

**CITY OF LEE'S SUMMIT, MISSOURI,
Issuer**

AND

**UMB BANK, N.A.,
Kansas City, Missouri,
Trustee**

AMENDED AND RESTATED TRUST INDENTURE

Dated as of ~~April~~May 1, 2016

**\$58,090,988.52
TAXABLE INDUSTRIAL DEVELOPMENT REFUNDING AND
IMPROVEMENT REVENUE BONDS
(SUMMIT TECHNOLOGY CENTER PROJECT)
SERIES 2007**

AMENDED AND RESTATED TRUST INDENTURE

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Exhibit A - Form of Bond

AMENDED AND RESTATED TRUST INDENTURE

THIS AMENDED AND RESTATED TRUST INDENTURE, dated as of ~~April~~May 1, 2016 (the “Indenture”), is between the **CITY OF LEE’S SUMMIT, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “Issuer”), 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 its principal office located in the City of Kansas City, Missouri, as Trustee (the “Trustee”);

WITNESSETH:

WHEREAS, the Issuer is authorized and empowered under the Article VI, Section 27 of the Missouri Constitution, as amended, Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended, and the City of Lee’s Summit Charter (collectively the “Act”), to issue its revenue bonds for the purpose of providing funds to purchase, construct, extend and improve manufacturing, commercial, warehousing and industrial development projects and to lease or otherwise dispose of such projects to private persons or corporations upon such terms and provisions as the Issuer deems advisable; and

WHEREAS, the Issuer on June 18, 1998 issued its Taxable Industrial Development Revenue Bonds (Townsend Summit, LLC), Series 1998, in the maximum principal amount of \$100,000,000 (the “Series 1998 Bonds”), for the purpose of providing funds to finance the costs of purchasing and constructing an industrial development project in Lee’s Summit, Missouri, including land, buildings and fixtures (the “Original Project”), and, in connection therewith, the Issuer leased the Original Project to Townsend Summit, LLC, a Delaware limited liability company (“Townsend”); and

WHEREAS, in 2007, Townsend agreed to sell a portion of the Original Project consisting of the currently improved property consisting of two buildings of approximately 1,037,985 square feet together (the “2007 Project”) with the real property on which such improvements are located (which is legally described in Exhibit A to the Original Lease (defined below)) to KC Summit Technology LLC, a Delaware limited liability company (the “Company”); and

WHEREAS, in connection with the sale of the 2007 Project to the Company, the Company requested that the Series 1998 Bonds be refunded by the issuance by the Issuer of its Taxable Industrial Development Refunding Revenue Bonds (Summit Technology Center Project), Series 2007 (the “Bonds”), in the maximum principal amount of \$51,590,988.52; and

WHEREAS, pursuant to Ordinance No. 6460 passed on August 2, 2007, the Issuer (i) entered into a Trust Indenture dated as of August 1, 2007 (the “Original Indenture”), with UMB Bank, N.A., Kansas City, Missouri, as bond trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, and (ii) entered into the Lease Agreement dated as of August 1, 2007 (the “Original Lease”) with the Company under which the Issuer caused the proceeds of the Bonds to be used to refund the Series 1998 Bonds and leased the 2007 Project to the Company in consideration of payments to be made by the Company to the Trustee which are to be sufficient to pay the principal of and interest on the Bonds as the same become due; and

WHEREAS, On December 17, 2015, the Company sold a portion of the 2007 Project consisting of the north building of the Lee’s Summit Technology Center (the “North Building”), together with the

real property on which such improvements are located, to Cerner Properties, Inc., a Delaware corporation (“Cerner”); and

WHEREAS, in connection with the sale of the North Building to Cerner, the Company and the Issuer entered into the First Supplemental Lease Agreement dated as of December 1, 2015, (the “First Supplemental Lease”), for the purpose of (i) modifying the amounts of the payments in lieu of taxes payable by the Company under the Original Lease (to account for the removal of the North Building), (ii) amending the legal description of the 2007 Project (to remove the North Building), and (iii) making other conforming changes thereto; and

WHEREAS, the Company now requests that the Issuer approve (i) an increase in the size and scope of the 2007 Project, (ii) the issuance of additional Taxable Industrial Development Revenue Bonds under the Original Indenture in the principal amount of not to exceed \$6,500,000 (increasing the authorized amount of the Bonds to a maximum principal amount of \$58,090,988.52), (iii) the extension of the term of the *ad valorem* real property tax abatement on the 2007 Project, (iv) the modification of the amounts of the payments in lieu of taxes payable by the Company under the Original Lease, as previously supplemented, and (v) the modification of the Original Lease to extend the term thereof through December 31, 2028; and

WHEREAS, the Issuer, in accordance with Section 100.050 of the Act, has prepared a plan for industrial development (the “2016 Plan”) for the Company, with respect to a project consisting of (1) the design and construction of improvements to the south building of the Lee’s Summit Technology Center and (2) associated site work and infrastructure, all at a cost of approximately not to exceed \$6,500,000 (the “2016 Project,” and together with the 2007 Project, collectively, the “Project”); notice of the 2016 Plan and the 2016 Project was given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act and the Issuer now desires to approve the 2016 Plan; and

WHEREAS, the Issuer desires to finance the costs of the 2016 Project out of the proceeds of the Bonds; and

WHEREAS, pursuant to Ordinance No. _____7850 passed by the City Council on March 31, 2016, the Issuer ~~(i)~~ approved the 2016 Plan, ~~(ii) will enter into;~~ and

WHEREAS, pursuant to Ordinance No. _____ passed by the City Council on May ____, 2016, the Issuer will (i) enter into this Indenture for the purpose of issuing and securing the Bonds, and ~~(iii)~~ will enter into the Amended and Restated Second Supplemental Lease Agreement dated as of ~~April~~ May 1, 2016 (the “Second Supplemental Lease,” together with the Original Lease and the First Supplemental Lease, collectively, referred to herein as the “Lease Agreement”), with the Company, under which Lease Agreement the Issuer ~~will lease~~ has leased the Project to the Company in consideration of payments to be made by the Company to the Trustee which are to be sufficient to pay the principal of and interest on the Bonds as the same become due; 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 limited obligations of the Issuer, and for this Indenture to constitute 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 issued hereunder, 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 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 the sum of one dollar duly paid to the Issuer by the Trustee, 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 transfer in trust, pledge, assign and grant a security interest unto the Trustee and its successors and assigns forever, the property described below (said property being herein called the "Trust Estate"), to wit:

a. All right, title and interest of the Issuer in, to and under the [Lease](#) Agreement, including all Lease Payments and other payments, revenues and receipts derived by the Issuer under and pursuant to and subject to the provisions of the [Lease](#) Agreement (except for the Issuer's rights to receive payments in lieu of taxes and other amounts for its own account under **Sections 5.2(a), (c), (d), (e) and (f)** and **5.6** of the [Lease](#) Agreement and the Issuer's rights to indemnification and payment of attorneys' fees under **Section 6.6** of the [Lease](#) Agreement); and

b. All moneys and securities from time to time held by 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 Issuer or by anyone in the Issuer's behalf, 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 issued and 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 pays, or causes to be paid, the principal of and interest on the Bonds, at the times 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 XI** 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 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 of 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, as follows:

ARTICLE I
DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere in this Indenture, the following words and terms as used herein shall have the following meanings:

“2016 Project” has the meaning set forth in the Recitals hereto.

“Act” means the Article VI, Section 27(b) of the Missouri Constitution, as amended, Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended, and the City of Lee’s Summit Charter, as amended.

~~**“Agreement”** means the Amended and Restated Lease Agreement dated as of the date of this Indenture, between the Issuer and the Company, as from time to time amended and supplemented in accordance with the provisions thereof and of Article X of this Indenture.~~

“Bond Counsel” means an attorney or firm of attorneys with a nationally recognized standing in the field of municipal financing approved by the Issuer and the Trustee.

“Bond Documents” means this Indenture, the Bonds, the Lease Agreement and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing; provided, however, that when the words “Bond Documents” are used in the context of the authorization, execution, delivery, approval or performance of Bond Documents by a particular party, the same shall mean only those Bond Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

“Bondowner” shall have the same meaning as the term “Registered Owner.”

“Bonds” means the Taxable Industrial Development Refunding and Improvement Revenue Bonds (Summit Technology Center Project), Series 2007, in the maximum stated principal amount of **\$58,090,988.52**, issued, authenticated and delivered under and pursuant to this Indenture.

“Business Day” means any day other than (a) a Saturday or Sunday, or (b) a day on which commercial banking institutions in the State of Missouri or in any city which the principal corporate trust office of the Trustee is located are authorized or required by law to be closed.

“Company” means KC Summit Technology LLC, a Delaware limited liability company, and its successors and assigns.

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

“**Company’s Lender**” means Bank of America, N.A. and any successor lender of the Company financing the Project.

“**Completion Date**” means the date of execution of the certificate required by **Section 4.6** of the Lease and **Section 404** of this Indenture and filed with the Trustee.

“**Debt Service Fund**” means “City of Lee’s Summit, Missouri, Debt Service Fund -- Summit Technology Center” created in **Section 401** of this Indenture.

“**Event of Default**” means (a) with respect to this Indenture, any Event of Default as described in **Section 701** hereof, and (b) with respect to the [Lease](#) Agreement, any Event of Default as described in **Section 9.1** thereof.

“**First Supplemental Lease**” has the meaning set forth in the recitals to this Indenture.

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

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

“**Issuer**” means City of Lee’s Summit, Missouri, a constitutional charter city and municipal corporation organized and existing under the laws of the State of Missouri, and the Issuer’s successors and assigns.

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

“**Lease Agreement**” means the Lease Agreement dated August 1, 2007, as supplemented by the First Supplemental Lease and the Second Supplemental Lease, each between the Issuer and the Company, as may be further amended and supplemented in accordance with the provisions thereof and of **Article X** of this Indenture.

“**Lease Payments**” means the payments described in **Section 5.1** of the [Lease](#) Agreement.

“**Lease Term**” means the period from the effective date of the [Lease](#) Agreement until the expiration thereof pursuant to **Section 3.2** of the [Lease](#) Agreement.

“**Leasehold Deed of Trust**” means a leasehold deed of trust that complies with the provisions of **Section 3.7** of the [Lease](#) Agreement.

“**Outstanding**” means, when used with reference to Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered under this Indenture, except:

- (a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation pursuant to this Indenture;

- (b) Bonds deemed to be paid in accordance with the provisions of **Section 1102** 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 “**Registered Owner**” when used with respect to any Bond means the person in whose name such Bond is registered on the bond register maintained by the Trustee.

“**Payment Date**” means any date on which principal of or interest on the Bonds is payable pursuant to the Bonds.

“**Permitted Encumbrances**” means, as of any particular time:

- (a) the lien and security interest of the [Lease](#) Agreement and any Leasehold Deed of Trust;
- (b) liens for taxes, assessments and other governmental charges not then delinquent;
- (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the Issuer;
- (d) such minor defects, irregularities, encumbrances, easements, mechanic’s liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project 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 Company; and
- (e) any other liens on the Project expressly permitted by the [Lease](#) Agreement or approved in writing by the Owners of all of the Bonds Outstanding.

“**Permitted Investments**” means any of the following securities, if and to the extent the same are at the time legal for investment of the Issuer’s funds:

- (a) Government Securities;
- (b) obligations of the following, to the extent unconditionally guaranteed as to timely payment of principal and interest by the United States of America: Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;
- (c) certificates of deposit, whether negotiable or nonnegotiable, time deposits or other deposit arrangements 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 and its affiliates), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) and (b), 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, as custodian, by the bank, trust

company or national banking association issuing such certificates of deposit, and the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured shall furnish the Trustee an undertaking satisfactory to the Trustee that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(d) any repurchase agreement with 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 and its affiliates) or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York; provided, however, that any repurchase agreement must be secured by any one or more of the securities described in clauses (a) or (b) above; or

(e) money market mutual funds (including those of the Trustee or its affiliates) that are registered with the federal Securities and Exchange Commission (SEC), meeting the requirements of Rule 2a-7 under the Investment Company Act of 1940 and that are rated in either of the two highest categories by Moody's and Standard & Poor's.

“Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

~~**“Plans and Specifications”** means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time before the Completion Date, the same being on file at the office of the Company and which shall be available for reasonable inspection during normal business hours and upon not less than one Business Day's prior notice by the Issuer, the Trustee and their duly appointed representatives.~~

“Project” means the Project described in the recitals of this Indenture, including the 2007 Project, the 2016 Project and the Project Site, and all additions, modifications, improvements, replacements and substitutions made to the Project pursuant to the [Lease](#) Agreement, as they may at any time exist.

“Project Costs” means all costs of the construction, renovation and improvement of the 2016 Project, including the following:

(a) all costs and expenses necessary or incident to the construction, renovation and improvement of the 2016 Project, which the Company conveys to the City;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of professionals and consultants in relation to the construction, renovation and improvement of the 2016 Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in construction and improving the 2016 Project and otherwise improving the Project Site, including the actual cost of labor and materials, machinery, furnishings and equipment as payable to contractors, builders and

materialmen in connection with the construction, renovation and improvement of the 2016 Project;

(d) interest accruing on the Bonds during the construction period of the 2016 Project, if any;

(e) the cost of title insurance policies and the cost of any other insurance maintained during the construction period in accordance with **Article VI** of the [Lease](#) Agreement;

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the 2016 Project, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the construction, renovation and improvement of the 2016 Project;

(g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the construction, renovation and improvement of the 2016 Project; and (3) the financing thereof; and

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

“Project Fund” means “City of Lee’s Summit, Missouri, Project Fund -- Summit Technology Center” created in **Section 401** of this Indenture.

“Project Site” means all of the real estate described in **Exhibit A** to the [Lease](#) Agreement and by this reference made a part hereof.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of this Indenture.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which it is to be redeemed pursuant to the terms of this Indenture, including the applicable redemption premium, if any, but excluding installments of interest due on or before the Redemption Date.

[“Second Supplemental Lease” has the meaning set forth in the recitals to this Indenture.](#)

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the Issuer and the Trustee pursuant to **Article IX** of this Indenture.

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

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

Section 102. Rules of Interpretation.

(a) 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, 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.

(c) All references in this Indenture to designated “Articles”, “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Indenture as originally executed.

(d) 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.

ARTICLE II

THE BONDS

Section 201. Authorization, Issuance and Terms of Bonds.

(a) There is issued and secured by this Indenture an issue of Bonds in the maximum stated principal amount of \$58,090,988.52 for the purpose of providing funds to (i) refund the Series 1998 Bonds and (ii) finance the costs of the 2016 Project, which issue of Bonds are designated “**Taxable Industrial Development Refunding and Improvement Revenue Bonds (Summit Technology Center Project), Series 2007**” (herein called the “Bonds”). The Bonds are dated the date of their issuance and delivery to the original purchaser thereof and shall become due on **December 1, 2028** (subject to prior redemption as hereinafter provided in **Article III**). The maximum stated principal amount of the Bonds authorized under this Indenture is **\$58,090,988.52**.

(b) The Bonds shall bear interest from the date thereof, or from the most recent interest payment date to which interest has been paid or duly provided for, at the per annum equal to **6.853%**, computed as set forth in the Bonds.

(c) Principal and interest on the Bonds shall be payable in installments as set forth in the Bonds. The Trustee is hereby designated as and shall act as the paying agent for the payment of the principal of and interest on the Bonds and as bond registrar for the registration and transfer of Bonds hereunder.

(d) The Bonds shall be issuable in the form of fully registered Bonds without coupons. The Bonds and the Trustee’s Certificate of Authentication to be endorsed thereon shall be in substantially the forms set forth in **Exhibit A**. 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 requirement of law with respect thereto.

Section 202. Limited Obligations.

(a) The Bonds and the interest thereon shall be limited obligations of the Issuer payable solely out of the Trust Estate (including, in certain circumstances, Bond proceeds and income from the

temporary investment thereof and proceeds from insurance and condemnation awards), 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 an indebtedness of the City of Lee's Summit, Missouri, or of the State of Missouri, and neither said City nor said State shall be liable thereon beyond their respective interests, if any, in the Trust Estate. In no event shall the Bonds be payable out of any funds or properties other than those acquired for the purpose of the Act, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

(b) No provision, covenant or agreement contained in this 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 its general credit. In making the agreements, provisions and covenants set forth in this Indenture, the Issuer has not obligated itself except with respect to the Project and the application of the payments, revenues and receipts derived by the Issuer under the [Lease](#) Agreement as hereinabove provided. Neither the governing body of the Issuer nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

Section 203. Execution, Authentication and Delivery of Bonds.

(a) The Bonds 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 any Bonds shall cease to be such officer before the delivery of such Bonds, 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 who 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 Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit A** 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 purpose 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, but it shall not be necessary that the same officer or employee sign the Certificate of Authentication on all of the Bonds that may be issued hereunder at any one time.

(c) Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Issuer and the Trustee, the following:

(1) An original or certified copy of the Ordinance adopted by the City Council of the Issuer authorizing the issuance of the Bonds and the execution of this Indenture and the [Lease](#) Agreement;

(2) An original executed counterpart of this Indenture and the [Lease](#) Agreement;

(3) A request and authorization to the Trustee on behalf of the Issuer, executed by the Issuer Representative, to authenticate the Bonds and to deliver the Bonds to the original purchaser. The Trustee shall be entitled to conclusively rely upon such request and authorization as to the names of the purchasers and the amount of such purchase price;

(4) An opinion of Bond Counsel to the effect that the Bonds constitute valid and legally binding obligations of the Issuer; and

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

(d) When the documents specified in subsection (c) of this Section shall have been filed with the Trustee, and when the Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Bonds to or upon the order of the original purchaser of the Bonds.

Section 204. Registration, Transfer and Exchange of Bonds.

(a) The Trustee is hereby appointed bond registrar and as such shall keep books for the registration and for the transfer of Bonds as provided in this Indenture. Each Bond when issued shall be registered in the name of the owner thereof on the registration books kept by the Trustee. The Bonds may be transferred only upon the registration books maintained by the Trustee as provided in the Bonds.

(b) Each Bond presented or surrendered for transfer shall be duly endorsed, or be accompanied by a written instrument of transfer in form reasonably satisfactory to the Trustee, as bond registrar, duly executed by the owner thereof or his attorney or legal representative duly authorized in writing, and shall be accompanied by the documentation required by the Bonds.

(c) The Trustee may make a charge reasonable to the Bondowner requesting the same for every such transfer of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such transfer, and such charge shall be paid before such Bond shall be delivered to the transferee. The reasonable charges of the Trustee for making any transfer hereunder and shall be paid by the Company.

(d) At reasonable times and under reasonable regulations established by the Trustee, the bond registration books kept by the Trustee may be inspected and copied by the Issuer, the Company or by the Owners (or a designated representative thereof) of any Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the reasonable satisfaction of the Trustee.

(e) The person in whose name any Bond shall be registered as shown on the bond registration books required to be maintained by the Trustee 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 his legal representative. 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, unless such payment is thereafter required to be disgorged by such Registered Owner.

(f) Notwithstanding anything contained herein to the contrary, the Registered Owner shall have the right, from time to time, to assign the Bonds as collateral security for any loan made to the Registered Owner or any of its affiliates; and any such assignment shall not require the prior consent of the Trustee or the Issuer, nor shall any opinion of counsel be required in connection therewith. No merger of estates shall occur as a result of the holder of the Bonds being the Company, its affiliates or any successor or assign of either under the [Lease](#) Agreement.

Section 205. 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 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 Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity of the Trustee satisfactory to the Trustee. In the event any such Bond shall have matured, the Trustee may, instead of issuing a substitute Bond, pay or authorize the payment of the same without surrender thereof. Upon the issuance of any 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 206. Cancellation and Destruction of Bonds upon Payment. All Bonds which have been paid or redeemed which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be canceled by the Trustee immediately upon the payment or redemption of such Bonds and the surrender thereof to the Trustee. The Trustee shall execute a certificate in triplicate describing the Bonds so canceled, and shall file executed counterparts of such certificate with the Issuer and the Company. All Bonds canceled under any of the provisions of this Indenture shall be destroyed by the Trustee.

ARTICLE III

PREPAYMENT AND REDEMPTION OF BONDS

Section 301. Prepayment and Redemption of Bonds. The Bonds shall be subject to prepayment and redemption prior to their stated maturity in accordance with the terms and provisions set forth in the Bonds and in this Article. The Trustee shall immediately remit any prepayments received on the Bonds to the Registered Owners.

Section 302. Selection of Bonds to Be Prepaid and Redeemed. Bonds may be prepaid and redeemed only in the principal amount of **\$5,000** or any integral multiple thereof. For all purposes in connection with any prepayment and redemption, each **\$5,000** of face value shall be treated as though it were a separate Bond of the denomination of **\$5,000**.

ARTICLE IV

FUNDS AND ACCOUNTS; APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 401. Creation of Funds and Accounts. 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 Issuer to be designated as follows:

- (a) “City of Lee’s Summit, Missouri, Debt Service Fund -- Summit Technology Center” (herein called the “Debt Service Fund”); and
- (b) “City of Lee’s Summit, Missouri, Project Fund -- Summit Technology Center” (herein called the “Project Fund”).

Section 402. Deposit and Application of Bond Proceeds. \$51,590,988.52 of the proceeds of the Bonds shall be used to refund the Series 1998 Bonds and \$6,500,000 of the proceeds of the Bonds shall be deposited in the Project Fund and used to pay the costs of constructing and improving the 2016 Project.

Section 403. 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](#) Agreement. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Company, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of the requisition certificate.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative. If the 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. The Issuer hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the [Lease](#) Agreement.

Section 404. Completion of the 2016 Project. The completion of the 2016 Project and all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the Completion Certificate required by the provisions of **Section 4.6** of the [Lease](#) Agreement. As soon as practicable any balance remaining in the Project Fund shall without further authorization be transferred to and deposited in the Debt Service Fund and applied as provided in **Section 4.7** of the [Lease](#) Agreement.

Section 405. Deposit and Application of Moneys in the Debt Service Fund.

(a) The Trustee shall deposit into the Debt Service Fund, as and when received, the following:

(1) All Lease Payments payable by the Company to the Issuer specified in **Section 5.1** of the [Lease](#) Agreement; and

(2) All other moneys received by the Trustee under and pursuant to any of the provisions of the [Lease](#) Agreement when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Debt Service Fund.

(b) Except as provided in subsection (c) of this Section and in **Section 708** hereof, moneys in the Debt Service Fund shall be expended solely for the payment of the principal of and interest on the Bonds as the same mature and become due or upon the redemption thereof prior to maturity. The Issuer hereby authorizes and directs the Trustee to withdraw sufficient moneys from the Debt Service Fund to pay the principal of and interest on the Bonds as the same become due and payable.

(c) The Trustee, upon written direction of the Issuer and the Company, shall use any moneys in the Debt Service Fund (1) to redeem all or part of the Bonds Outstanding, and (2) to pay interest to accrue thereon prior to such redemption, 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 Agreement and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption.

(d) After payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any other amounts required to be paid under this Indenture and the Lease Agreement, all amounts remaining in the Debt Service Fund shall be paid to the Company.

Section 406. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of or interest on the Bonds or the date fixed for prepayment and redemption of any Bonds is not a Business Day, then payment of principal of or interest on the Bonds 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 shall accrue for the period after such date.

ARTICLE V

SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS

Section 501. Moneys to Be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any Fund under any provision of this Indenture shall be held by the Trustee in trust and shall be applied only in accordance with the provisions of this Indenture and, until used or applied as so provided, all such moneys shall constitute part of the Trust Estate and be subject to the lien hereof. The Trustee shall not be under any liability for interest on any moneys received hereunder except interest earned on investments made pursuant to **Section 502** of this Indenture.

Section 502. Investment of Moneys. Moneys held in the Funds under this Indenture shall, pursuant to written direction of the Company given by the Company, be separately invested and reinvested by the Trustee in Permitted Investments which mature or are subject to redemption by the owner prior to the date when such moneys will be needed. In the event that the Trustee has not received written instructions in accordance with the preceding sentence, the Trustee may invest at its discretion any moneys held in the Funds hereunder in Permitted Investments specified in paragraph (e) of the definition of Permitted Investments. Any such Permitted Investments shall be held by or under the control of the Trustee and shall be deemed at all times to be a part of the Fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Permitted Investments shall be credited to and accumulated in such Fund, and any loss resulting from such Permitted Investments shall be charged to such Fund. So long as no Event of Default has occurred and is continuing under this Indenture, upon written request of the Company Representative, the Trustee shall pay the interest earnings accrued on investments of moneys in the Funds to the Company. The Trustee shall sell and reduce to cash a sufficient amount of such Permitted Investments 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 503. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article IV** for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VI

GENERAL COVENANTS AND PROVISIONS

Section 601. Payment of Principal and Interest. The Issuer covenants and agrees that it will, but solely from the payments, revenues and receipts derived from the Trust Estate, promptly pay or cause to be paid the principal of and interest on the Bonds as the same 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 Issuer to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 602. Authority to Execute Indenture and to 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; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the Issuer according to the import thereof.

Section 603. 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. Should there be a default under this Indenture or the [Lease Agreement](#), 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 hereunder.

Section 604. 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 (subject to **Article IX** hereof) 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 Trust Estate, property and rights herein described to secure the payment of the principal of and interest on the Bonds. The Issuer covenants and agrees that it will not sell, lease, assign, pledge, encumber or otherwise dispose of any part of the Project or the payments, revenues and receipts derived therefrom or from the [Lease Agreement](#) or any of its rights and interest under the [Lease Agreement](#).

Section 605. [Reserved].

Section 606. Inspection of Project Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the payments, revenues and receipts derived from the Project shall at all reasonable times be open to inspection by such accountants or other agents as the Trustee or the Bondowners may from time to time designate.

Section 607. Enforcement of Rights under the [Lease Agreement](#). The [Lease Agreement](#), a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the Company, including provisions that subsequent to the issuance of the Bonds and prior to their payment in full or provision for payment thereof in accordance with the

provisions hereof the [Lease](#) Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Trustee, and reference is hereby made to the same for a detailed statement of the covenants and obligations of the Company thereunder. The Issuer agrees that the Trustee, as assignee of the [Lease](#) Agreement, in the Trustee's name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Company under and pursuant to the [Lease](#) Agreement for and on behalf of the Bondowners, whether or not the Issuer is in default hereunder.

Section 608. Performance of Duties under the [Lease](#) Agreement and Other Bond Documents. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the [Lease](#) Agreement and the other Bond Documents.

Section 609. Corporate Existence of the Issuer; Compliance with Laws. The Issuer will at all times maintain its corporate existence or assure the assumption of its obligations under this Indenture by any public body succeeding to its powers under the Act, and it will maintain, preserve and renew all the rights and powers provided to it by the Act; and it will comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to this Indenture or the [Lease](#) Agreement.

ARTICLE VII

DEFAULT AND REMEDIES

Section 701. Events of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an Event of Default under this Indenture:

- (a) Default in the due and punctual payment of any interest on any Bond as and when due;
- (b) Default in the due and punctual payment of the principal of any Bond, whether at the stated maturity or accelerated maturity thereof, or at the redemption date thereof;
- (c) Default in the performance or observance, other than as specified in subsections (a) and (b) of this Section, of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in the Bonds contained, and the continuance thereof for a period of **30** days after written notice thereof shall have been given to the Issuer and the Company by the Trustee, or to the Trustee, the Issuer and the Company by the Owners of not less than **25%** in aggregate principal amount of Bonds then Outstanding; provided, however, if any default shall be such that it cannot be corrected within such **30**-day period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer or the Company within such period and diligently pursued until the default is corrected (unless it would constitute an Event of Default under any other subsection hereof); or
- (d) An "Event of Default" as specified in **Section 9.1** of the [Lease](#) Agreement shall have occurred and is continuing.

With regard to any alleged default specified in paragraph (c) of this Section concerning which notice is given to the Company under the provisions of this Section, the Issuer hereby grants the Company full authority for the account of the Issuer to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the

Issuer, with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts in order to remedy such default.

Section 702. Acceleration of Maturity in Event of Default.

(a) If an Event of Default shall have occurred and be continuing, the Trustee may, and upon the written request of the Owners of not less than **25%** in aggregate principal amount of Bonds then Outstanding shall, by notice in writing delivered to the Issuer and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds shall have matured by their terms, all overdue installments of principal of and interest on the Bonds, together with all default interest and proper fees, charges, advances and expenses (including without limitation attorney's fees and expenses) of the Trustee, and all other sums then payable by the Issuer under this Indenture shall be paid, then and in every such case the Trustee shall, but only with the approval of the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding (in such Owners' sole and absolute discretion), rescind such declaration and annul such default in its entirety. In such event, the Trustee shall rescind any declaration of acceleration of installments of Lease Payments as provided in **Section 9.2** of the [Lease Agreement](#).

(c) In case of any rescission, then and in every such case the Issuer, the Trustee and the Bondowners 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 703. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default shall have occurred and be continuing, the Issuer, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the Issuer pertaining thereto, and including the rights and position of the Issuer under the [Lease Agreement](#), 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; and the Trustee may lease the Project or any part thereof, in the name and for account of the Issuer, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (i) reasonable fees, costs and expenses to the Trustee, its agents and counsel, (ii) any charges, advances and expenses of the Trustee hereunder, (iii) any taxes and assessments and other charges prior to the lien of this Indenture, which the Trustee may deem it wise to pay, and (iv) 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 708** hereof. Whenever all that is due upon the Bonds shall have been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the Issuer, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the Issuer and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 704. 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 and remedies 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 705. Exercise of Remedies by the Trustee.

(a) If an Event of Default shall have occurred and be continuing, the Trustee may, and if requested to do so by the Owners of not less than **25%** in aggregate principal amount of Bonds then Outstanding and indemnified as provided in **Section 801(i)** hereof the Trustee shall, pursue and exercise any available remedy at law or in equity by suit, action, mandamus or other proceeding, including foreclosure, or exercise such one or more of the rights and remedies conferred by this Indenture as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondowners, to enforce the payment of the principal of and 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) 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 707** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 706. Limitation on Exercise of Remedies by Bondowners. No Bondowner 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 or is deemed to have notice as provided in **Section 801(h)** hereof, (b) such default shall have become an Event of Default, (c) the Owners of not less than **25%** in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered to the Trustee indemnity as provided in **Section 801(i)**, and (d) the Trustee shall thereafter fail or refuse to exercise the powers and remedies herein granted or to institute such action, suit or proceeding in its own name; it being understood and intended that no one or more Bondowners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in 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 707. Right of Bondowners to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Owners of not less than a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and (to the extent not inconsistent with this Section) of this Indenture.

Section 708. 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 reasonable costs and expenses of the proceedings resulting in the collection of such moneys and of the reasonable fees, expenses, liabilities and advances (including without limitation attorney's fees and expenses) incurred or made by the Trustee, be deposited in the Debt Service Fund. All moneys so deposited in the Debt Service 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 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; and

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 promptly applied to the payment of the principal and interest 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 persons 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 702** hereof, then, subject to the provisions of subsection (a)(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 (a)(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 the Trustee shall deem another date more suitable) upon which such application is to be made and upon such payment interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

(c) Whenever all of the Bonds and interest thereon have been paid under the provisions of this Section, and all fees, advances and expenses and charges of the Trustee and the Paying Agents and all other sums due hereunder have been paid, any balance remaining in the Debt Service Fund shall be applied as provided in **Section 403(d)** hereof.

Section 709. 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; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondowners, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 710. Waivers of Events of Default. Subject to the provisions of **Section 702** hereof, the Trustee may in its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of principal of and interest on Bonds, and shall do so upon the written request of the Owners of at least a majority in aggregate principal amount of all Bonds then Outstanding. In case of any such waiver or rescission, or in case any proceedings taken by the Trustee under this Indenture on account of any such default shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee, the Company 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, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been undertaken.

ARTICLE VIII

THE TRUSTEE

Section 801. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, 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, 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 its exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her 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. The Trustee shall be entitled to act upon the opinion or advice of counsel, who may be counsel to the Issuer or to the Trustee, 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 by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel.

(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 for the recording or re-recording, filing or refiling of this Indenture or any security agreements or financing statements in connection therewith, or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with **Article V** hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder.

(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 specified by this Indenture and believed by the Trustee 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 substitution 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 Issuer Representative or Company Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified or of which by **Section 801(h)** the Trustee 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 IV** 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 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 books, papers and records of the Issuer pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(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 with respect to the Project.

(k) The Trustee shall have the right, but shall not be required, to demand, with respect to 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, 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, the release of any property, or the taking of any other action by the Trustee.

(l) Notwithstanding any other provision of this Indenture to the contrary, before taking any action under this Indenture, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all reasonable fees, costs and expenses (including without limitation reasonable attorney's fees 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 (including liability associated with environmental contamination and the cleanup thereof), except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) The Trustee may elect not to proceed in accordance with the directions of the Owners without incurring any liability to the Owners 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 **Section 801(I)** hereof from the Owners, and the Trustee may rely upon an opinion of counsel addressed to the Issuer and the Trustee in determining whether any action directed by Owners may result in such liability.

(n) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or conveying rights and duties or affording protection to the Trustee whether in its capacities as trustee, paying agent, bond registrar or in any other capacity, shall be subject to the provisions of this Article.

(o) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (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 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 V hereof.

(p) 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.

(q) The Trustee may inform the Bondowner 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 been adequately indemnified.

Section 802. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of or reimbursement for reasonable fees for its ordinary services rendered hereunder and all

reasonable 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 for the Trustee to perform extraordinary services, the Trustee 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 and bond registrar for the Bonds. Pursuant to the provisions of **Sections 5.2** and **9.7** of the [Lease](#) Agreement, the Company has agreed to pay to the Trustee all fees, charges and expenses of the Trustee under this Indenture. As security for payment of such compensation, expenses and fees if an Event of Default has occurred and is continuing, the Trustee shall be secured under this Indenture by a first lien prior to the Bonds, and shall have the right to use and apply any trust moneys held by it hereunder. The Trustee agrees that the Issuer shall have no liability for any fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all fees, charges and expenses of the Trustee as provided in the [Lease](#) Agreement.

Section 803. Notice to Bondowners if Default Occurs. If an Event of Default occurs of which the Trustee is by **Section 801(h)** hereof required to take notice or if notice of default is given as provided in said Section, then the Trustee shall promptly, but in any event within **10** days of the date of its actual knowledge of such Event of Default, give written notice thereof to the Registered Owners of all Bonds then Outstanding.

Section 804. 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 the Bondowners, the Trustee may intervene on behalf of Bondowners and shall do so if requested in writing by the Owners of at least **25%** of the aggregate principal amount of Bonds then Outstanding.

Section 805. Successor Trustee upon Merger, Consolidation or Sale. 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 806. Resignation of the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving **30** days' written notice to the Issuer, the Company and the Bondowners whose names and addresses are on file with the Trustee, and such resignation shall take effect upon the earlier of (i) the end of such **30** days or (ii) the appointment of a successor Trustee by the Issuer or by the Owners of at least a majority in aggregate principal amount of Bonds then Outstanding in accordance with **Section 808** hereof; provided, however, that in no event shall the resignation of a Trustee or successor Trustee become effective until such time as a successor Trustee has been appointed and has accepted the appointment.

Section 807. Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the Company and signed by the Owners of not less than a majority in aggregate principal amount of Bonds then Outstanding.

Section 808. 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 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 may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondowners in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act 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, be qualified to accept such trust, and have a reported capital and surplus of not less than **\$50,000,000**.

Section 809. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of the predecessor theretofore shall cease and terminate; 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; and every predecessor Trustee shall deliver to its successor all securities and moneys held by such predecessor as Trustee hereunder. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

Section 810. Right of Trustee to Pay Taxes and Other Charges. In case any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the [Lease Agreement](#), 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; and any amount at any time so paid under this Section, with interest thereon from the date of payment at a rate per annum equal to the Trustee's published prime rate in effect at the time 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 payments, 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 811. 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 or trust companies to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the [Lease Agreement](#), and in particular in case of the enforcement of one or more of the same on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction the Trustee may not exercise any of the powers, rights or remedies herein granted to it, or to take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable for the Trustee to 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, 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 the co-trustee or separate 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 812. Annual Accounting. The Trustee shall render at least annually an accounting to the Issuer, the Company and to any Bondowner requesting the same, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period, and the balance in any Funds created by this Indenture as of the beginning and close of such accounting period.

Section 813. Recordings and Filings. The Issuer and Company shall, on an ongoing basis, execute and deliver all documents, including financing statements, affidavits, notices and similar instruments, and make or cause to be made all filings and recordings necessary or desirable in order to perfect, preserve and protect the security of the Bondowners, to the extent possible under applicable law. The Trustee shall timely file continuations of all Uniform Commercial Code financing statements that were initially filed to evidence any security interest hereunder.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 901. Supplemental Indentures.

(a) 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 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 Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the Issuer; provided, however, that nothing in this Section contained shall permit or be construed as permitting without the consent of the Owners of **100%** of the Bonds Outstanding (1) an extension of the maturity of the principal of or the interest on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, 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 consent of the Owners of which is required for the execution of any such Supplemental Indenture.

(b) If at any time the Issuer shall request the Trustee to enter into any Supplemental Indenture, 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 to be maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Bondowners. If within **60** days or such longer period as may be prescribed by the Issuer following the mailing of such notice, the Owners of not less than **51%** 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. Notwithstanding any provision of this **Section 901** to the contrary, the Trustee may, but shall not be obligated to, enter into any Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or any other Bond Documents.

Section 902. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture. 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 Company at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

Section 903. Opinion of Bond 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 shall be entitled to receive, and, subject to **Article VIII**, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the Issuer stating that the execution of such Supplemental Indenture is authorized and permitted by and in compliance with the terms of this Indenture.

ARTICLE X

AMENDMENTS TO THE LEASE AGREEMENT

Section 1001. Amendments to the Lease Agreement. Neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Lease Agreement without the giving 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 901** hereof. If at any time the Issuer and the Company shall request the consent of the Trustee to any such proposed amendment, change or modification of the Lease Agreement, the Trustee shall cause notice of such proposed amendment, change or modification to be given in the same manner as provided in **Section 901** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the same are on file at the principal office of the Trustee for inspection by all Bondowners.

Section 1002. Opinions of Bond Counsel. Anything to the contrary in **Sections 1001** or **1002** notwithstanding, before the Issuer and the Trustee consent to any Supplemental Lease Agreement, there shall have been delivered to the Issuer and the Trustee an opinion of Bond Counsel stating that such

amendment is authorized or permitted by the [Lease](#) Agreement and by this Indenture, complies with their respective terms, and will, upon the execution and delivery thereof, be valid and binding upon the Issuer (if the Issuer is a party thereto) in accordance with its terms and an opinion of counsel stating that such amendment will be valid and binding upon the Company.

ARTICLE XI

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1101. Satisfaction and Discharge of the 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 1102** hereof, and all other sums payable hereunder, including the fees and expenses of the Trustee to the date of retirement of the Bonds shall have been paid, then the right, title and interest of the Trustee under this Indenture shall thereupon cease, determine and be void, and thereupon the Trustee shall 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 requisite 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 the Trustee's possession, except funds or securities in which such moneys are 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 of the Trustee stating that the whole amount of the principal and interest so due and payable upon all of the Bonds then Outstanding as evidence of satisfaction of this Indenture, and upon receipt thereof the Issuer shall cancel and erase the inscription of this Indenture from its records.

Section 1102. 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 such Bonds, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in this Indenture, or otherwise), shall have been made or caused to be made in accordance with the terms hereof. At such time as a Bond shall be paid hereunder, as aforesaid, such Bond shall no longer be secured by or be entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities.

(b) 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 interest thereon shall be applied to and be used solely for the payment of the particular Bonds and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

Section 1103. Rights Retained After Discharge. Notwithstanding the satisfaction and discharge of this Indenture, the Trustee shall retain such rights, powers and duties under this Indenture as may be necessary and convenient for the payment of amounts due or to become due on the Bonds and the registration, transfer and exchange of Bonds as provided herein.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201. Consents and Other Instruments by Bondowners.

(a) 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, other than the assignment of the 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:

(1) The fact and date of the execution by any person of any such instrument may be proved by a 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 such officer the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee.

(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 registered in the name of the Company or any affiliate of 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. For purposes of this paragraph, the word "affiliate" means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company; and for the purposes of this definition, "control" means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. 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 that the pledgee is not the Company or any affiliate of the Company.

Section 1202. Limitation of Rights under the 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, any right, remedy or claim under or with 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 1203. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Indenture, provided that notice to the Trustee shall only be effective upon actual receipt, shall be in writing and shall be given to the relevant party by first class mail or telecopy at the address or telecopy number set forth below or at such other address or telecopy number as such party may hereafter specify for such purpose by written notice to the other parties.

(a) To the Issuer:

City of Lee's Summit, Missouri
City Hall
2220 SE Green Street
Lee's Summit, Missouri 64063
Attention: Finance Director
Facsimile: 816-969-7455

(b) To the Trustee:

UMB Bank, N.A.
1010 Grand Blvd., 4th Floor
Kansas City, Missouri 64106
Attention: Corporate Trust Department
Facsimile: 816-860-3021

(c) To the Company:

KC Summit Technology LLC
c/o Weinreb Management
276 Riverside Drive
Suite 2-G
New York, New York 10025
Attention: Jacob Weinreb
Facsimile: 212-865-6981

With a copy to:

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attention: Evan Fitts, Esq.
Facsimile: 816-753-1536

(d) To the Bondowners if the same shall be duly mailed by first-class mail, postage prepaid, addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books kept at the principal corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed duly given upon receipt by the addressee. All notices given by first-class mail shall be deemed duly given as of the date they are so mailed, whether received by the addressee or not. All notices given by telecopy shall be deemed duly given upon confirmation of receipt by the addressee. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Company to the other shall also be given to the Trustee. The Issuer, the Trustee and the Company 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 1204. Suspension of Mail Service. If, because of the suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein

provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 1205. 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 1206. 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 1207. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1208. Governing Law. This Indenture shall be governed exclusively by and be construed in accordance with the applicable laws of the State of Missouri.

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IN WITNESS WHEREOF, the Issuer has caused this Indenture to be signed in its name and behalf and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf and attested by its duly authorized officers, all as of the date first above written.

CITY OF LEE'S SUMMIT, MISSOURI,
as Issuer

[SEAL]

By: _____
Randy Rhoads, Mayor

ATTEST:

Denise Chisum, City Clerk

UMB BANK, N.A.,
as Trustee

By: _____
Name: _____
Title: _____

ATTEST:

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 LAW, AND THIS BOND MAY NOT BE TRANSFERRED EXCEPT AS PERMITTED HEREIN.

Bond No. R-1

\$58,090,988.52

UNITED STATES OF AMERICA

STATE OF MISSOURI

CITY OF LEE'S SUMMIT, MISSOURI

**TAXABLE INDUSTRIAL DEVELOPMENT REFUNDING AND
IMPROVEMENT REVENUE BONDS
(SUMMIT TECHNOLOGY CENTER PROJECT)
SERIES 2007**

**Date of Bond
August 9, 2007**

**Interest Rate
6.853%**

**Final Maturity Date
December 31, 2028**

REGISTERED OWNER: KC SUMMIT TECHNOLOGY LLC

**PRINCIPAL AMOUNT: FIFTY-EIGHT MILLION NINETY THOUSAND NINE
HUNDRED EIGHTY-EIGHT DOLLARS AND FIFTY-TWO
CENTS**

CITY OF LEE'S SUMMIT, MISSOURI, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "**Issuer**"), for value received, promises to pay, but solely from the source herein specified, to the Registered Owner shown above, or registered assigns as shown on the bond register maintained by **UMB BANK, N.A.** (the "**Trustee**"), the outstanding principal balance on this Bond (up to the Principal Amount shown above), in principal installments as herein specified, with a Final Maturity Date as shown above, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, and to pay interest on the outstanding principal balance on this Bond in installments as herein specified, until said principal balance is paid in full.

Authorization of Bonds. This Bond is one of a duly authorized issue of Bonds of the Issuer designated "**Taxable Industrial Development Refunding and Improvement Revenue Bonds (Summit Technology Center Project), Series 2007,**" in the maximum aggregate principal amount of **\$58,090,988.52**, and collectively referred to herein as the "**Bonds**"), issued under an Amended and Restated Trust Indenture, dated as of ~~April~~May 1, 2016 (said Amended and Restated 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 the Trustee, for the purpose of providing funds to

refinance and finance the costs of acquisition, construction and improvement of an industrial development project, including land, buildings and fixtures (the “**Project**”), to be leased to KC Summit Technology LLC, a Delaware limited liability company (the “**Company**”), under the terms of ~~an Amended and Restated~~ Lease Agreement dated as of ~~April~~August 1, ~~2016~~2007, between the Issuer and the Company (said Lease Agreement, as supplemented by a First Supplemental Lease Agreement dated as of December 1, 2015 and a Second Supplemental Lease Agreement dated as of May 1, 2016, and as further amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “**Lease Agreement**”), all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and statutes of the State of Missouri, including particularly Article VI, Section 27 of the Missouri Constitution and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended, and the City of Lee’s Summit Charter, as amended, and pursuant to proceedings duly had by the governing body of the Issuer. The Bonds are equally and ratably secured and entitled to the protection given by the Indenture. Reference is hereby made to the Indenture for a description of the provisions 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.

Capitalized words and terms used in this Bond and not otherwise defined herein shall have the meanings ascribed to such terms in the Indenture.

Principal and Interest Payments. This Bond shall be payable in principal installments as set forth below, and shall bear interest from the date hereof computed as set forth below, payable in installments as set forth below.

Scheduled Principal Payments. There are no scheduled principal payments on this Bond. The outstanding principal balance on this Bond, together with accrued and unpaid interest thereon, shall become due and payable in full on the Final Maturity Date.

Principal Prepayments. This Bond is subject to prepayment and redemption prior to maturity at the option of the Company, in whole or in part at any time and from time to time, at a redemption price of **100%** of the principal amount being prepaid and redeemed without prepayment penalty, plus accrued interest thereon to the date fixed for prepayment and redemption..

Interest Payments. Interest on the Outstanding Principal Balance (as defined herein) of this Bond will be paid to the Registered Owner for each day for the period from and including the date of this Bond but excluding the date this Bond shall be paid in full. Interest on the Bonds shall be computed on the outstanding unpaid principal balance from time to time on the basis of a year of **360** days and actual days elapsed (including the first day but excluding the last day) in the period for which interest is payable.

Payment Dates. Accrued interest on this Bond shall be payable **(i)** on the first day of each month, commencing September 1, 2007, **(ii)** upon prepayment (in whole or in part) of this Bond (but only on the principal amount so prepaid), and **(iii)** on the Final Maturity Date, except that interest payable at the Default Rate will be payable from time to time on demand.

Method of Payments. The principal and interest installments due and payable on this Bond on each Payment Date shall be paid to the Registered Owner in lawful money of the United States by check or draft mailed by the Trustee to the person in whose name this Bond is registered at the close of business on the Payment Date for such payment or, if requested by the Registered Owner, by wire transfer in immediately available funds on such Payment Date; provided, however, that principal and interest installments on the Bonds may be paid directly by the Company to the Registered Owner of this Bond, with written confirmation of such payment by the Registered Owner to the Trustee. In such case all

payments of principal and interest on this Bond shall be made in lawful money of the United States, in immediately available funds, without deduction, set-off or counterclaim, to Registered Owner in accordance with wire transfer instructions that Registered Owner will provide to Company, as such may be amended from time to time, not later than **11:00 a.m.** on the date on which such payment shall become due (each such payment made after such time on such due date to be deemed to have been made on the next succeeding Business Day). If the due date of any payment would otherwise fall on a day which is not a Business Day such date shall be extended to the next succeeding Business Day and interest shall be payable for any principal so extended for the period of such extension. The final principal installment on this Bond shall be payable at the Final Maturity Date or upon earlier redemption in whole to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon the presentation and surrender of this Bond at the principal corporate trust office of the Trustee.

Principal Table. The full principal amount of this Bond has been advanced as of the date of this Bond. Prepayments of principal of this Bond may be made to the Registered Owner with written certification of such payment by the Registered Owner to the Trustee and without surrender of this Bond to the Trustee. The Registered Owner of this Bond may record the principal prepayments and outstanding principal balances on this Bond in the Principal Table attached to this Bond; provided, however, the records maintained by the Trustee shall be the official record of such amounts for all purposes, including any transfer of this Bond. Accordingly, any purchaser or other transferee of this Bond should verify with the Trustee the principal of this Bond outstanding prior to such purchase or transfer, and the records of the Trustee shall be conclusive for such purposes. On each date upon which a portion of the Outstanding Principal Balance is paid to the Registered Owner hereof, upon receipt of written certification from the Registered Owner, the Trustee shall enter on its records the principal amount paid on the Bond as “Principal Paid Pursuant To Prepayment Provisions,” and shall enter the then outstanding principal amount of this Bond as “Outstanding Principal Balance” on its records. In the event that payments of principal and/or interest are made directly by the Company to the Registered Owner, the Trustee may conclusively rely upon a certification from the Registered Owner as of the dates and amounts of such payments. On each date upon which a portion of the Outstanding Principal Balance is paid to the Registered Owner hereof pursuant to the prepayment and redemption provisions of the Indenture, the Registered Owner may enter the principal amount paid on this Bond under the column headed “Principal Paid Pursuant To Prepayment Provisions” on the Principal Table and may enter the then outstanding principal amount of this Bond under the column headed “Outstanding Principal Balance”.

Transferability. This Bond shall be registered in the name of the Registered Owner in the bond register maintained by the Trustee and by notation in the space provided on this Bond by the Trustee. This Bond is transferable, only upon satisfaction of the conditions herein set forth, only upon the bond register maintained by the Trustee by the Registered Owner, in person or by his 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 his duly authorized attorney, and thereupon this Bond shall be registered in the name of the transferee in the bond register maintained by the Trustee and by notation in the space provided hereon by the Trustee, upon payment of reasonable service charges. This Bond may not be transferred unless there shall be delivered to the Issuer and the Trustee **(a)** a written certificate, signed by the transferee, stating that **(1)** the transferee is a “qualified institutional buyer” as defined in Rule 144A of the United States Securities and Exchange Commission or is a financial institution or other legal entity that is an “accredited investor” as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission, and **(b)** an opinion of counsel acceptable to the Issuer and the Trustee that such transfer is exempt from the registration requirements of the Securities Act of 1933, as amended, and any applicable state securities law. The Issuer and the Trustee may deem and treat the person to whom this Bond has been transferred, whose name this Bond has been registered in the bond register maintained by the Trustee, as the absolute owner hereof for the purpose of receiving payment of or on account of, the principal and interest due hereon and for all other purposes. Notwithstanding

anything contained herein to the contrary, the Registered Owner shall have the right, from time to time, to assign the Bonds as collateral security for any loan made to the Registered Owner or any of its affiliates; and any such assignment shall not require the prior consent of the Trustee or the Issuer, nor shall any opinion of counsel be required in connection therewith. No merger of estates shall occur as a result of the holder of the Bonds being the Company, its affiliates or their successors or assigns or any successor or assign of or under the [Lease](#) Agreement.

Limited Obligation of the Issuer. The Bonds and the interest thereon are limited obligations of the Issuer payable solely out of the Trust Estate under the Indenture, including without limitation Lease Payments and other payments, revenues and receipts derived by the Issuer under the [Lease](#) Agreement (excluding the Issuer's rights to indemnification, payment of attorney's fees and payment of payments in lieu of taxes), and are secured by a pledge and assignment of such payments, revenues and receipts, as provided in the Indenture. The Bonds and the interest thereon do not constitute an indebtedness of the City of Lee's Summit, Missouri, or of the State of Missouri, within the meaning of any constitutional or statutory debt limitation or restriction and neither said City nor said State shall be obligated, directly, indirectly or contingently, to levy any form of taxation therefor or to make any appropriation for their payment.

Limitation of Owner's Rights. The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute any action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture (as defined therein), or to institute, appear in or defend any suit or other proceeding 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. The Indenture may be modified, amended or supplemented only to the extent and under the circumstances permitted by, and subject to the terms and conditions of, the Indenture.

Acceleration Upon Default. Upon the occurrence of any Event of Default under the Indenture, the Bond Owner may declare the unpaid principal of and interest on this Bond to be forthwith due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent occurrence of such an Event of Default.

Authentication. This Bond shall not be valid or become obligatory for any purpose 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 law.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, City of Lee's Summit, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and 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 Dated Date shown above.

CERTIFICATE OF AUTHENTICATION

CITY OF LEE'S SUMMIT, MISSOURI

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

By: _____
Title: Mayor

Registration Date: _____

UMB BANK, N.A.,
Trustee

(Seal)

ATTEST:

By: _____
Authorized Signature

By: _____
Title: City Clerk



(FORM OF ASSIGNMENT)

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

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

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney

to transfer the within Bond on the books kept by the Trustee for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____

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

Signature Guaranteed By:

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

By: _____
Title: _____

REGISTRATION OF OWNERSHIP

It is hereby certified that the undersigned has this day registered the within Bond in the name of the owner, as indicated in the registration blank below, on the books kept by the Trustee for such purpose. The principal of this Bond shall be payable only to the registered owner hereof named in the registration blank below, or his legal representative, and this Bond shall be transferable only on the books of the Issuer kept in the office of the Trustee, and by an appropriate notation in such registration blank below.

Date of Registration	Name and Address of Registered Owner	Authorized Trustee Signature
_____	_____ _____ _____	_____
_____	_____ _____ _____	_____
_____	_____ _____ _____	_____
_____	_____ _____ _____	_____
_____	_____ _____ _____	_____
_____	_____ _____ _____	_____

PRINCIPAL TABLE

<u>Date</u>	<u>Principal Paid Pursuant To Prepayment Provisions</u>	<u>Outstanding Principal Balance</u>	<u>Notation Made By</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

