged by or on behalf of City, or by changes ordered in the Work, an act of God, fire, or other cause over which Contractor has no control and that Contractor could not reasonably anticipate, the time for performance of the Work shall be equitably extended, provided that Contractor gives notice as provided for in Paragraph G below.

G. Any claim by Contractor for additional time or money for the performance of the Work, including but not limited to any claim based on or arising out of an addition to, deletion from, or other change to the Work and/or delay to or interference with commencement or prosecution of any of the Work, shall be submitted to City's designated representative within five (5) working days of the beginning of the event for which the claim is made or on which it is based. If any claim is not submitted within the five-day period, it shall be deemed waived.

H. No change or claim, nor any delay or dispute concerning the determination of any increase or decrease in the amount of time and money for the performance of the Work, shall excuse Contractor from proceeding with prosecution of the Work, including any Work as changed.

ARTICLE VIII INSURANCE

A. Contractor shall, at all times during the performance of any of the Work, maintain not less than the following insurance coverages and amounts:

1. COMMERCIAL GENERAL LIABILITY INSURANCE written on an occurrence basis, and agrees it's coverage will not contain any restrictive endorsement(s) excluding or limiting ongoing and completed operations, personal & advertising injury, blanket contractual liability or cross liability, independent contractors, broad form property damage, bodily injury, and agrees it's coverage will not contain any restrictive endorsement(s) excluding explosions, collapse, and underground with a minimum limit of \$1,000,000 each occurrence. If a general aggregate limit applies, either the general aggregate limit shall be twice the required per occurrence limit or the general aggregate shall apply separately to this project (ISO CG 20 03), or if there are multiple locations (ISO CG 25 04).
2. COMPREHENSIVE BUSINESS AUTOMOBILE LIABILITY INSURANCE for all owned, non-owned and hired automobiles and other vehicles used by Contractor with a combined single limit of \$1,000,000 minimum.
3. WORKERS COMPENSATION INSURANCE with statutory limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.

4. **BUILDER'S RISK** - Unless otherwise provided, Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk", including testing, when required, or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The Contractor shall be solely responsible for any deductible amounts. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include the interests of the City, the Contractor, subcontractors and sub-subcontractors and suppliers in the Project. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, an Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, and equipment. The Installation Floater shall provide property damage coverage for any building, structure, or equipment damaged, impaired, broken, or destroyed during the performance of the work, including transit, installation, and testing at the City's site.

5. **CLAIMS-MADE POLICIES**

If any of the required policies provide coverage on a claims-made basis:

- The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold

6. **UMBRELLA OR EXCESS LIABILITY** may satisfy minimum liability limits required above for Commercial General Liability (CGL) under an Umbrellas or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrellas or Excess Liability: however, the Annual Aggregate limit shall not be less than the highest Each Occurrence limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the City its officers, agents, volunteers, lessees, invitees and employees, covered as an additional insured on the Umbrellas or Excess Liability and the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

B. Prior to construction starting, Contractor shall furnish the City with certificates of insurance evidencing the required coverage, conditions, and limits required by this agreement and make the City, its officers, agents, volunteers, lessees, invitees, and employees, covered as an additional insured on each policy of insurance that Contractor is required to maintain under the contract documents and provide the appropriate additional insured endorsement(s). Each additional insured endorsement shall expressly afford coverage to the additional insured's not only arising out of the named insured's operations or work but also arising out of the named insured's completed operations. All insurance shall be written by an insurer or insurers acceptable to City and with a minimum financial rating not lower than "A-" in Best's Insurance Guide, latest edition.

C. City's receipt or review of any certificate of insurance reflecting that Contractor or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement of the contract documents shall not constitute a waiver of any of City's insurance rights under the contract documents, with all such rights being fully and completely reserved by the City.

D. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

E. Similarly, Contractor shall require insurance with the same coverage and limits from its subcontractors and suppliers, and their insurance policies shall be endorsed to name the same additional insureds as required of Contractor.

F. All completed operations coverages shall be maintained by Contractor and its subcontractors or suppliers for five (5) years following the completion of the Project.

G. Any coverage available to the City as a named insured shall be secondary, so that the coverage to the City as an additional insured on the policies maintained by Contractor and subcontractors is primary, including any umbrellas or excess policies.

H. No provision of this agreement shall constitute a waiver of the member's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law. For any claim or suit seeking damages from the Missouri municipality scheduled in this endorsement because of "bodily injury", "property damage", or "personal and advertising injury" caused by "your work", the coverage provided herein does not apply to any claim or "suit" which is barred by the doctrines of sovereign immunity, qualified immunity, and/or official immunity although defense of such actions will be provided. No provision of this condition of coverage, endorsement, or this policy, will constitute a waiver of this company's right to assert a defense based on the doctrines of sovereign immunity, qualified immunity, and/or official immunity.

I. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

J. If Contractor is a transient employer as defined in Section 285.230 RSMo, Contractor must post in a prominent and easily accessible place at the Work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the Director of Revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the records of the Division of Workers' Compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo be liable for a penalty of \$500 per day until the notice required by this Paragraph are posted as required by law.

K. Any self-insured retention (SIR) must be declared to and approved by the city prior to any work being performed under this agreement. When the SIR exceeds \$25,000, the city may require proof of ability to pay all claims handling and defense costs, such as an audited financial statement or bond. Any SIR is the sole responsibility of the contractor or sub-contractor, if any. The city reserves the right to deduct from the final payment to the contractor any unsatisfied SIR which would result in a lien against the project. All SIRs will be shown on the Certificate of Insurance.

ARTICLE IX INDEMNITY

A. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that such claim, damage, loss, or expenses is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused or allegedly caused by the negligent or willful acts or omissions of Contractor, a Subcontractor or supplier, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. This obligation is not intended to, and shall not, negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person as set forth in this Agreement.

B. In claims against any person or entity indemnified herein by an employee of Contractor, a Subcontractor or supplier, or anyone directly or indirectly employed by them or for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or a Subcontractor or supplier under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE X PATENT LIABILITY

Contractor agrees to defend, indemnify, and hold harmless City, its officers, employees and agents from and against any claim, action or suit that may be brought against them for Contractor's infringement of any Letters Patent in the performance of this Agreement or any breach or violation of trademark or proprietary or trade secret rights of others, as well as against any judgments, decrees,

damages, costs and expenses sought, adjudicated, or recovered against any of them, on account of any such actual or alleged infringement.

ARTICLE XI COVENANT AGAINST LOBBYING AND UNDUE INFLUENCE

A. Contractor represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to void this Agreement without liability and, in its discretion, to deduct from the Contract Amount, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

B. Contractor represents and warrants that no payments have been or shall be made, directly or indirectly, by or on behalf of Contractor to or for the benefit of any officer, employee, or agent of City who may reasonably be expected to influence the decision to requisition issue or take any action with respect to this Agreement. Contractor shall allow a mutually agreeable nationally recognized certified public accounting firm to examine, at City's expense, such of Contractor's books and records as may be necessary, in the accountant's reasonable opinion, to verify Contractor's compliance with this Article.

C. No official of the City who is authorized in such capacity and on behalf of the City to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, work, or material supply contract or any subcontract in connection with the Project, shall become directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory, or other similar functions in connection with the Project, shall become directly or indirectly interested personally in this Agreement or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

ARTICLE XII RECORDS REGARDING PAYMENT

For a period of at least two (2) years after final payment to Contractor, Contractor shall maintain, in accordance with generally accepted accounting principles, such records as are necessary to substantiate that all Invoices hereunder were valid and properly chargeable to City. For lump sum contract Work, the records shall demonstrate that the City was billed at appropriate times for proper percentages of completion and for payments to Subcontractors and suppliers. For any Work, including extra Work, not charged on a lump sum basis, the records to be maintained hereunder include but are not limited to all contracts, subcontracts, material bills, correspondence, accounting records, time sheets, payroll records, canceled checks, orders, and invoices pertaining to City's account. City or its representative shall, upon reasonable prior notice to Contractor, be given the opportunity to audit these records at any time during normal business hours to verify the accuracy of Contractor's invoices and charges.

**ARTICLE XIII
NOTICES**

A. The following persons are designated by the respective parties to act on behalf of such party and to receive all written notices and Invoices:

If to the City:

Noel Bennion
2950 NW Vivion Rd.
City of Riverside, MO
Riverside, MO 64150
nbennion@riversidemo.gov

If to the Contractor:

Name: John Salter
Title: Owner
Street Address: 4512 Heatherwood Dr.
City, State Zip: St. Joseph, MO 64506
Email: salterwetlands@gmail.com

B. Any notice required by the Contract Documents to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other party at the address set forth herein, or delivered in person to said party or their authorized representative.

C. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Agreement and/or the Work.

**ARTICLE XIV
DEFAULT AND TERMINATION**

A. If Contractor fails to comply, becomes unable to comply, or with reasonable probability (as determined solely by City) will become unable to comply with any of Contractor's obligations under the Contract Documents, including but not limited to (1) failure at any time to furnish sufficient labor or supervision, sufficient materials or services (including but not limited to insurance) complying with the Contract Documents, or sufficient or properly operating tools, equipment, or other items necessary for the performance of the Work, (2) failure in any respect to prosecute the Work with promptness and diligence, (3) causing any stoppage of, delay in, or interference with any work of City or any others on the Project, (4) abandonment by Contractor of all or any part of the Work, or (5) bankruptcy, insolvency or general assignment for the benefit of creditors by Contractor, Contractor shall be in default, and if the default is not corrected to City's satisfaction within seventy-two (72) hours of delivery of a written notice to Contractor to correct such default, City may, in addition to any other right or remedy City may have, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, and machinery thereon owned by the Contractor and finish the Work by whatever method the City may deem expedient to correct the default, at Contractor's expense. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs exceed the unpaid balance due to Contractor, the Contractor will pay the difference to the City.

B. If City exercises its right to take over and complete any part or all of the Work, City and its designees shall have access to and may take possession of Contractor's materials, tools, equipment, and

other items at the Project site, en route to the site, or in storage or being manufactured or fabricated away from the site, as may be necessary to prosecute the Work taken over by City, and may employ Contractor's employees or former employees, all without any liability to Contractor.

C. Contractor shall be liable for and shall pay to City all costs and expenses of whatsoever nature incurred by City as a result of any default by Contractor, including but not limited to the cost of labor, supervision, materials, tools, equipment, services, overhead, travel, and legal and accounting fees. Contractor also shall be liable for and shall pay to City all charges, liabilities, fines, penalties, losses, damages, and claims sustained by or assessed against City as a result of any delay or disruption resulting from any default by Contractor. The total amount of such costs, expenses, charges, liabilities, fines, penalties, losses, damages, and claims may be deducted by City from the amount, if any, otherwise due Contractor, and Contractor shall pay City the full amount of any excess of such total over the amount otherwise due Contractor.

D. No right or remedy conferred upon or reserved to City by the Contract Documents is exclusive of any other right or remedy provided or permitted in the Contract Documents or by law or equity, but each right or remedy is cumulative of every other right or remedy, and every right or remedy may be enforced concurrently or from time to time. No exercise by City of any right or remedy shall relieve Contractor from full and absolute responsibility for all of Contractor's obligations under the Contract Documents.

E. No failure or delay of City to give notice to correct any default of Contractor or to exercise any of City's rights or remedies shall waive or excuse the default, and City shall remain free to pursue all rights and remedies. No failure of City to insist, in any one or more instances, upon the performance of any of Contractor's obligations under the Contract Documents shall be deemed or construed as a waiver or relinquishment of City's right to insist upon strict performance of the obligation in any future instance.

F. If through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the City fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to pay the Contractor substantially the sum approved by the Resident Project Representative and Administrator, then the Contractor may after ten (10) days from delivery of written notice to the City terminate the Agreement and recover from the City payment for all Work executed.

G. The City, without terminating the service of the Contractor or written notice to the Surety, through the Administrator may withhold, without prejudice to the rights of the City under the terms of the Agreement, or on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the City from loss on account of (1) defective Work not remedied, (2) claims filed or reasonable evidence indicating probable filing of claims, (3) failure of Contractor to make payments properly to Subcontractors or for material or labor, (4) a reasonable doubt that the Work can be completed for the balance then unpaid, (5) damages to another contractor, or (6) performance of Work in violation of the terms of the Contract Documents.

**ARTICLE XV
TERMINATION FOR CONVENIENCE**

Notwithstanding anything contained herein to the contrary, City may, at any time, for any reason, and without Contractor's being in default, terminate Contractor's performance of any part or all of the Work for City's own convenience by giving written notice to Contractor. Upon receipt of notice of termination for City's convenience, Contractor shall, to the extent directed by City, stop Work and turn over to City or City's designee materials and equipment purchased for the Work. City shall pay Contractor, in accordance with the Contract Documents, for only so much of the Work as is actually performed as of the termination for convenience. City shall not be obligated to Contractor for any further payment, including but not limited to prospective overhead or profit on unperformed Work. If a termination by City of Contractor's right to proceed on the ground of default by Contractor is determined later to have been improper, the termination automatically shall be converted to a termination for City's convenience, and City's obligation to Contractor shall be limited to payment to Contractor as provided in this Article.

**ARTICLE XVI
COMPLIANCE WITH LAWS**

A. Contractor shall comply strictly with all federal, state, and local laws, ordinances, rules, regulations, orders, and the like applicable to the Work, including, but not limited to any applicable prompt payment laws. Contractor shall secure all permits from public and private sources necessary for the fulfillment of Contractor's obligations under the Contract Documents.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**ARTICLE XVII
LABOR STANDARDS PROVISIONS**

A. **EXCESSIVE UNEMPLOYMENT.** During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent (5%) as measured by the United States Bureau of Labor Statistics) only Missouri labors (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission), may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the City.

B. **UNDERPAYMENT OF WAGES.** In case of underpayment of wages by the Contractor or by any Subcontractors to laborers or mechanics employed by the Contractor or Subcontractor upon the Work covered by this Agreement, the City, in addition to such other rights as may be afforded it under this Agreement shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the City may consider necessary to pay such laborers or mechanics the full amount of wages required by this Agreement. The amount so withheld may be disbursed by the City, for and on account

of the Contractor or the Subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

C. **LIMITATIONS ON EMPLOYMENT.** No person under the age of sixteen (16) years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the Work covered by this Agreement.

ARTICLE XVIII EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE XIX SUBCONTRACTS, ASSIGNMENT, OR TRANSFER

A. Except with the prior written consent of City, Contractor shall not assign this Agreement or any money due or to become due Contractor or issue a subcontract or purchase order to any person or entity for any or all of the Work. City's consent to any assignment, subcontract, or purchase order shall not relieve Contractor from any obligation under the Contract Documents, nor shall it create any obligation from City to any assignee, Subcontractor, or vendor.

B. Each subcontract or purchase order issued by Contractor for any of the Work shall be in writing and shall provide that City is an intended third-party beneficiary of the subcontract or purchase order.

C. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors, and of person either directly or indirectly employed by them, as the Contractor is for the acts and omissions of person directly employed by it.

D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and give the Contractor the same power as regards terminating any Subcontract that the City may exercise over the Contractor under any provision of the Contract Documents. Nothing contained in this Agreement shall create any contractual relation between any Subcontractor and the City.

E. Each subcontract or purchase order issued by Contractor for any of the Work shall provide that it is freely assignable by Contractor to City. Contractor hereby assigns to City all its interest in any present or future subcontract or purchase order issued by Contractor for any or all of the Work. This assignment shall be effective upon acceptance by City in writing and only as to the specific subcontract(s) and/or purchase order(s) that City designates in the writing. This assignment may be

accepted by City at any time, whether before or after final payment to Contractor, and may not be withdrawn by Contractor without City's written consent.

ARTICLE XX SEPARATE CONTRACTS

A. The City reserves the right enter into other contracts in connection with the Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate the work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Administrator any defects in such work that render it unsuitable for such proper execution and results.

B. The City may perform additional work related to the Project or the City may enter into other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the City, if the City is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate the Work with theirs.

C. If the performance of additional work by other contractors or the City is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such addition work. If the Contractor believes that the performance of such additional work by the City or others involves it in additional expense or entitles it to any extension of the contract time the Contractor may make a claim thereof as provided in Article VII.

ARTICLE XXI ACCESS TO SITE/CLEANING UP

A. Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, around the site of the Work and all adjacent areas.

B. Representatives of City may inspect or review any Work performed by Contractor, and consult with Contractor, at any time. City's inspections or reviews shall not constitute acceptance or approval of Work unless specifically stated in writing. Contractor shall meet with City at the request of City.

C. Contractor shall at all times, during performance of the Work, keep the Project site clean and free from debris resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its equipment, tools, machinery, waste, and surplus materials. Contractor shall make provisions to minimize and confine dust and debris resulting from work activities. If Contractor fails to comply with cleanup duties within twenty-four (24) hours after written notification from City of non-compliance, City may implement cleanup measures without further notice and deduct the cost from any amounts due or to become due Contractor.

ARTICLE XXII COMPETENCE

Contractor represents and warrants that it maintains all necessary licenses, registration, competence, and experience to perform all the Work.

ARTICLE XXIII WARRANTY

A. Contractor shall exercise high professional skill, care, and diligence in the performance of the Work, and shall carry out its responsibilities in accordance with customarily accepted good professional practices. The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of completion and acceptance of the Work. The Contractor warrants and guarantees for one (1) year from the date of completion and acceptance of the Work that the completed Work is free from all defects due to faulty materials or workmanship. The date of completion for all scopes of work shall be the last date of acceptance of all Work in this Agreement. Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any other damages that were caused by defects in the Work, at its own expense. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor fails to make such repairs, adjustments or other Work that may be necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. In emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs and replacement of defects in the Work and damage caused by defects may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof. Neither final payment, Engineer's Final Certificate, nor any other provision in the Contract Documents shall affect Contractor's obligation to complete the Work free of defects in workmanship and material.

B. Contractor shall remain solely responsible for the performance of the Work as required by the Contract Documents, notwithstanding any suggestions or observations made by another person or entity with respect to the Work.

C. This Article does not establish a period of limitation with respect to any obligation of Contractor under the Contract Documents, and does not limit the time allowed by law for any action for breach of such obligation.

ARTICLE XXIV STORAGE OF MATERIALS AND EQUIPMENT

The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary work facilities, or for storage of materials. Only materials and equipment that are to be used directly in the Work shall be brought to and stored at the Project site by Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of materials and equipment stored at the Project site from weather, theft, and all other casualty or damage is solely the responsibility of Contractor.

**ARTICLE XXV
TAXES**

A Missouri Sales Tax Project Exemption Certificate (Missouri Department of Revenue Form 5060) will be provided by the City for the purchase of any plant materials, pursuant to RSMo 144.062. The Contractor will pay all other sales, consumer, use and other similar taxes required by the State of Missouri or other taxing jurisdiction.

**ARTICLE XXVI
SAFETY**

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performance of the Work and shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to (1) employees and other persons at the Project site or who may be affected by the Work, (2) materials and equipment stored at on-site or off-site locations for use in performance of the Work, and (3) other property at the Project site or in its vicinity, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of work.

B. Contractor shall give notices required by and comply strictly with applicable laws, ordinances, rules, regulations, orders, and the like bearing on safety of persons or property or their protection from damage, injury, or loss. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protections. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

C. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the Work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the City may determine to be reasonably necessary.

D. Pursuant to Section 292.675 RSMo, Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675 RSMo. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date Work on the Project commences. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project. Contractor shall require all of its Subcontractors to comply with the requirements of this Paragraph and Section 292.675 RSMo.

E. Contractor shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or

its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required herein. The penalty described in this Paragraph shall not begin to accrue until the time periods herein have elapsed. Violations of this requirement and imposition of the penalty described in this Paragraph shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

F. If City deems any part of the Work or the Project site unsafe, City, without assuming responsibility for Contractor's safety program, may require Contractor to stop performance of the Work or take corrective measures satisfactory to City, or both. If Contractor does not adopt corrective measures, City may perform them or have them performed and deduct their cost from the Contract Amount. Contractor shall make no claim for damages, for an increase in the Contract Amount, or for a change in the time for performance of the Work based on Contractor's compliance with City's reasonable request.

ARTICLE XXVII AUTHORIZED EMPLOYEES

Contractor acknowledges that Section 285.530 RSMo prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Work on the Project, and that its employees are lawfully eligible to work in the United States.

ARTICLE XXVIII INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and neither Contractor or any Subcontractors, suppliers, employees, or agents shall be deemed an employee or agent of City for any purpose.

ARTICLE XXIX CONFLICT

Contractor shall promptly upon discovery notify City of any conflict, ambiguity or inconsistency in the Contract Documents, or between any Contract Document and actual field conditions, and City shall resolve such conflict, ambiguity or inconsistency in its sole discretion.

ARTICLE XXX RESERVED

ARTICLE XXXI SEVERABILITY

Should any specific provision of this Agreement or other Contract Documents be found to be unenforceable, the remaining provisions shall remain in full force and effect.

**ARTICLE XXXII
NO PRESUMPTION AGAINST THE DRAFTER**

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

**ARTICLE XXXIII
DISPUTES/ATTORNEY FEES**

A. If a dispute arises out of or relates to this Agreement or other Contract Documents, or the breach thereof, and if the dispute cannot be resolved through negotiation, City and Contractor shall first try in good faith to resolve the dispute by mediation before resorting to litigation.

B. In the event of litigation between Contractor and City concerning the Project or this Agreement or other Contract Documents, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and expenses arising from such litigation.

**ARTICLE XXXIV
TITLES**

The titles given to the Articles in this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. Specifically, but without limitation, the titles shall not define or limit any of the provisions of any of the Articles.

**ARTICLE XXXV
PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction. All such laws, orders and regulations are applicable to this Project and are made a part hereof by reference.

**ARTICLE XXXVI
ENTIRE AGREEMENT**

This Agreement and the other Contract Documents constitute the entire agreement between the parties with respect to their subject matter. Any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. Subject to Article VII of this Agreement, this Agreement and any other Contract Document may be amended, changed, or supplemented only by written agreement executed by both of the parties.

THIS AGREEMENT shall be binding on the parties only after it has been duly executed by City and Contractor.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

APPROVED AS TO FORM:

ATTORNEY:

By: _____

Attorney, _____

COUNTERSIGNED BY:

CITY PURCHASING AGENT:

By: _____

Brian E. Koral
City Administrator

CITY OF RIVERSIDE:

By: _____

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

CONTRACTOR:

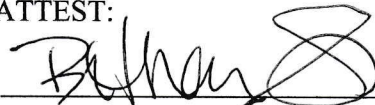
Salter Wetlands Associates, LLC

By: 
(Signature)

Printed Name: John S. Salter Jr

Title: Owner

ATTEST:



SECRETARY, _____

Bethany Salter
(Name Printed)

EXHIBIT A
Time for Completion

48th STREET RAIN GARDEN (Project No. 102-010)

Time for Completion:

Installation of plants shall be completed no later than 10/15/2024

All maintenance work shall be completed by 12/31/2025.

This bid for maintenance is for 2024-25. However, the maintenance contract may be renewed for up to 3 additional 1-year periods upon mutual terms and agreement of the parties.

EXHIBIT B

SCOPE OF WORK for

48th STREET RAIN GARDEN (Project No. 102-010)

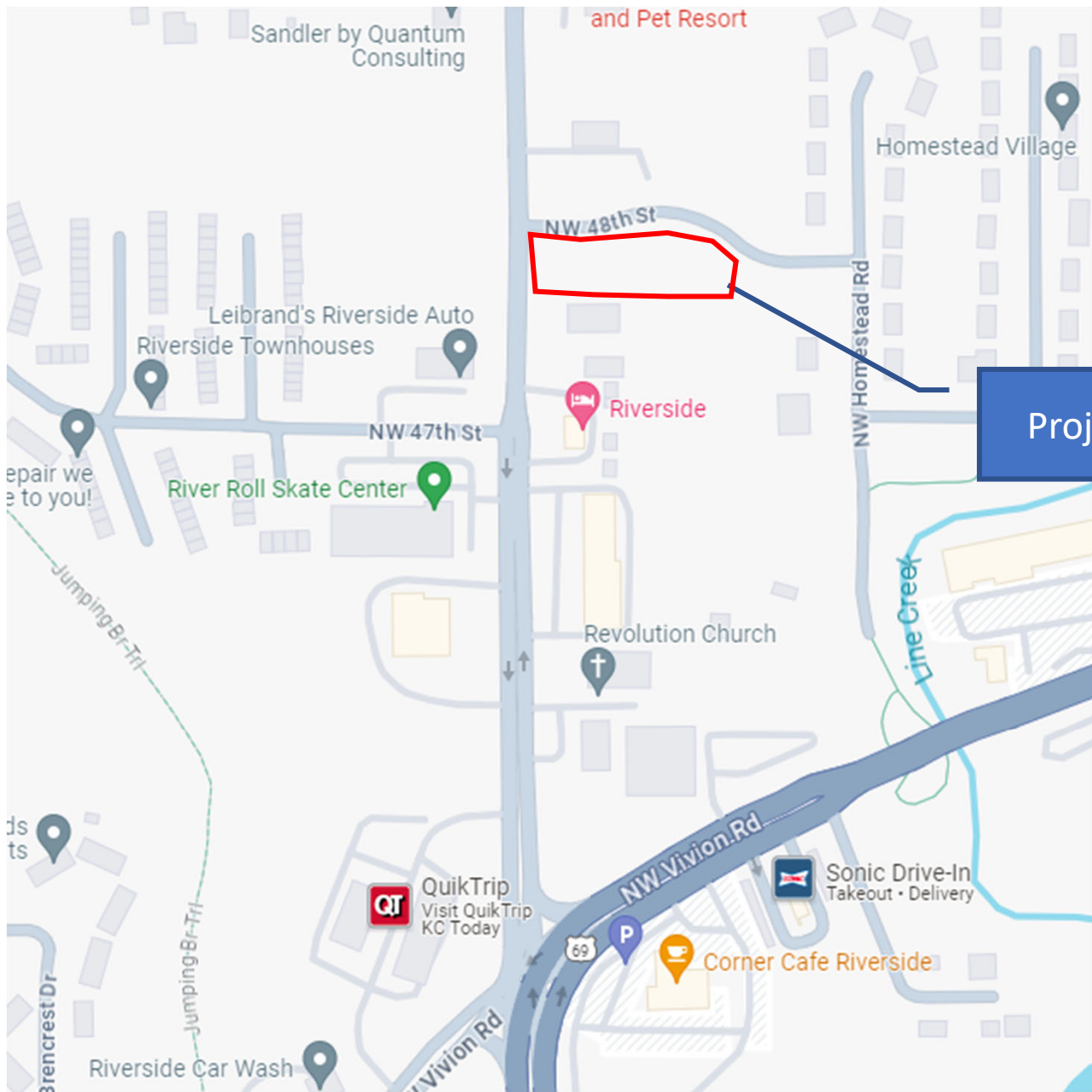
Contractor shall perform the following Work as more fully set forth in the Contract Documents:

All Work necessary to construct the 48th STREET RAIN GARDEN as shown on and in accordance with the Technical Specifications and/or Drawings referred to in Exhibit B & C to the Agreement.

Contractor to provide all necessary equipment, labor, and material necessary to perform the Project and related work as shown in the Contract Documents. The Work includes, but is not limited to, the following:

1. Schedule and Coordinate all necessary inspections.
2. Contractor shall coordinate with all utilities prior to the work starting, including contacting underground locator services.
3. Include all plant layout.
4. Provide digital photographs of the pre-work site, installation, & post-work sites (see Article IV Progress of Work / Submittals (F) for specifics)
5. Provide all weather provisions to meet the schedule set forth in the contract documents.
6. Provide clean up associated with the contractors work. Site is to remain free of debris during the work.
7. Provide all traffic control as required throughout the work.

EXHIBIT B
SCOPE OF WORK – Project Location



Project Location



Project Location

EXHIBIT B: PROJECT LOCATION

EXHIBIT B

SCOPE OF WORK – Existing Pictures

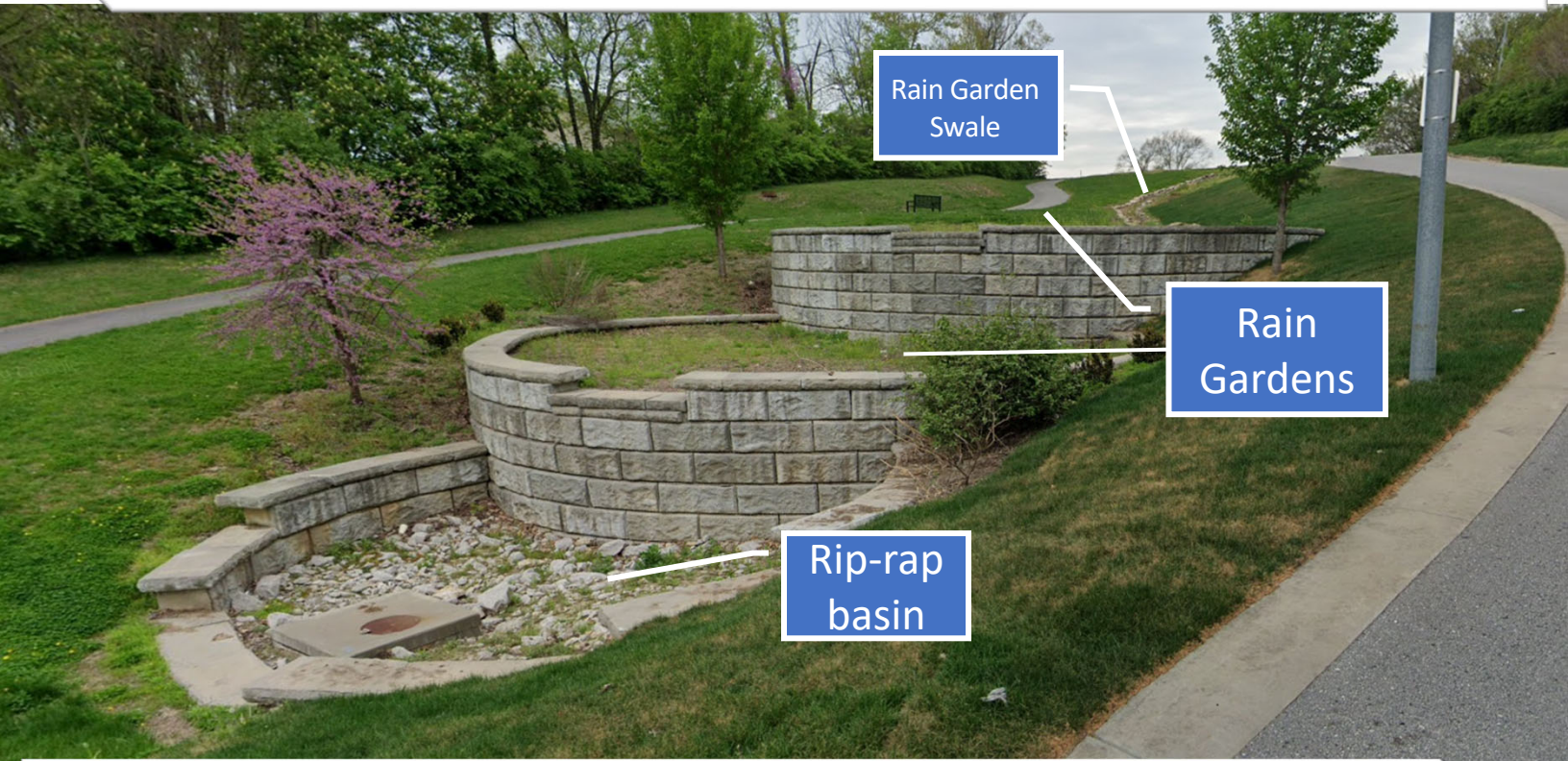


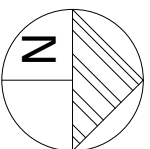
EXHIBIT B: EXISTING CONDITIONS PICTURES

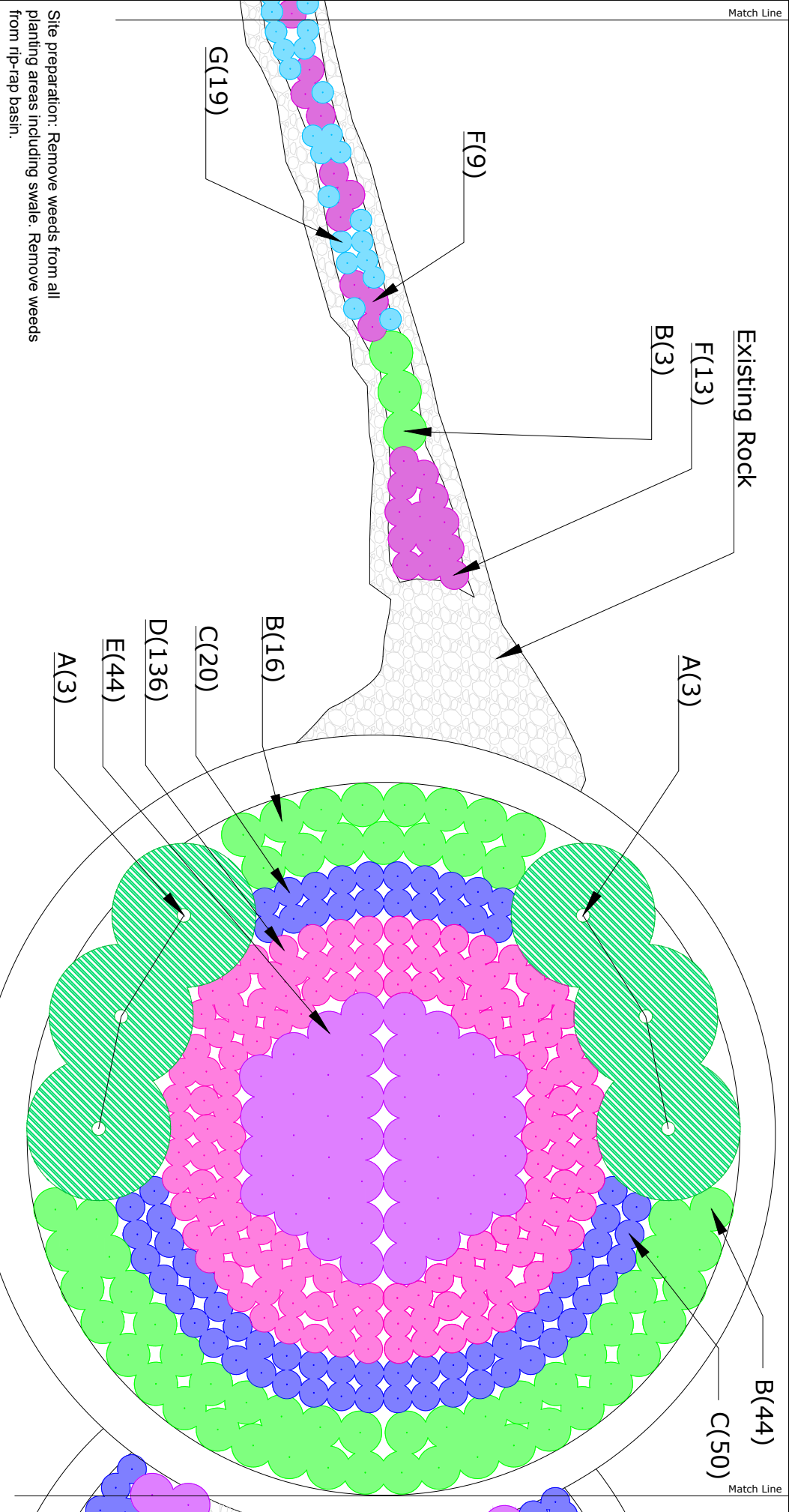
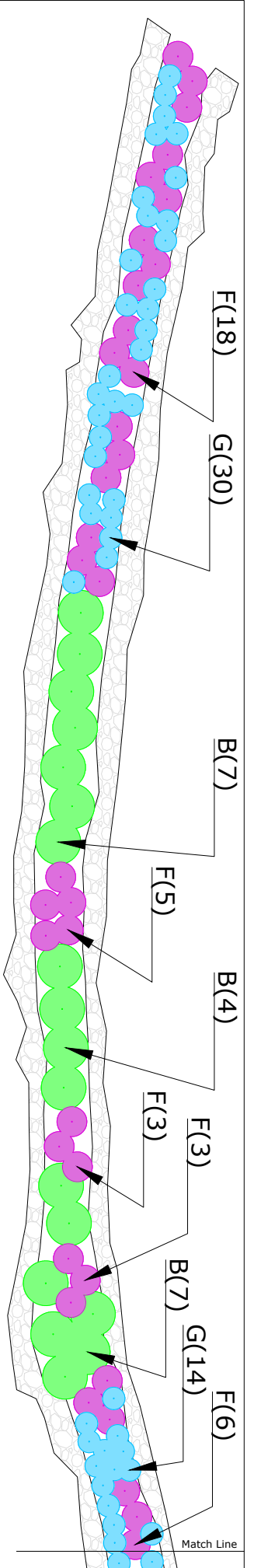
EXHIBIT B

SCOPE OF WORK – Drawings



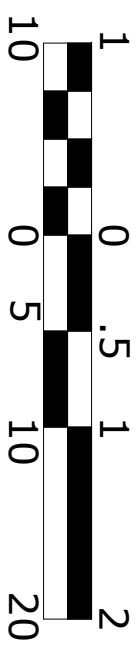
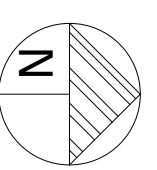
HOMESTEAD RAIN GARDENS
EXHIBIT B: PLANTING PLAN





Site preparation: Remove weeds from all planting areas including swale. Remove weeds from rip-rap basin.

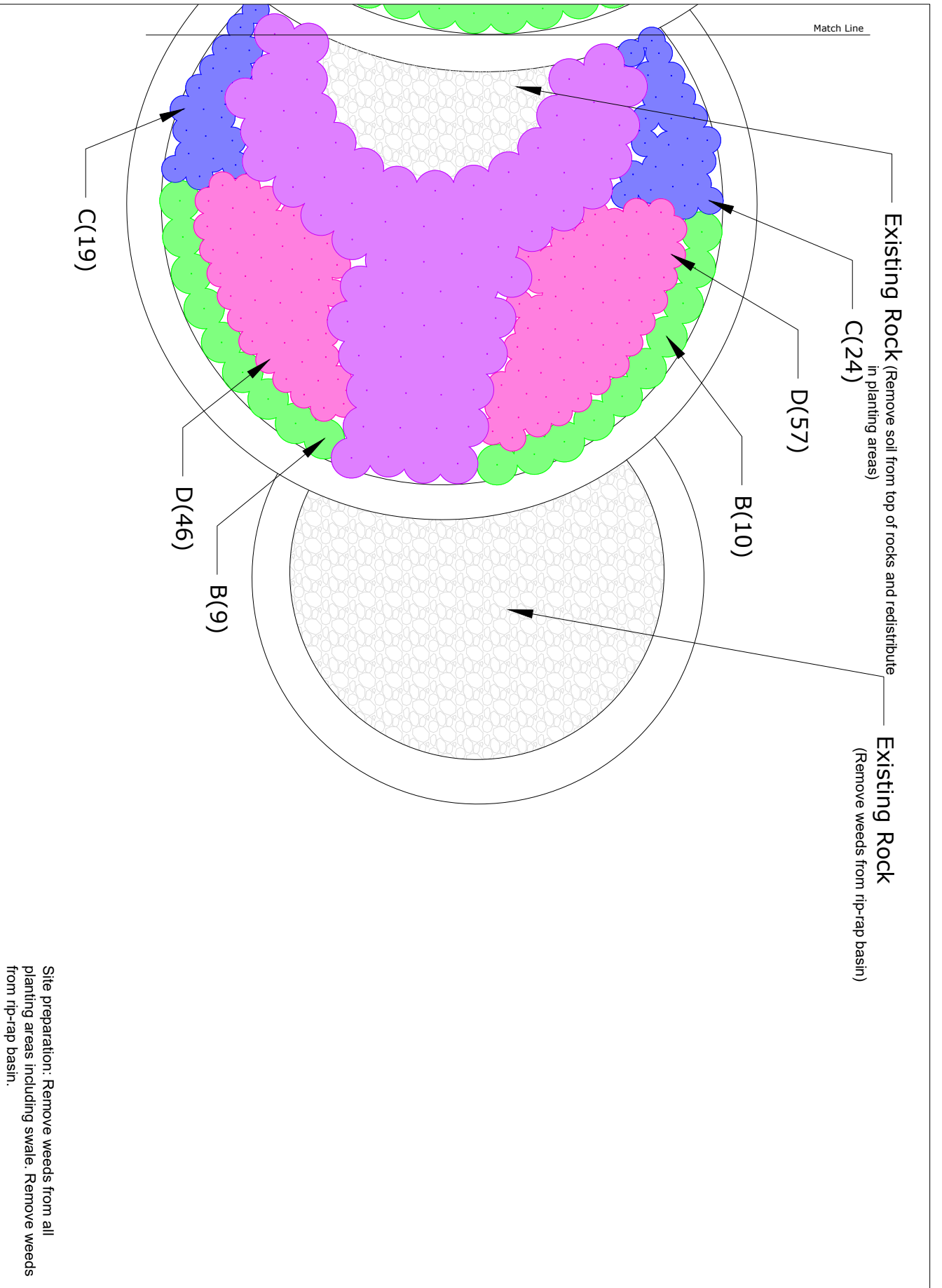
HOMESTEAD RAIN GARDENS
EXHIBIT B: PLANTING PLAN



SCALE 1" = 10'

HOMESTEAD RAIN GARDENS

EXHIBIT B: PLANTING PLAN



Site preparation: Remove weeds from all planting areas including swale. Remove weeds from rip-rap basin.

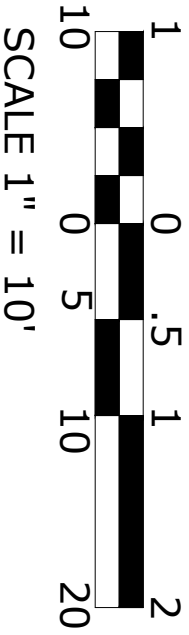
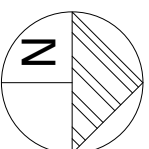


EXHIBIT B

SCOPE OF WORK – Provided Plant List

Provided Plant Key

	Common Name	Botanical Name	Height	Spread	Type	Quantity	Size
A	Ninebark	<i>Physocarpus opulifolius</i>	5-10'	6-10'	D Shrub	6	6 gallon
B	Brown Fox Sedge	<i>Carex vulpinoidea</i>	12-24"	24-36"	Perennial	60	4.5"
B	Brown Fox Sedge	<i>Carex vulpinoidea</i>	12-24"	24-36"	Perennial	41	3.5"
C	Southern Blue Flag Iris	<i>Iris virginica var. shrevei</i>	15-40"	18-24"	Perennial	113	Quart
D	Garden Phlox	<i>Phlox paniculata</i>	36-48"	24-30"	Perennial	239	Quart
E	Marsh Milkweed	<i>Asclepias incarnata</i>	36-60"	24-36"	Perennial	113	Quart
F	Prairie Blazing Star	<i>Liatris pycnostachia</i>	24-36"	18-24"	Perennial	57	2" Plugs
G	Great Blue Lobelia	<i>Lobelia siphilitica</i>	36-48"	12-24"	Perennial	63	2" Plugs

EXHIBIT C

TECHNICAL SPECIFICATIONS

48th STREET RAIN GARDEN (Project No. 102-010)

The following Specifications govern Contractor's performance of the Work:

ENUMERATION OF SPECIFICATIONS AND ADDENDA:

Following are the Specifications and Addenda governing the work, which form a part of this contract, as set forth the Contract Documents:

SPECIFICATIONS:

Division 1 – General Requirements

<u>Section</u>	<u>Description</u>
01015	CONTRACTOR USE OF PREMISES
01030	SPECIAL CONDITIONS
01040	COORDINATION
01060	STANDARD SPECIFICATIONS AND PLANS
01270	MEASUREMENT AND PAYMENT
01310	JOB SITE ADMINISTRATION
01320	WORK SCHEDULE
01330	SUBMITTALS
01524	WASTE AREA, MATERIAL STORAGE AND SITE APPEARANCE
01570	TEMPORARY TRAFFIC CONTROL

Division 2 – Site Work

<u>Section</u>	<u>Description</u>
02210	SITE PREPARATION
02220	PLANT LAYOUT
02230	PLANTING
02350	MULCH
02820	TRASH AND LITTER REMOVAL
02830	PRUNING / DEADHEADING
02840	PESTICIDE TREATMENTS
02850	WEEDING
02860	WATERING
02870	DECORATIVE ROCK

ADDENDA:

No. _____ Date _____

EXHIBIT D



NOTICE TO PROCEED

DATE: September ____, 2024
PROJECT: 48TH STREET RAIN GARDEN
PROJECT NO.: 102-010
RESO: 2024- _____ (approved September 17, 2024)

TO: Contractor: Salter Wetland Associates, LLC
(address) 4512 N Heatherwood Dr
St. Joseph, MO 64506

You are hereby notified to commence work on or after the ____ day of September, 2024 in accordance with the Agreement dated September 17, 2024.

The date of substantial completion is 10/15/2024. The installation shall be completed and ready for final payment by 10/31/24. Maintenance shall be completed by 12/31/25.

CITY OF RIVERSIDE

BY: _____
Brian E. Koral, City Administrator

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

BY: _____
(Signature) (Printed)

(Title) (Company)

this the _____ day of _____, 2024.

EXHIBIT F

CHANGE ORDER

(Contact Capital Projects and Parks Manager, Noel Bennion with the City of Riverside for an electronic version nbennion@riversidemo.gov or by calling 816-372-9028)



CHANGE ORDER NO. _____

Page Number: 1 of _____
 # of Pgs Attached: _____
 Date Prepared: _____

Contractor Name: _____

Project Name: _____
 Project Number: _____
 Contract Date: _____
 Project Location: Riverside, Missouri

The following changes to the original contract amount were required to cover cost incurred by the Contractor or to reflect savings realized by the Contractor as a result of a change in the actual constructed quantities from the estimated quantities shown on the Bid Proposal.

REQUIRED CHANGES IN PRESENT CONTRACT									
Line Item No.	Contract or Previous Quantity	Contract or Previous Unit Price	Contract or Previous Amount	Unit	Item Description & Reason for Change Order (Please describe item below and then follow with reason for Change Order) 1) Requested by City 2) Unknown Site Conditions 3) Not incorporated in plans/specs	New or Adjusted Quantity	New or Adjusted Unit Price	New or Adjusted Amount	
	0.0		\$0.00	LS				\$0.00	
			\$0.00					\$0.00	
			\$0.00					\$0.00	
			\$0.00					\$0.00	
			\$0.00					\$0.00	
			\$0.00					\$0.00	
Previous Total			\$0.00					\$0.00	
								Adjusted Total	\$0.00
								Net Change	\$0.00

Statement of Contract	
Original Contract Amount	\$0.00
Net Amount of Previous Additions and Deductions	\$0.00
Net Contract Amount Prior to This Request	\$0.00
Amount of This Request	\$0.00
New Contract Amount	\$0.00
Percent Change in Contract Amount	#DIV/0!

DESIGN ENGINEER:

Company: _____
 Name Printed: _____
 Signed: _____
 Date: _____

CITY OF RIVERSIDE, MISSOURI:

Travis Hoover _____ Signed _____ Date _____
 City Administrator:
 Greg Mills _____ Signed _____ Date _____

CONTRACTOR:

CONTRACTOR'S Certification for Change Order:
 The undersigned CONTRACTOR certifies that all changes described above are necessary in order for the CONTRACTOR to proceed with execution of the contract documents, and that the values stated above are correct with respect to the work anticipated under this change order.

Company: _____
 Name Printed: _____
 Signed: _____
 Date: _____

ON-SITE PROJECT MANAGER:

ON-SITE PROJECT MANAGER Certification for Change Order:
 In accordance with the Contract Documents, the on-site observations, and the data comprising this change order, the on-site project manager certifies to the Owner that to the best of the on-site project manager's knowledge, information and belief the above referenced changes are necessary in order to proceed with the execution of the contract documents, and that the values stated above are correct with respect to the work anticipated under this change order.

Company: _____
 Name Printed: _____
 Signed: _____
 Date: _____

DIVISION 1 – GENERAL REQUIREMENTS

01015 CONTRACTOR USE OF PREMISES

The Contractor shall confine all work activities to the limits of the project right-of-way and easements. Any additional easements and access to private property that are desired outside the project limits are the responsibility of the Contractor.

01030 SPECIAL CONDITIONS

- A. Examination of the Site: Bidders may visit the site and inform themselves of all conditions presently existing. Failure to visit the site will in no way relieve the successful bidder from the necessity of furnishing all materials and performing all work required to complete the work in accordance with the specifications.
- B. Measurements: Any dimensions provided shall be verified by the Contractor. Any discrepancies between the specifications and the existing conditions shall be referred to the Owner for adjustment, before the work is performed.
- C. Protection of Monuments: The Contractor must carefully preserve benchmarks, references or stakes and in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- D. Breakage and Damage: The Contractor shall be responsible for any breakage, damage or other injury to existing or new facilities caused directly or indirectly by the Contractor's operations and shall replace, at Contractor's own expense, in a manner approved by the Owner any such broken or damaged material.
- E. Delivery of Materials: The delivery of all materials, equipment, and miscellaneous items entering into the sites of the work are a part of this contract, including freight and hauling charges both to and from transportation points. Payment of charges for the above items shall be made by the Contractor. An amount covering all charges for freightage and delivery of items shall be included as a part of the contract price and in no case will an extra be allowed for such charges.
- F. Storage of Materials: All materials delivered to the job shall be stored so as to keep them in first class condition and free from deterioration or contamination.
- G. Coordination: All contractors, subcontractors and trades shall cooperate in coordination of their several works, but the principal responsibility for coordinating the project as a whole and the operations of the contractors and subcontractors shall lie with the Prime Contractor.

01040 COORDINATION:

- A. The Contractor shall be responsible for obtaining a Riverside City Business License.
- B. All work activities shall be coordinated with all utility owners and the City of Riverside. Contractor shall be responsible for notifying all utility owners with facilities within the project limits prior to work so the utilities can be located and identified.

- C. The Contractor will be responsible for notifying the Resident Project Representative in writing of the dates when the installation work will begin and end.
- D. Project Coordination: The Contractor shall communicate by email or phone at least monthly with the Resident Project Representative regarding maintenance items completed. No direct payment will be made for this communication but shall be considered subsidiary to other bid items.
- E. The Contractor shall coordinate his/her work to ensure that the Work is complete and to ensure efficient and orderly sequence of installation of work elements.
- F. In the event certain parts of work are assigned to subcontractors, the Contractor shall be responsible to ensure each subcontractor completes work and that all interfaces between trades are properly addressed. All subcontractors shall also coordinate their work with the Owner through the Contractor.
- G. The Contractor is solely responsible for all Assignments of Work among subcontractors.
- H. The Contractor shall be responsible for assigning and coordinating work and ensuring that suppliers and installers are familiar with all requirements in Contract Documents relating to each item of work, regardless of location of information in Contract Documents.

01060 STANDARD SPECIFICATIONS AND PLANS

- A. General: The work shall conform to the plans and contract specifications as outlined.
- B. Plans: Attached plans shall be used to outline planting and landscape maintenance areas.

01270 MEASUREMENT AND PAYMENT

- A. The quantities as given in the Bid Form are not guaranteed to be the exact or total quantities required for the completion of the Work shown on the drawings and described in the specifications. Increases or decreases may be made over or under the Bid Form estimated quantities to provide for needs that are determined by the Owner during the process of the Work. Contract unit prices shall apply to such increased or decreased quantities. The Bidder is warned against unbalancing his bid, since the unit prices will apply to deductions as well as additions. The Owner has the privilege of omitting or adding to any unit items in the Bid Form.
- B. The Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise, on account of any difference between the amounts of Work actually performed and materials actually furnished and the estimated amounts thereof. The Owner will not pay for or be responsible for unused materials which may have been ordered by the Contractor in accordance with the estimated quantities listed in the Bid Form.
- C. It is the intent of the Contract Documents that all costs in connection with the Work, including furnishing of all materials, equipment, supplies and appurtenances; providing all installation,

plants, equipment, and tools; and performing of all necessary labor to fully complete the Work, shall be included in the unit and lump sum prices named in the Bid Form. No item of Work that is required by the Contract Documents for the proper and successful completion of the Contract will be paid for outside of or in addition to the prices submitted in the Bid Form. All Work not specifically set forth in the Bid Form as a pay item shall be considered a subsidiary obligation of the Contract, and all cost in connection therewith shall be included in the process named in the Bid Form.

- D. If item does not appear in the Bid Form, or if said item is a part of another item listed in the Bid Form, it will not be measured for payment.
- E. Whenever in the Bid Form there is a discrepancy between unit prices and extensions or totals, the unit prices will govern, and the extensions or totals will be corrected accordingly.
- F. Items for payment will be measured in accordance with the stipulations of these specifications and as further shown on the drawings. Pay limits given are maximum, and where actual quantities of work items are less than as computed by said pay limits, the Contractor will be paid only for the actual quantities.
- G. Payment will be made as the sum of the following:
 - 1. Final authorized quantity of each item in the Bid Form multiplied by the contract unit price therefore.
 - 2. Lump sum payment for each item so listed in the Bid Form, at the contract lump sum price therefore.
 - 3. Any special payment or adjustment, plus or minus, as provided for in the Agreement.

01310 JOB SITE ADMINISTRATION

- A. The Contractor, or a duly authorized representative to act for the Contractor, shall continually be present at the site of the work, whenever work activities are underway, for the duration of this project.
- B. The Contractor shall designate, in writing, the duly authorized representative(s). The duly authorized representative(s) will be the official liaison between the Owner and Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and project status inquiries. Upon project commencement, the Owner shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative(s).

01320 WORK SCHEDULE

- A. General: The Contractor shall prepare and maintain a work schedule for the duration of the project.

B. Baseline Schedule: The Contractor shall prepare a baseline schedule to be presented to the Owner for review prior to beginning work. The baseline work schedule shall be in a form approved by the Owner and shall include at least the following information for each significant work item during each phase of the project:

1. Beginning date of Project.
2. Ending date of Project.
3. Beginning Date of Each Phase.
4. Completion Date of Each Phase.

The Owner will review the proposed progress schedule, and may require the Contractor to revise the same if, in the Owner's judgment, revisions are required to provide for completion of the project within the Contract Time.

C. Schedule Updates: In addition to submitting a baseline project schedule, the Contractor shall update the project schedule each month. The updated schedule shall show the original baseline schedule, the actual work progress and the estimated completion of each significant work item for each phase of the project.

D. Payment: No direct payment shall be made.

01330 SUBMITTALS

A. Submittals: Required submittals include but are not limited to the following:

- 1.1 Weed Control (if needed for removal of weeds)
 - A. Type
 - B. Product label and manufacturer's application instructions specific to the Work.
 - C. Rate of application
- 1.2 Shredded Hardwood Mulch
 - A. Type
- 1.3 Decorative Rock (Alternate)
 - A. Sandsage 1-2" or approved equal

01524 WASTE AREA, MATERIAL STORAGE AND SITE APPEARANCE

A. General: The Contractor shall make his own arrangements for material and equipment storage areas and non-soil waste area.

The Contractor shall keep the site clean and free of all refuse, rubbish, scrap materials, and debris as a result of work activities so that at all times the site of the work shall present a neat, orderly and workmanlike appearance. This includes the removal of earth and debris from streets and roads that resulted from the Contractor's activity. The Contractor shall restore the site of work and adjacent disturbed areas to the condition existing before work began as a minimum.

B. Payment: No direct payment shall be made.

01570 TEMPORARY TRAFFIC CONTROL

- A. General: Temporary traffic control on this project shall be the responsibility of the contractor to ensure that pedestrians and vehicles, where necessary, are routed safely around the work zone.
- B. Payment: No direct payment shall be made.

DIVISION 2 – SITEWORK

02210 SITE PREPARATION

- A. General: The Contractor shall be responsible for removal of all weeds and other vegetation from the planting areas. Vegetation removal can be accomplished by a combination of weed killer and manual removal of weeds.
- B. General: The Contractor shall remove the dirt from the existing rock area as shown on the plans. Removed dirt shall be redistributed in the planting beds.
- C. Payment: Payment will be made according to the Bid Form, lump sum for site preparation.

02220 PLANT LAYOUT

- A. General: The Contractor shall be responsible for locating all plants as shown on the plans. Plant layout shall be approved by the Resident Project Representative prior to planting.
- D. Payment: Payment will be subsidiary to planting.

02230 PLANTING

- A. General: Planting shall be completed in a manner that provides the best chances of plant survival for the installed plants. Contractor shall guarantee plants for a period of 1 year from date of project acceptance by Project Representative.
- B. The City will provide plants. The Contractor shall sign-off on or reject plants provided by owner before installation. Once Contractor has signed-off on plant acceptance, it shall be the Contractor's responsibility to maintain the plants.
- C. Payment: Payment will be made according to the Bid Form, Unit Price Items for planting.

02350 MULCH

- A. General: Mulch to be spread in an even layer across all planting areas as noted on the plans.
- B. Payment: Payment will be made for the mulch required according to the Bid Form, Unit Price.

02820 TRASH AND LITTER REMOVAL

- A. General: Trash and litter shall be removed from rain garden area during other maintenance activities such as weeding and herbicide treatments.
- D. Payment: Payment will be made under the lump sum maintenance item on the Bid Form.

02830 PRUNING / DEADHEADING

- A. General: Contractor will be responsible for manual removal of all sucker and foreign growth from shrubs twice annually in Spring and Fall.
- B. General: All shrubs shall be pruned according to standard industry practices.
- C. Perennials shall be deadheaded / cut back in the fall. When agreed upon by Resident Project Representative, perennials that are ornamental throughout winter months may remain until Spring.
- D. Payment: Payment will be made under the lump sum maintenance item on the Bid Form.

02840 HERBICIDE TREATMENTS

- A. General: Contractor will be responsible for all plant bed pre-emergent and herbicide treatments as necessary and approved by Project Representative. Ensure pre-emergent will not harm desired plants.
 - 1. **Herbicide Treatment: Herbicide usage must comply with the “Missouri Pesticide Use Act.** Contractor shall provide a copy of their Missouri Department of Agriculture Pesticide Program Certified Public Operator License to the Resident Project Representative.
- B. Payment: Payment will be made under the lump sum maintenance item on the Bid Form.

02850 WEEDING

- A. General: Contractor will be responsible for all weed removal for all rain garden areas shown on the plans. It is the preference of the City that weed removal be manual whenever possible. Use of herbicides except the “Plant Bed Pre-Emergent” will require pre-approval from the Resident Project Representative. Weeding should be done at least twice monthly or more frequently during the growing season. A final fall clean-up of weeds at the end of the growing season shall also be provided.
- B. Payment: Payment will be made under the lump sum maintenance item on the Bid Form.

02860 WATERING

- A. General: Water all plants to a depth of 1” each time. Watering will be accomplished by contractor’s water truck / tank or the contractor borrowing a Missouri American Water valve to access water from a fire hydrant. The City does not have hose bib hydrants or irrigation available at the site.
- B. General: Watering will take place as needed during plant establishment and once a week during the growing season or dry periods. Contractor shall determine optimal water schedule and coordinate with Resident Project Representative to notify when Contractor will be watering.

- C. Payment: Payment will be made per time under “Watering” as shown on the Bid Form, Unit Price.

02870 DECORATIVE ROCK

- A. General: Decorative rock to be spread in a 3” thick even layer across the drainage area shown on the plans.
- B. Payment: Payment will be made under “Decorative Rock” as shown on the Bid Form, Unit Price.

A RESOLUTION APPROVING AN ENCROACHMENT AGREEMENT WITH MAGELLAN PIPELINE COMPANY FOR THE LIVENATION PROJECT

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

THAT the Riverside Board of Aldermen hereby approves the attached Encroachment Agreement, attached hereto in its substantial form, with Magellan Pipeline Company, LP, and authorizes the Mayor to sign on the City's behalf; and

FURTHER THAT the Mayor, the City Administrator, 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; and

FURTHER THAT this Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED AND PASSED this ____ day of _____ 2024.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

(Drafted by & when filed return to: Magellan Pipeline Company, L.P., Attn: Sherrie Guthrie, OTC-8, One Williams Center, Tulsa, Oklahoma 74172, 918/574-7350.)

ENCROACHMENT AGREEMENT

This Encroachment Agreement ("**Agreement**") is made and entered into by and between Magellan Pipeline Company, L.P., a Delaware limited partnership, whose address is P.O. Box 22186, Tulsa, Oklahoma, 74121-2186, (hereinafter called "**Magellan**"), and The City of Riverside, Missouri, a Municipal Corporation of the State of Missouri, whose mailing address is 2990 N.W. Vivion Road, Riverside, MO 64150, its heirs, successors, assigns and grantees (hereinafter called "**City**").

WITNESSETH:

WHEREAS, **City** represents and warrants that **City** is the fee owner of the certain land, identified as Parcel No. 23-3.0-07-000-000-009.000 lying within the NE/4 of Section 7, Township 50, Range 33, Platte County, Missouri, being obtained through Condemnation Case #99CV82064 in April of 2001, and a tract of land identified as Parcel No. 23-3.0-07-000-000-016.000 lying within the W/2 of the SE/4 of Section 7, Township 50, Range 33, Platte County, Missouri, per the Special Warranty Deed dated August 29th, 2012 and filed of record on August 31, 2023 in Book 1196 at Page 792 within the Platte County Deed Records, (hereinafter "**City's Land**")

WHEREAS, **Magellan** is the owner of certain pipelines, pipeline facilities and appurtenances (hereinafter referred to as the "**Magellan Facilities**") and easement rights therefor, (hereinafter referred to as the "**Easement**", whether or not rights were granted in one or more documents or acquired by operation of law). For purposes of this **Agreement** only, "**Magellan's Easement Tract**" shall be considered to be any area within Fifty (50) feet of any **Magellan Facilities**, unless a different right of way tract width is specifically described in the **Easement**, in which case such specified width shall define **Magellan's Easement Tract**. The land referenced in the Easement includes a portion of the SE/4 and the NE/4 of Section 7, Township 50 North, Range 33 West, Platte County, Missouri, pursuant to those certain instruments recorded in the records of said county and state and described as follows:

- 1) Right of Way Grant as to a pipe line dated the 15th day of July, 1965, from Rose Brenner Filger and Fred Filger Sr., husband and wife, Warren Brenner and Marjorie

Brenner, husband and wife, and Curtis Brenner and Helen Brenner, husband and wife, in favor of Skelly Pipe Line Company (Magellan’s predecessor in title), its successors and assigns, and filed for record on the 15th day of September, 1965 in Book 281 at Page 222 of the Platte County Deed Records; and

- 2) Right of Way Grant as to a pipe line dated the 10th day of September, 1965, from Rose Brenner Filger and Fred F. Filger, husband and wife, in favor of Skelly Pipe Line Company (Magellan’s predecessor in title), its successors and assigns, and filed for record on the 15th day of September, 1965 in Book 281 at Page 219 of the Platte County Deed Records; and
- 3) Right of Way Grant as to a pipe line dated the 5th day of August, 1965, from W. J. Small and Hazel M. Small, husband and wife; and Vaughn E. Wilmoth and Gwendolyn M. Wilmoth, husband and wife, in favor of Skelly Pipe Line Company (Magellan’s predecessor in title) its successors and assigns, and filed for record on the 19th day of August, 1965 in Book 279 at Page 531 of the Platte County Deed Records; and

WHEREAS, for the purposes of this **Agreement** an “**Encroachment**” is defined as any use of the land within **Magellan’s Easement Tract** by someone other than **Magellan**, which could interfere with **Magellan’s Easement** rights or could create safety concerns related to **Magellan’s Facilities** as more fully described in **Magellan’s General Encroachment Requirements** as set forth in attached **Exhibit “A”** and incorporated herein by reference. **Magellan does not permit or authorize any Encroachments unless specifically approved in a written agreement identifying all “Approved Encroachments”**; and

WHEREAS, **City** desires to obtain **Magellan’s** consent for one or more **Encroachments** on **Magellan’s Easement Tract**;

NOW, THEREFORE, in consideration of the covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Magellan**, subject to the following terms and provisions, hereby consents to the **Encroachments** listed below as “**Approved Encroachments**” described and limited pursuant to the following specified plan drawings, which were furnished by **City** to **Magellan** (“**Plan Drawings**”) and attached hereto as **Exhibit “B”**:

- 1) Riverside Amphitheater Magellan Gas Crossing Plans, Sheet No. C01, dated 12/1/2023, by Renaissance Infrastructure Consulting.
- 2) Road Typical Section, Sheet No. C02, dated 12/1/2023, by Renaissance Infrastructure Consulting.

- 3) General Layout, Sheet No. C03, dated 12/1/2023, by Renaissance Infrastructure Consulting.
- 4) Gas Profile #1, Sheet No. C04, dated 12/1/2023, by Renaissance Infrastructure Consulting.
- 5) Gas Profile #2, Sheet No. C05, dated 12/1/2023, by Renaissance Infrastructure.
- 6) Gas Profile #3, Sheet No. C06, dated 12/1/2023, by Renaissance Infrastructure.
- 7) Standard Details, Sheet No. C07, dated 12/1/2023, by Renaissance Infrastructure.
- 8) Standard Details, Sheet No. C08, dated 12/1/2023, by Renaissance Infrastructure.

TERMS AND PROVISIONS

Approved Encroachments. The **Approved Encroachments**, as further identified, described and limited in the **Plan Drawings** as set forth in **Exhibit “B”** are limited to the following:

- (a.) Two 48” HDPE Culverts (Sta. 1+90 to 2+10) – The **City** is proposing to install two (2) 48” HDPE culverts that will cross the **Magellan Facilities** and the **Magellan Easement Tract**. The culverts will be in conflict with the **Magellan Facilities** and modifications to **Magellan’s Facilities** will be required before construction on this encroachment can commence.
- (b.) 5-foot wide concrete sidewalk (Sta. 11+4 to 11+50 and 14+40 to 14+60) – The **City** is proposing to construct five-foot wide (5’) concrete sidewalks that will cross the **Magellan Facilities** at two locations. The sidewalk section is to consist of four inches (4”) of concrete over four inches (4”) of crushed rock. The depth of cover over **Magellan’s Facilities** upon completion of the sidewalk is to be at a minimum of 4 feet (4’). **A Magellan representative is to be onsite during construction activities.**
- (c.) Roadway (Sta. 15+40 – 16+05) – The **City’s** project also proposes to construct a roadway across **Magellan’s Facilities** and **Magellan’s Easement Tract**. The pavement section is to consist of two inches (2”) of asphalt surface over seven inches (7”) of asphalt base which is over nine inches (9”) of subgrade. The roadway also has two foot (2’) wide ribbon curb on each side. There is also to be a drainage ditch on the north side of the roadway. The roadway is to allow for a minimum of four feet (4’) of cover over **Magellan’s Facilities** and a maximum of seven feet (7’). **A Magellan representative is to be onsite during construction activities.**

- (d.) Grading – The City’s grading plan indicates grade changes that are generally associated with the proposed encroachments and maintains the minimum **Magellan** depth of cover requirements. **Magellan approves the grading plan as long as a Magellan representative is onsite during any grading activity within Magellan’s Easement Tract.**
- (e.) Landscaping – Landscaping plans have not been submitted to **Magellan**. Any landscaping proposed to be installed within **Magellan’s Easement Tract** shall comply with the **Magellan** Encroachment Requirements and is subject to approval by **Magellan**.
1. **No Other Encroachments.** Except for the **Approved Encroachments** as allowed by this **Agreement**, **City** shall not create, erect, place or construct any other **Encroachment** on, above or below the surface of the ground on **Magellan’s Easement Tract**, or change the grade or elevation of the ground surface within **Magellan’s Easement Tract** or at any time plant or allow any trees thereon or cause or permit any of these to be done by others, without the express prior written permission of **Magellan**.
 2. **Magellan On-Site Representative.** Exclusive of Saturday, Sunday, and legal holidays, **City** shall notify **Magellan** a minimum of 48 hours in advance of any **Encroachment** activities on **Magellan’s Easement Tract** so that **Magellan** may arrange to have a representative present. At **Magellan's** option, a **Magellan** representative may be on site during all **Encroachment** activities over or within ten feet (10') of the **Magellan Facilities** to confirm that no damage occurs to the **Magellan Facilities**. The presence of **Magellan's** representative or any verbal instructions given by such representative shall not relieve **City** of any liability under the **Easement** or this **Agreement**, and will not change the terms of the **Easement** or this **Agreement**, which may only be changed by written agreement by authorized representatives of **City** and **Magellan**. If pipeline, coating, cathodic protection and/or any other repair of **Magellan Facilities** is required by **Magellan** or if the safety of the **Magellan Facilities** is jeopardized, in **Magellan’s** sole judgment, **City** shall stop all construction activities on **Magellan’s Easement Tract** until said repairs are completed or until any unsafe construction practices are resolved to the satisfaction of **Magellan’s** on-site representative. Written notification of such construction activity shall be made to **MAGELLAN PIPELINE COMPANY, Coordinator of Operations & Maintenance, Pat Comer, 401 E. Donovan Road, Kansas City, KS 66115, Cell: (816) 289-1788**, or such other representative of **Magellan**, which **Magellan** may from time to time designate.
 3. **Protection of Magellan Facilities.** **City** shall protect the **Magellan Facilities** if excavating and backfilling become necessary within **Magellan’s Easement Tract**. If excavating within 2 feet of any **Magellan** pipeline or when otherwise deemed necessary by **Magellan’s** on-site

representative, City shall perform any necessary digging or excavation operations by hand digging.

Magellan has received a list of equipment that City's contractor is to have onsite. A minimum of 4' of cover is required over Magellan's Facilities for any listed equipment to cross. The 4' depth of cover will need to extend at least 5' outside of the outer wall of each side of the pipeline. Any heavy equipment not included on the list provided to Magellan is not approved to cross.

4. **Breach.** If either City or Magellan breaches this Agreement and the non-breaching party commences litigation to enforce any provisions of this Agreement, the reasonable cost of attorneys' fees and expenses will be payable to the non-breaching party by the breaching party upon demand, for all claims upon which the non-breaching party prevails.
5. **Insurance.** City shall procure or cause its contractors and subcontractors to procure and maintain in force throughout the entire term of this Agreement insurance coverage described below with insurance companies acceptable to Magellan for work performed related to the construction of the **Approved Encroachments**. All costs and deductible amounts will be the responsibility and obligation of the City or its contractors and subcontractors. Prior to commencing any activities related to the construction of the **Approved Encroachments**, the City must deliver to Magellan certificate(s) of insurance, naming **Magellan Midstream Partners, L.P. and its Affiliates** as an additional insured. The limits set forth below are minimum limits and will not be construed to limit the City's liability:
 - (a) Workers' Compensation insurance complying with the laws of the State or States having jurisdiction over each employee and Employer's Liability insurance with limits of \$1,000,000 per accident for bodily injury or disease.
 - (b) Commercial General Liability insurance on an occurrence form with a combined single limit of \$5,000,000 each occurrence; and for project specific, an annual aggregate of \$5,000,000. Coverage must include premises/operations, products/completed operations, and sudden and accidental pollution. **Magellan Midstream Partners, L.P. and its Affiliates** (hereinafter defined), and its and their respective directors, officers, partners, members, shareholders, employees, agents, and contractors shall be included as additional insureds. The term "Affiliate(s)" as used herein means, with respect to Magellan Midstream Partners, L.P., any individual, corporation, partnership, limited partnership, limited liability company, limited liability partnership, firm, association, joint stock company, trust, unincorporated organization, governmental body, or other entity (collectively, a "Person") that directly, or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with Magellan Midstream Partners, L.P. The term "control" (including the terms "controlled by" and "under common control with"), as used in the previous sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of

Magellan Midstream Partners, L.P. or such Person, as applicable, whether through Ownership of voting stock, Ownership interest or securities, by contract, agreement or otherwise.

- (c) The Sudden and Accidental Pollution can be a separate, stand-alone policy, but must still meet the \$5,000,000 minimum limit requirement. If the coverage is written on a claims-made policy form, the coverage must be maintained for two (2) years following completion of the work activities related to the **Approved Encroachments**.
- (d) In each of the above policies, the **City** or its contractors and subcontractors agree to waive and will require its insurers to waive any rights of subrogation or recovery either may have against **Magellan** and its affiliated companies.
- (e) Regardless of the insurance requirements above, the insolvency, bankruptcy, or failure of any such insurance company providing insurance for the **City** or its contractors and subcontractors, or the failure of any such insurance company to pay claims that occur, such requirements, insolvency, bankruptcy or failure will not be held to waive any of the provisions hereof.
- (f) In the event of a loss or claim arising out of or in connection with the construction of the **Approved Encroachments**, the **City** agrees, upon request of **Magellan**, to submit a certified copy of its insurance policies for inspection by **Magellan**.

(g) The **City** shall require all of its contractors and subcontractors for work related to the construction of the **Approved Encroachments** to provide adequate insurance coverage, all to be endorsed with the Waiver of Subrogation wording referenced in Section (d) above; any deficiency in the coverage, policy limits, or endorsements of said contractors and subcontractors, shall be the sole responsibility of the **City**.

(h) **The City's Lessee or Lessee's Contractors may provide the insurance required in this Agreement in lieu of the City doing so provided the Lessee or Lessee's Contractors include the additional insured and waiver of subrogation in favor of Magellan Midstream Partners, L.P. and its Affiliates as required above.**

~~(g)~~

6. **Indemnification.** To the extent permitted by law, **City** will indemnify, save, and hold harmless **Magellan**, its affiliated companies, directors, officers, partners, employees, agents and contractors from any and all environmental and non-environmental liabilities, losses, costs, damages, expenses, fees (including reasonable attorneys' fees), fines, penalties, claims, demands, causes of action, proceedings (including administrative proceedings), judgments, decrees and orders resulting from **City's** breach of this **Agreement** or caused by or as a result of the construction, use, maintenance, existence or removal of the **Approved Encroachments** or **Other Encroachments** located on the **Magellan Easement Tract**. The

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presence of **Magellan's** representative or any instructions given by such representative will not relieve City of any liability under this **Agreement**, except to the extent that such liability results from **Magellan's** or its representative's gross negligence or willful misconduct. Notwithstanding any provision to the contrary, nothing in the Agreement shall constitute or be construed or deemed to constitute a waiver of the City's sovereign immunity.

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7. **Damage or Loss.** City covenants that:

- (a) If at any time, in the sole opinion of **Magellan**, it becomes necessary for **Magellan**, to cross, occupy, utilize, move or remove all or portions of the **Approved Encroachments** placed on **Magellan's Easement Tract** or constructed pursuant to this **Agreement**, for any purpose, including but not limited to surveying, constructing new facilities, maintaining, inspecting, operating, protecting, repairing, replacing, removing or changing the size of a pipeline(s) and appurtenances on **Magellan's Easement Tract** and such activities by **Magellan** result in damage to or destruction of the **Approved Encroachments**, then repair, replacement or restoration of such **Approved Encroachments** shall be at the sole cost and responsibility of **City**.
- (b) If at any time, any encroachments belonging to or permitted by **City** which are not authorized by this or another written agreement ("**Other Encroachments**") are found to be on **Magellan's Easement Tract**, **Magellan** may at any time request **City** to remove such **Other Encroachments**, and if **City** refuses or fails to do so within a reasonable time, **Magellan's** may remove them from **Magellan's Easement Tract** to **City's Land** at **City's** expense, unless they are allowed to remain by a written agreement between **Magellan** and **City**. Should such removal activities by **Magellan** result in damage to or destruction of the **Other Encroachments**, then repair, replacement or restoration of such **Other Encroachments** shall be at the sole cost and responsibility of **City**, and such **Other Encroachments** may not be repaired, replaced or rebuilt on **Magellan's Easement Tract** without a written agreement between **Magellan** and **City**.
- (c) If during the exercise of the rights granted by the **Easement** or by this **Agreement**, the **Approved Encroachments** and **Other Encroachments**, if any, are damaged, destroyed or suffer loss of value, **City** agrees to release **Magellan**, its affiliates, and its and their respective directors, officers, members, partners, shareholders, employees, agents and contractors from and against any and all liabilities, and damages or losses which may arise as a result of the damage to or loss of use of the **Approved Encroachments** and **Other Encroachments**, if any, caused by **Magellan**, its employees, agents and contractors.

8. **Magellan Rights.** Magellan and City agree that the existence of the **Approved Encroachments** or this **Agreement** does not constitute a waiver of **Magellan's** rights under the **Easement**. **Magellan** hereby reserves and **City** hereby grants and confirms all of **Magellan's** rights, title and estate as set forth in the **Easement**.

9. The terms and conditions of this **Agreement** will constitute covenants running with the land and be binding upon and inure to the benefit of the parties hereto, their successors, assigns and grantees. This **Agreement** may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This **Agreement** shall become effective upon its complete execution by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands on the dates expressed below.

MAGELLAN PIPELINE COMPANY, L.P.
By Its General Partner, Magellan Pipeline GP, LLC
By Its Undersigned Authorized Signatory:

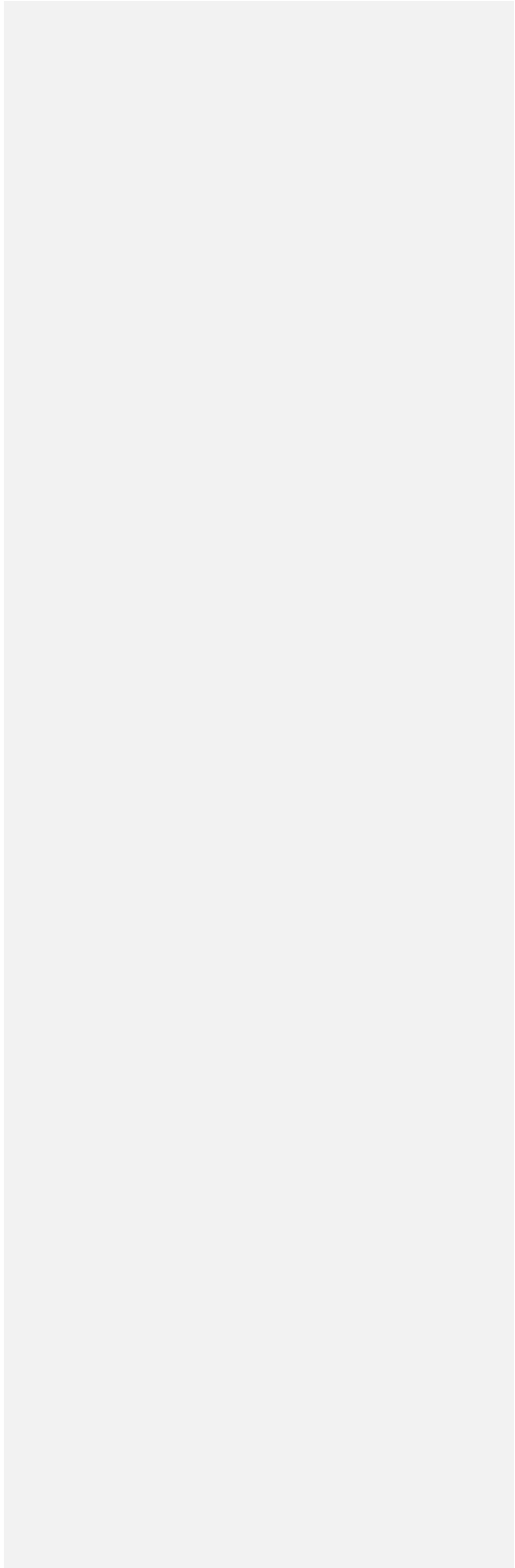
CITY OF RIVERSIDE, MISSOURI

By: _____
Name: _____
Date: _____

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

My Commission Expires:

Notary Public



Riverside Public Works

Reporting Dates August 2024

Cost Summary By Task

Task	Activities	Labor Hours	Labor Cost	Eqp Cost	Mat Cost	Con Cost	Overhead	Total Cost
Animal Pickup/Cleanup Road Kill	1	1.00	\$19.03	\$25.00	\$0.00	\$0.00	\$0.00	\$44.03
Assistant Director Duties	21	162.00	\$4,954.56	\$0.00	\$0.00	\$0.00	\$0.00	\$4,954.56
Banner Installation or removal	3	4.00	\$88.27	\$200.00	\$0.00	\$0.00	\$0.00	\$288.27
Building Maintenance	6	11.00	\$216.10	\$290.00	\$0.00	\$0.00	\$0.00	\$506.10
Comp Time Leave	7	46.25	\$919.02	\$0.00	\$0.00	\$0.00	\$0.00	\$919.02
Director Duties	22	176.00	\$9,116.80	\$0.00	\$0.00	\$0.00	\$0.00	\$9,116.80
Electrical	2	6.00	\$130.94	\$160.00	\$40.00	\$0.00	\$0.00	\$330.94
Equip Maint	1	1.00	\$23.00	\$42.50	\$0.00	\$0.00	\$0.00	\$65.50
Fire Support	1	1.00	\$23.00	\$110.00	\$0.00	\$0.00	\$0.00	\$133.00
Graffiti removal	1	4.00	\$73.00	\$100.00	\$30.00	\$0.00	\$0.00	\$203.00
Grounds Maint.	3	12.00	\$224.89	\$350.00	\$0.00	\$0.00	\$0.00	\$574.89
Irrigation check and fix	2	8.00	\$184.00	\$450.00	\$0.00	\$0.00	\$0.00	\$634.00
Litter Control	1	6.00	\$138.00	\$75.00	\$0.00	\$0.00	\$0.00	\$213.00
Mowing	132	501.50	\$10,518.99	\$38,695.00	\$0.00	\$0.00	\$0.00	\$49,213.99
Park Event Clean-up/Insp	1	6.00	\$138.00	\$225.00	\$0.00	\$0.00	\$0.00	\$363.00
Parks - Noel Projects	2	12.00	\$256.29	\$425.00	\$0.00	\$0.00	\$0.00	\$681.29
Playground Maintenance/Inspection	1	2.00	\$37.28	\$40.00	\$0.00	\$0.00	\$0.00	\$77.28
Police Support	1	1.00	\$23.00	\$50.00	\$0.00	\$0.00	\$0.00	\$73.00
Pool Maintenance	13	47.00	\$1,001.27	\$1,790.00	\$130.00	\$0.00	\$0.00	\$2,921.27
Power Wash	1	2.00	\$36.50	\$50.00	\$0.00	\$0.00	\$0.00	\$86.50
Restroom check and cleanup	12	23.25	\$497.34	\$640.00	\$0.00	\$0.00	\$0.00	\$1,137.34
Shop Maint	3	15.50	\$296.75	\$100.00	\$0.00	\$0.00	\$0.00	\$396.75
Sick	16	114.25	\$2,400.55	\$0.00	\$0.00	\$0.00	\$0.00	\$2,400.55
Stock Supplies for Custodians	2	8.00	\$166.56	\$180.00	\$0.00	\$0.00	\$0.00	\$346.56
Storm Cleanup	5	44.00	\$965.08	\$920.00	\$0.00	\$0.00	\$0.00	\$1,885.08
Street Signs / Maint	3	11.00	\$214.51	\$100.00	\$30.00	\$0.00	\$0.00	\$344.51
Trail Maint	1	4.00	\$73.00	\$100.00	\$0.00	\$0.00	\$0.00	\$173.00
Trash Pick Up	17	49.00	\$1,010.93	\$1,307.00	\$0.00	\$0.00	\$0.00	\$2,317.93
Tree Trimming	2	4.00	\$82.50	\$187.00	\$0.00	\$0.00	\$0.00	\$269.50
Vacation	18	132.75	\$2,947.53	\$0.00	\$0.00	\$0.00	\$0.00	\$2,947.53
Vandalism/Theft Work	1	4.00	\$92.00	\$100.00	\$0.00	\$0.00	\$0.00	\$192.00
Water feature maint	9	31.00	\$610.52	\$1,050.00	\$100.00	\$0.00	\$0.00	\$1,760.52
Weed Spraying	1	4.00	\$78.54	\$52.00	\$40.20	\$0.00	\$0.00	\$170.74
Tasks:	33	312	1,454.50	\$47,813.50	\$370.20	\$0.00	\$0.00	\$85,741.44
			\$37,557.74					



ACTIVITY REPORT: August 2024



363

COMMUNITY-GENERATED
CALLS FOR SERVICE

805

SELF-INITIATED CALLS
FOR SERVICE

379

911 CALLS TAKEN



10

CRIMINAL CITATIONS
ISSUED

303

REPORTS TAKEN

117

ARRESTS MADE



17

MOTOR VEHICLE
CRASHES

281

TRAFFIC CITATIONS
ISSUED

5

DRIVING WHILE
INTOXICATED



ACTIVITY REPORT

Aug 2024



100

EMS INCIDENT CALLS

3

FIRE CALLS

7

ACCIDENT CALLS

50

OTHER CALLS

18%

OVERLAPPING CALLS

8

MUTUAL AID RECEIVED

0

MUTUAL AID GIVEN

79

AMBULANCE TRANSPORTS

6:04

AVG. RESPONSE TIME (MIN)

2:48

AVG. TURNOUT TIME (MIN)

300

TRAINING HOURS COMPLETED

17

PUBLIC RELATIONS

45

INSPECTIONS COMPLETED



**2950 NW Vivion Road
Riverside, Missouri 64150**

MEMO DATE: September 13, 2024
AGENDA DATE: September 17, 2024
TO: Mayor and Board of Aldermen
FROM: Mike Duffy
RE: Community Development Department August 2024

CODES: Violations Observed: 12
Violations Resolved: 12
Notices Sent: 8
Signs Removed: 5
Citations Issued: 0

PERMITS: Building Residential-2
Mechanical- 1
Commercial-1
Electrical- 2
Sign- 1
Fence-2
Right-of-Way-2
Total-11

Animal Control: Animal Complaints: 5
Self-Initiated Calls: 5
Animals Returned to Owner: 1
Impounded Domestic Animals: 0
Impounded Wild Animals: 0
Verbal Warnings: 3
Uniform Citations: 0