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**SECOND SUPPLEMENTAL CITY GROUND LEASE**

**between**

**CITY OF SEDALIA, MISSOURI,  
as Lessor/Grantor**

**and**

**UMB BANK, N.A.,  
as Trustee/Lessee/Grantee**

**Dated as of February 1, 2017**

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Grantor Address: 2nd & Osage, Sedalia, MO 65302

Grantee Address: 1010 Grand Blvd, 4th Floor, Kansas City, Missouri 64106 Attn: Corporate Trust Department  
Legal Description on Page A-1.

## SECOND SUPPLEMENTAL CITY GROUND LEASE

**THIS SECOND SUPPLEMENTAL CITY GROUND LEASE** (the “Second Supplemental City Ground Lease”) dated as of February 1, 2017, by and between the **CITY OF SEDALIA, MISSOURI** (the “City”), as lessor, and **UMB BANK, N.A.**, a national banking association (together with its successors, the “Trustee”), as trustee and lessee:

### WITNESSETH:

**WHEREAS**, the City is a third class city and political subdivision duly organized and existing under the laws of the State of Missouri with full lawful power and authority to enter into this Second Supplemental City Ground Lease; and

**WHEREAS**, the Trustee is a national banking association with full lawful power and authority to enter into this Second Supplemental City Ground Lease; and

**WHEREAS**, pursuant to a cooperation agreement dated as of December 1, 2001 (the “Cooperation Agreement”) between the City and Pettis County, Missouri (the “County”) the City and County have agreed to cooperate in the construction of certain improvements; and

**WHEREAS**, the County owns fee simple title in the real estate described on **Exhibit A** attached hereto, together with any improvements located or to be located thereon (the “County Project Site”) and has leased said real estate and all improvements thereon to the City pursuant to a ground lease dated as of December 1, 2001 (the “County Ground Lease”); and

**WHEREAS**, the City has previously conveyed to the Trustee all of its present or hereafter acquired interest in the County Project Site, together with certain other real estate described in **Exhibit B** attached hereto in which the City owns fee simple title (the “City Property,” together with the County Project Site, being the “Leased Property”) to the Trustee pursuant to the City Ground Lease dated as of December 1, 2001 (the “Original City Ground Lease” together with the First Supplemental City Ground Lease dated as of April 1, 2007 and this Second Supplemental City Ground Lease, the “City Ground Lease”) in order to fund improvements thereon (the “Project”) and refinance the Project; and

**WHEREAS**, pursuant to a Declaration and Indenture of Trust, dated as of December 1, 2001 (the “Original Indenture,” collectively with the First Supplemental Declaration and Indenture of Trust dated as of April 1, 2007, and the Second Supplemental Declaration and Indenture of Trust dated as of February 1, 2017, the “Indenture”) the Trustee delivered the Certificates of Participation (City of Sedalia, Missouri) Series 2001 (the “Series 2001 Certificates”), to provide funds to finance the costs related to the Project; and

**WHEREAS**, the Trustee previously issued City of Sedalia, Missouri Refunding Certificates of Participation Series 2007 (the “Series 2007 Certificates”) to provide funds, together with other available funds of the City, to (a) current refund the Series 2001 Certificates, (b) fund a debt service reserve fund, and (c) pay certain costs related to the delivery of the Series 2007 Certificates, in consideration of the City Base Rentals paid by the City pursuant to the City Lease Agreement (as defined in the Indenture).

**WHEREAS**, at the direction of the City, the Trustee will issue the City of Sedalia, Missouri, Refunding Certificates of Participation, Series 2017 (the “Series 2017 Certificates”) to provide funds, together with other available funds of the City, to (a) current refund the Series 2007 Certificates and (b)

pay certain costs related to the delivery of the Series 2017 Certificates and the prepayment of the Series 2007 Certificates, in consideration of the City Base Rentals paid by the City pursuant to the City Lease Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein set forth, the City and the Trustee do hereby covenant and agree as follows:

**Section 1. Representations by the City.** The City represents, warrants and covenants as follows:

(a) The lease of the Leased Property to the Trustee and the lease of the Leased Property by the Trustee to the City, as provided in the City Lease Agreement, is necessary, desirable and in the public interest and the City hereby declares its current need for the Leased Property;

(b) The City has the power and authority to enter into the transactions contemplated by the City Ground Lease and the City Lease Agreement and to carry out its obligations hereunder and thereunder, and has been duly authorized to execute and deliver this Second Supplemental City Ground Lease and the City Lease Agreement and by proper action has duly authorized the execution and delivery of this Second Supplemental City Ground Lease and the City Lease Agreement;

(c) Neither the execution and delivery of this Second Supplemental City Ground Lease nor the City Lease Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City or the Leased Property is bound;

(d) The City has good and marketable fee title to that portion of the Leased Property comprising the City Property, and a valid leasehold interest in that portion of the Leased Property comprising the County Project Site, both free and clear of any liens or encumbrances, except Permitted Encumbrances, and such real estate is exempt from property and any other taxes levied by the State of Missouri or any other political subdivision;

(e) All taxes, assessments or impositions of any kind with respect to the Leased Property, except current taxes, if any, have been paid in full;

(f) The City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interests in any property now or hereafter included in the Leased Property shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Second Supplemental City Ground Lease and the City Lease Agreement; and

(g) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal relating to the Leased Property or challenging the validity of the proceedings of the City authorizing this Second Supplemental City Ground Lease and the City Lease Agreement or the power or authority of the City to enter into the City Lease Agreement or this Second Supplemental City Ground Lease or the validity or enforceability of the City Lease Agreement or this Second Supplemental City Ground Lease or which, if adversely determined, would adversely affect the transactions contemplated by the City Lease Agreement or this Second Supplemental City Ground Lease or the interest of the City under the City Lease Agreement or this Second Supplemental City Ground Lease.

(h) The lease of the Leased Property by the City, as provided in this Second Supplemental City Ground Lease, will enhance and expand public facilities devoted to public safety services servicing the City and the County and as a result thereof will serve all of the aforesaid purposes and is therefore desirable and in the public interest.

(i) The Leased Property complies in all material respects with all presently applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

**Section 2. Rental.** As and for rental hereunder and in consideration for the leasing of the Leased Property to the Trustee, the Trustee shall take the following actions:

(a) simultaneously with the delivery of this Second Supplemental City Ground Lease, enter into the Second Supplemental City Lease Agreement;

(b) simultaneously with the delivery of this Second Supplemental City Ground Lease, deposit the proceeds of the Series 2017 Certificates as provided in the Indenture.

**Section 3. Applicability of the Original City Ground Lease.** Except as otherwise provided in this Second Supplemental City Ground Lease, the provisions of the City Ground Lease are hereby ratified, approved and confirmed and incorporated herein. This Second Supplemental City Ground Lease shall be construed as having been authorized, executed and delivered under the provisions of Article VI of the Original Indenture.

**Section 4. Severability.** In the event any provision of this Second Supplemental City Ground Lease shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

**Section 5. Execution in Counterparts.** This Second Supplemental City Ground Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

**Section 6. Applicable Law.** This Second Supplemental City Ground Lease shall be governed by and construed in accordance with the laws of the State of Missouri.

**Section 7. Electronic Transactions.** The transaction described herein may be conducted and related documents may be received, delivered 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.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**IN WITNESS WHEREOF**, the Trustee and the City have caused this City Ground Lease to be signed by their respective officers hereunto duly authorized, all as of the day and year first above written.

**CITY OF SEDALIA, MISSOURI**

By: \_\_\_\_\_  
Name: Stephen Galliher  
Title: Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Name: Arlene Silvey  
Title: City Clerk

**ACKNOWLEDGMENT**

STATE OF MISSOURI        )  
  ) **SS.**  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of January, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **STEPHEN GALLIHER** and **ARLENE SILVEY**, who acknowledged themselves to be the Mayor and City Clerk, respectively, of the **CITY OF SEDALIA, MISSOURI**, and that as such officers being authorized so to do executed the foregoing instrument for the purposes therein contained by signing their names as such officers.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public - State of Missouri  
Commissioned in \_\_\_\_\_ County

My Commission Expires:

\_\_\_\_\_



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE COUNTY PROJECT SITE**

The following described real estate situated in the County of Pettis, State of Missouri:

**TRACT 1:**

ALL OF BLOCK ELEVEN (11) OF SARAH E. SMITH AND MARTHA E. MARTIN'S FIRST ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI.

**TRACT 2:**

ALL OF LOTS NUMBER (1) AND TWO (2), EXCEPTING THE WEST EIGHTY (80) FEET OF THE NORTH THIRTY (30) FEET THEREOF, IN BLOCK NUMBER TEN (10) OF SARAH E. SMITH AND MARTHA E. MARTIN'S FIRST ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI. SUBJECT, HOWEVER, TO AN EASEMENT FOR ALLEY PURPOSES OVER THE EAST NINE (9) FEET AND TEN (10) INCHES OF THE NORTH THIRTY (30) FEET OF SAID LOTS (1) AND TWO (2).

**TRACT 3:**

LOT THREE (3) AND THE WEST 14.56 FEET OF LOT FOUR (4) IN BLOCK TEN (10) OF SARAH E. SMITH AND MARTHA E. MARTIN'S FIRST ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI.

**EXHIBIT B**

**LEGAL DESCRIPTION OF THE CITY PROPERTY**

The following described real estate situated in the County of Pettis, State of Missouri:

**TRACT 4:**

LOT FOUR (4), EXCEPT THE WEST 14.56 FEET THEREOF, AND LOTS FIVE (5) AND SIX (6) IN BLOCK NUMBER TEN (10) OF SARAH E. SMITH AND MARTHA E. MARTIN'S FIRST ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI.