AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, November 2, 2026, 7:00 p.m.

If you wish to provide written public comment regarding any items below by email (please limit comment to 500 words), please provide them by noon on November 2, 2026 to cityclerk@gardnerkansas.gov.

*Watch this meeting live on the City's YouTube channel at https://www.youtube.com/user/CityofGardnerKS *

CALL TO ORDER
PLEDGE OF ALLEGIANCE
PRESENTATIONS

1. Proclaim November 2, 2026 as Gardner Gold Special Olympics Day in the City of Gardner

PUBLIC HEARING
PUBLIC COMMENTS

Members of the public are welcome to use this time to make comments about City matters or items on the agenda that are not part of a public hearing

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on October 19, 2026
2. Standing approval of City expenditures prepared October 15, 2026, in the amount of $6,004,437.05 and October 21, 2026 in the amount of $816,617.01

PLANNING & ZONING CONSENT AGENDA

1. Consider accepting the dedication of right-of-way and easements on the revised final plat for Four Corners Village 1st Plat

COMMITTEE RECOMMENDATIONS
OLD BUSINESS
NEW BUSINESS

1. Consider passing an ordinance authorizing the City to issue its industrial revenue bonds (taxable under federal law), for the purpose of acquiring, constructing, equipping, and furnishing an industrial facility, and authorizing the execution of certain documents in connection with the issuance of the bonds (Panattoni Lot 1 – Building 1 Project)
2. Consider adopting an ordinance authorizing the issuance and delivery of $[10,225,000] principal amount of General Obligation Bonds, Series 2026D (Taxable Under Federal law), of the City of Gardner, Kansas
3. Consider adopting a resolution prescribing the form and details of and authorizing the delivery of $[10,225,000] principal amount of General Obligation Bonds, Series 2026D (Taxable Under Federal law), of the City of Gardner, Kansas, previously authorized by an ordinance of the City
4. Consider adopting an ordinance authorizing the issuance and delivery of $[46,285,000] principal amount of General Obligation Bonds, Series 2026E, of the City of Gardner, Kansas
5. Consider adopting a resolution prescribing the form and details of and authorizing the delivery of $[46,285,000] principal amount of General Obligation Bonds, Series 2026E of the City of Gardner, Kansas, previously authorized by an ordinance of the City

COUNCIL UPDATES – Oral presentation unless otherwise noted
EXECUTIVE SESSION
ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Gardner will provide reasonable accommodations for all public meetings. Persons requiring accommodations in attending any of our public meetings should contact the City Clerk's Office at 913-856-0945 a minimum of 48 hours prior to the meeting.

PROCLAMATION

***WHEREAS*,** Gardner Gold Special Olympics was founded in 2003, making this year the 22nd anniversary of the program in the Gardner community; and

***WHEREAS*,** Gardner Gold Special Olympics program was established with the intent to give athletes with special needs the opportunity and excitement of participating in team sports; and

***WHEREAS*,** Gardner Gold Special Olympics began with 4 athletes in 2003 and has grown to almost 80 athletes due in large part to the hard work, cooperation, diligence and vision of Gardner Parks and Recreation, our founding members and volunteers; and

***WHEREAS*,** their commitment provides residents of Gardner with developmental disabilities a place to experience the joy and confidence associated with taking part in sports activities many may take for granted; and

***WHEREAS*,** the volunteers of Gardner Gold have helped our athletes develop a strong bond with the community of Gardner and with special populations across the Kansas City metropolitan area; and

***WHEREAS*,** Gardner Gold has been proud to be able to provide these opportunities at no cost to the families because of the community support and involvement experienced in the Gardner community.

NOW, THEREFORE BE IT RESOLVED, that I, Todd Winters, Mayor of the City of Gardner, Kansas, do hereby proclaim November 2, 2026 as

Gardner Gold Special Olympics Day

in the City of Gardner, Kansas and urge all residents to offer continuing support to the Special Olympics programs in our community.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 2nd day of November 2026.

CITY OF GARDNER, KANSAS

_____

Todd Winters, Mayor

(SEAL)

Attest:

_____

Renee Rich, City Clerk

The City Council of the City of Gardner, Kansas met in regular session on October 19, 2026, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Mayor Todd Winters presiding. Present were Councilmembers Mark Baldwin, Kacy Deaton, Mark Wiehn, Steve McNeer, and Kelly Johnson. City staff present were Deputy City Administrator Amy Nasta; Finance Director Matt Wolff; Police Chief Kelly Herron; Parks Director Jason Bruce; Community Development Director David Knopick; Public Works Director Kellen Headlee; Utility Director David Hunter; City Attorney Ryan Denk; Clerk Renee Rich. Others present included those listed on the sign-in sheet and others who did not sign in.

There being a quorum of Councilmembers present, Mayor Winters called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Winters led those present in the Pledge of Allegiance.

PRESENTATIONS

1. **Proclaim October 21, 2026 as Support Your Local Chamber of Commerce Day in the City of Gardner**
2. **Proclaim October 24, 2026 as World Polio Day in the City of Gardner**

PUBLIC HEARING

1. **Hold a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Application for the sale of alcoholic liquor during the Johnson County Fair Bulls, Barrels & Beer event on October 30, 2026 from 5:00 pm to 11:30 pm event at the Johnson County Fairground, 136 E Washington St.**

Councilmember Deaton made a motion to open the public hearing for the purpose of receiving comments to a to a request for a Waiver of the Distance Limitation to allow for the sale of alcoholic liquor within 200 feet of a school, church or library during the Johnson County Fair Bulls, Barrels and Beer event on October 30, 2026 at the Johnson County Fairgrounds, 136 E. Washington St.

Councilmember McNeer Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

No members of the public came forward.

Councilmember McNeer made a motion to close the public hearing.

Councilmember Johnson Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

PUBLIC COMMENT

No members of the public came forward.

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on October 5, 2026**
2. **Standing approval of City expenditures prepared September 30, 2026 in the amount of $9,641,148.99; October 1, 2026 in the amount of $472,741.36; October 8, 2026, in the amount of $1,048,163.82; and October 9, 2026 in the amount of $18,400.00**
3. **Consider authorizing the City Administrator to sign a contract with Cornerstone Construction Solutions for the Hillsdale Water Treatment Plant Roof Replacement**
4. **Consider authorizing the City Administrator to execute a contract for complete SCADA and automation at Substation 4 with SEL Engineering Services, Inc.**
5. **Consider approving a renewal agreement with Remodel Health for third-party administration of the City's ICHRA accounts**
6. **Consider approving the Separation Agreement between the City of Gardner and James Pruetting**

DRAFT

7. Consider appointing Amy Nasta as Interim City Administrator

Councilmember McNeer made a motion to approve the Consent Agenda.

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

PLANNING & ZONING CONSENT AGENDA
COMMITTEE RECOMMENDATIONS

1. Consider adopting an ordinance approving a conditional use permit for a short-term rental at 633 E Colleen Drive

Deputy Community Development Director Brewster said this came to city staff based on a complaint from a neighbor. There was concern about parking on the street by contractor's vehicles. The property is in the Parma subdivision and to staff's knowledge, there is not a homeowner's association in that neighborhood. Several people spoke at the Planning Commission meeting including the former owner of the house and a neighbor. The applicant also made a presentation.

A recommendation was made to add a condition to ensure owners with multiple short-term rentals maintain compliance on each property. Street parking concerns have been addressed since part of the application process includes notifying neighbors. On street parking is allowed on public streets by code and restrictions on parking cannot be changed administratively; it would require an ordinance amendment.

Consensus to come back with ideas of additional mechanisms to govern compliance with the code.

Councilmember Deaton made a motion to adopt Ordinance No. 2897 approving a conditional use permit 26-305-04 allowing a short-term rental at 633 E Colleen Drive.

Councilmember Baldwin Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned number 2897.

Deaton: Yes
Wiehn: Yes
Johnson: Yes
McNeer: Yes
Baldwin: Yes

2. Consider adopting an ordinance re-approving the rezoning of certain land within the City of Gardner to RP-3 (Planned Garden Apartment), RP-5 (Planned Apartment), and CP-3 (Planned Heavy Commercial) Districts and re-approving the associated preliminary development plan for the Clare Crossing development

Deputy Community Development Director Brewster said this rezoning is being brought back due to finding that the original ordinance rezoning this property had a single legal description. This was zoned with three different zoning districts which would require a legal description for each area. This ordinance repeals the previous ordinance and includes three legal descriptions.

Councilmember Baldwin made a motion to adopt Ordinance No. 2898, an ordinance re-approving the rezoning and associated preliminary development plan for the Clare Crossing development.

Councilmember McNeer Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned number 2898.

Wiehn: Yes
Johnson: Yes
McNeer: Yes

DRAFT

Baldwin: Yes
Deaton: Yes
Winters: Yes

OLD BUSINESS
NEW BUSINESS

1. **Consider a request for a Waiver of the Distance Limitation to allow for the sale of alcoholic liquor within 200 feet of a school, church, or library during the Johnson County Bulls, Barrels & Beer event at the Johnson County Fairground**

City Clerk Rich said this is for a waiver of the distance for the event at the fairground from 5 pm to 11:30 pm on October 30, 2026.

Councilmember Deaton made a motion to approve a request for a waiver of the distance limitation to allow for the sale of alcoholic liquor within 200 feet of a school, church or library during the Johnson County Fair Bulls, Barrels & Beer event on October 30, 2026 from 5:00 pm to 11:30 pm at the Johnson County Fairground, 136 E. Washington.

Councilmember Johnson Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

2. **Consider approving the City's contribution strategy for employee benefit programs**

Interim City Administrator Nasta said this is a housekeeping item for approval of the city's contributions to employee benefit programs for 2027 by adjusting the age bands utilized to determine maximum monetary contribution levels from two years to five years, switching dental insurance providers. and adjusting to four tier rate structures which falls within the amount included in the 2027 approved budget.

Councilmember McNeer made a motion to approve adjustments to the City's contributions to employee benefit programs for the 2027 plan year.

Councilmember Wiehn Seconded.

With a majority of the Councilmembers voting in favor of the motion, the motion carried.

COUNCIL UPDATES

Councilmember Johnson congratulates Jim Pruetting on his retirement and looking forward to what's left of the transition period and working with him. Congratulations to Amy on being appointed as Interim City Administrator. Had a meeting with agencies around Johnson County about homelessness and housing instability. Will be putting together a resource list or link so everyone will know who to call.

Councilmember McNeer congratulates the high school football players who are six and one with five wins in a row. One game left before going into district games. Hearing from citizens about safety surrounding kids and scooters, e-bikes and electric scooters. We need to look at codifying some requirements. Chief said we follow the state requirements. Other peer cities have defined it further and codified it. PD said there is a concern, but not a lot of complaints being received. Two accidents known of scooter versus car. Discussion of working with the school district to offer bike and scooter safety. PD Officers will stop kids operating in an unsafe manner and have a conversation with the parents. Would like PD to look at options for training with SRO's in schools. The design for the traffic lighting at 167th & Kill Creek is under contract. The estimated time frame for a construction contract is February or March and completion in June.

Councilmember Wiehn thanks Jim for his service both as Chief and City Administrator. Welcomes Amy. Thanks Kellen's team for making White Drive a nice smooth road. Halloween is coming so please be watchful for all those kids out trick-or-treating.

Council Vice-President Deaton echoes thanks to Jim for all the years of service. Congratulations to Amy. Echo what Councilmember Wiehn said about Halloween and all the things happening in the dark. Veterans Day program is pushed back to November 12th to coordinate with the school, the information is coming out about the event.

Council President Baldwin also attended Kelly's meeting regarding homelessness and there was a lot of good conversation. Hopeful that the new list of resources will be more up to date and a consolidated resource.

DRAFT

Mayor Winters thanks everyone involved in getting the developments and projects online. Thanks Jim for everything he did for the city. Welcome to Amy in the new role.

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Deaton and seconded by Councilmember McNeer the council meeting adjourned at 7:52 pm.

RECORD OF PROCEEDINGS OF THE LAND BANK BOARD OF TRUSTEES, CITY OF GARDNER, KANSAS

October 19, 2026

The Land Bank Board of Trustees of the City of Gardner, Kansas met in regular session on October 19, 2026, at 7:52 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Chair Todd Winters presiding. Present were Board Members Mark Baldwin, Kacy Deaton, Mark Wiehn, Steve McNeer and Kelly Johnson. City staff present were Interim City Administrator Amy Nasta and Board Treasurer Matt Wolff. Others present included those listed on the sign-in sheet and others who did not sign in.

There being a quorum of Board Members present, Chair Winters called the meeting to order at 7:52 p.m.

EXECUTIVE SESSION

1. Consider entering into executive session for the purposes of discussing a potential property acquisition.

Councilmember Deaton made a motion to move the Land Bank adjourn into executive session for the purposes of discussing a potential property acquisition pursuant to K.S.A. 75-4319(b)(6) which allows the Land Bank to adjourn into executive session for preliminary discussions of the acquisition of real property starting at 7:52 and reconvening into open session at 8:07.

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

Councilmember Deaton made a motion to resume regular session at 8:07 pm.

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

ADJOURNMENT

There being no further business to come before the Land Bank Board of Trustees, on a motion duly made by Board Member Deaton and seconded by Board Member Johnson the meeting adjourned at 8:08 p.m.

With all of the Councilmembers voting in favor of the motion, the motion carried.

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City Clerk

DRAFT

VEND NO / INVOICE NO	SEQ#	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002764	00	APPLIED CONCEPTS							
S336914		005093		00	10/15/2026	001-2120-421.52-17	STALKER PATROL RADAR	EFT:	3,964.00
							VENDOR TOTAL *	.00	3,964.00
0099999	00	AUGUSTINE, DYLAN &							
000077419		UT		00	10/14/2026	501-0000-229.00-00	FINAL BILL REFUND	6.94	
							VENDOR TOTAL *	6.94	
0002847	00	BLACK HILLS ENERGY							
4372878377		005045		00	10/15/2026	501-4120-441.31-15	GAS PIPELINE O&M SERVICE	EFT:	2,668.84
							VENDOR TOTAL *	.00	2,668.84
0004675	00	BORDER STATES INDUSTRIES INC							
933176738		005046		00	10/15/2026	501-4130-441.52-31	TRANSFORMER OVERHEAD	EFT:	2,605.25
933192491		005047		00	10/15/2026	501-4130-441.52-31	20 PROBE KITS	EFT:	596.65
933192499		005048		00	10/15/2026	501-4130-441.52-31	#4 STRANDED BARE COPPER	EFT:	1,036.74
933192509		005049		00	10/15/2026	501-4130-441.52-31	10KVA OVERHEAD TRANSFORM	EFT:	3,645.52
933192515		005050		00	10/15/2026	501-4130-441.52-31	3 COLD SHRINK CABLE	EFT:	93.11
933207793		005051		00	10/15/2026	501-4130-441.53-02	GLOVE DUST	EFT:	52.55
933192525		PI0517	009264	00	09/22/2026	501-4130-441.52-31	1/0 PRIMARY ELBOWS	EFT:	10,126.44
							VENDOR TOTAL *	.00	18,156.26
0005655	00	BRENNTAG SOUTHWEST, LLC							
BSW725815		005055		00	10/15/2026	521-4220-442.52-13	SODIUM HYDROXIDE	EFT:	1,803.82
BSW732258		005055		00	10/15/2026	521-4220-442.52-13	SODIUM HYDROXIDE	EFT:	2,673.22
BSW733542		005055		00	10/15/2026	521-4220-442.52-13	HYDROFLUOROSILICIC ACID	EFT:	4,602.62
							VENDOR TOTAL *	.00	9,079.66
0099999	00	BURKE, SAMANTHA							
000080161		UT		00	10/14/2026	501-0000-229.00-00	FINAL BILL REFUND	44.01	
							VENDOR TOTAL *	44.01	
0005609	00	CINTAS CORPORATION 2							
4284749619		005052		00	10/15/2026	603-3150-431.42-01	CITY HALL RUG RENTAL	EFT:	33.07
8408678059		005063		00	10/15/2026	603-3150-431.42-01	RUG RENTAL	EFT:	13.08
8408678059		005063		00	10/15/2026	603-3150-431.42-01	RUG RENTAL	EFT:	13.09
8408678059		005063		00	10/15/2026	603-3150-431.42-01	RUG RENTAL	EFT:	33.00
8408678059		005063		00	10/15/2026	603-3150-431.42-01	RUG RENTAL	EFT:	40.28
8408678059		005063		00	10/15/2026	603-3150-431.42-01	RUG RENTAL	EFT:	40.14
8408678059		005063		00	10/15/2026	603-3150-431.42-01	RUG RENTAL	EFT:	12.50
8408678059		005063		00	10/15/2026	603-3150-431.42-01	RUG RENTAL	EFT:	24.38
4285546668		005098		00	10/15/2026	603-3150-431.42-01	CITY HALL RUG RENTAL	EFT:	33.07
							VENDOR TOTAL *	.00	242.61
0000429	00	CINTAS FIRE PROTECTION							
9392718058		005055		00	10/15/2026	521-4220-442.31-15	MONTHLY AED MAINTENANCE	EFT:	150.00
8408650945		005055		00	10/15/2026	521-4230-442.31-15	FIRST AID CABINET	EFT:	223.13
8408650945		005055		00	10/15/2026	531-4330-443.31-15	FIRST AID CABINET	EFT:	223.14
							VENDOR TOTAL *	.00	596.27
0001842	00	CITY OF OLATHE							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001842	00	CITY OF OLATHE							
CINV-2577		005055		00	10/15/2026	531-4320-443.31-15	LAB FEES	EFT:	810.00
							VENDOR TOTAL *	.00	810.00
0005598	00	CITY WIDE MAINTENANCE CO ENT LLC							
42001055787		005064		00	10/15/2026	521-4230-442.31-15	CLEANING OF LINE MAIN TRA	EFT:	250.00
52001022649		005053		00	10/15/2026	603-3150-431.42-01	JUSTICE CENTER SUPPLIES	EFT:	273.56
							VENDOR TOTAL *	.00	523.56
0004812	00	CRAFT, AMY							
MPR CONF		005063		00	10/15/2026	601-1230-412.46-01	MPR ANNUAL CONF	469.68	
							VENDOR TOTAL *	469.68	
0004805	00	CROSSLAND HEAVY CONTRACTORS INC							
APP NO. 25		PI0512	008647	00	08/07/2026	531-4340-443.62-10	PROGRESS PAYMENT	EFT:	2,867,307.36
APP NO. 26		PI0513	008647	00	09/06/2026	531-4340-443.62-10	PROGRESS PAYMENT	EFT:	2,010,468.64
							VENDOR TOTAL *	.00	4,877,776.00
0001557	00	DATCO, INC							
215542		005055		00	10/15/2026	521-4230-442.53-02	WINTER SHIRTS FOR LINE	541.25	
215542		005055		00	10/15/2026	531-4330-443.53-02	WINTER SHIRTS FOR LINE	541.25	
							VENDOR TOTAL *	1,082.50	
0004959	00	DIGITAL ERTH CONSULTING LLC							
83		005055		00	10/15/2026	531-4320-443.47-39	SEWAGE SLUDGE DISPOSAL	EFT:	1,321.41
							VENDOR TOTAL *	.00	1,321.41
0001246	00	DITCH WITCH SALES, INC							
P88463		005054		00	10/15/2026	501-4130-441.52-04	GRIPPER PAD - TR 438	EFT:	54.12
							VENDOR TOTAL *	.00	54.12
0005211	00	EASY ICE, LLC							
02224621		005055		00	10/15/2026	001-3120-431.44-02	ICE MACHINE RENTAL	EFT:	34.34
02219801		005055		00	10/15/2026	501-4130-441.44-02	ICE MACHINE RENTAL	EFT:	110.00
02224621		005055		00	10/15/2026	521-4230-442.44-02	ICE MACHINE RENTAL	EFT:	34.35
02219801		005055		00	10/15/2026	521-4230-442.44-02	ICE MACHINE RENTAL	EFT:	110.00
02224621		005055		00	10/15/2026	531-4330-443.44-02	ICE MACHINE RENTAL	EFT:	34.35
							VENDOR TOTAL *	.00	323.04
0003960	00	ELLIOTT EQUIPMENT COMPANY							
196574		005055		00	10/15/2026	531-4330-443.52-04	COUPLERS, O RINGS & GASK.	EFT:	89.26
							VENDOR TOTAL *	.00	89.26
0004946	00	EVERGY							
4469208877		0926005056		00	10/15/2026	521-4220-442.40-05	ELE. @ 14A AIR RD	95.26	
9279570154		1026005057		00	10/15/2026	521-4220-442.40-05	ELE. @ THE INTAKE	8,910.01	
2424383255		1026005058		00	10/15/2026	521-4220-442.40-05	ELE. @ WATER PLANT	16,130.47	
6466308678		0926005055		00	10/15/2026	531-4320-443.40-05	ELE. @ WWTP	37.72	
							VENDOR TOTAL *	25,173.46	
0004996	00	FLEX MADE EASY							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004996	00	FLEX MADE EASY							
10142026		005102		00	10/15/2026	721-0000-202.03-11	CONTRIBUTIONS	EFT:	2,795.84
							VENDOR TOTAL *	.00	2,795.84
0001295	00	FOLEY EQUIPMENT COMPANY							
L4092201		005058		00	10/15/2026	501-4130-441.44-02	MULCHER RENTAL	EFT:	4,012.52
							VENDOR TOTAL *	.00	4,012.52
0099999	00	FRALEY, CONNIE							
000059203		UT		00	10/13/2026	501-0000-229.00-00	MANUAL CHECK	24.35	
							VENDOR TOTAL *	24.35	
0003406	00	FUN SERVICES OF KC							
78009695		005097		00	10/15/2026	001-6110-461.54-51	BOO BASH	EFT:	3,725.00
							VENDOR TOTAL *	.00	3,725.00
0000181	00	GRAINGER							
9101510387		005058		00	10/15/2026	501-4120-441.52-12	STEEL STRAPPING	EFT:	40.92
9101510395		005058		00	10/15/2026	501-4120-441.52-12	STEEL STRAPPING	EFT:	272.27
9102464071		005058		00	10/15/2026	521-4230-442.52-12	HOSE CLAMP	EFT:	40.14
							VENDOR TOTAL *	.00	353.33
0000095	00	GRAYBAR							
9354836025		005058		00	10/15/2026	501-4130-441.52-31	GROUND RODS 5/8" X 8'	EFT:	1,577.53
							VENDOR TOTAL *	.00	1,577.53
0001840	00	GT DISTRIBUTORS INC							
UNV0107242		005092		00	10/15/2026	001-2110-421.53-02	PD UNIFORM	EFT:	69.30
UNV0107230		005092		00	10/15/2026	001-2120-421.53-02	PD UNIFORM	EFT:	464.00
INV1099649		005092		00	10/15/2026	001-2120-421.53-02	PD UNIFORM	EFT:	120.99
INV1099690		005092		00	10/15/2026	001-2120-421.52-20	PD UNIFORM	EFT:	29.98
UNV0107216		005092		00	10/15/2026	001-2120-421.53-02	PD UNIFORM	EFT:	298.93
UNV0107221		005092		00	10/15/2026	001-2120-421.53-02	PD UNIFORM	EFT:	65.00
UNV0107279		005092		00	10/15/2026	001-2120-421.53-02	PD UNIFORM	EFT:	171.00
UNV0107300		005092		00	10/15/2026	001-2120-421.53-02	PD UNIFORM	EFT:	1,196.00
							VENDOR TOTAL *	.00	2,415.20
0000201	00	HASTY AWARDS							
09261396		005062		00	10/15/2026	001-6110-461.47-53	SOCCER MEDAL	EFT:	1,355.26
							VENDOR TOTAL *	.00	1,355.26
0002095	00	HDR ENGINEERING, INC							
1200870988		PI0521 009243		00	10/09/2026	001-3130-431.31-10	PROGRESS PAYMENT	EFT:	2,677.42
1200870981		PI0520 009136		00	10/09/2026	130-3130-431.62-19	PROGRESS PAYMENT	EFT:	1,147.45
							VENDOR TOTAL *	.00	3,824.87
0005641	00	HEARTLAND BUSINESS SYSTEMS							
917776-H		005058		00	10/15/2026	602-1340-413.31-15	SOFTWARE SUPPORT	EFT:	597.50
							VENDOR TOTAL *	.00	597.50
0005686	00	HOA SOLUTIONS INC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005686	00	HOA SOLUTIONS INC							
13850		005058		00	10/15/2026	521-4220-442.43-02	REMOTE SERV. SCADA REP.	EFT:	3,500.00
							VENDOR TOTAL *	.00	3,500.00
0005607	00	INFRASTRUCTURE SOLUTIONS							
APP NO. 9		PI0514 009027		00	09/30/2026	531-4340-443.62-10	CEDAR NILES LIFT WW8013	EFT:	224,803.77
							VENDOR TOTAL *	.00	224,803.77
0005694	00	JOHNSON CONCRETE LLC							
975		005058		00	10/15/2026	117-3120-431.62-05	735 N MULBERRY CURB	EFT:	700.00
							VENDOR TOTAL *	.00	700.00
0005483	00	JOHNSON COUNTY EXTENSION COUNCIL							
WITS 8/10		005058		00	10/15/2026	001-6110-461.47-54	WITS WORKOUT SESSION	EFT:	7.00
WITS 9/14		005103		00	10/15/2026	001-6110-461.47-54	WITS WORKOUT SESSION	EFT:	10.50
							VENDOR TOTAL *	.00	17.50
0002628	00	JOHNSTON, JIM							
CDL RENEW 10-01		005058		00	10/15/2026	501-4130-441.46-02	CDL LICENSE RENEWAL COST	26.75	
							VENDOR TOTAL *	26.75	
0000108	00	K.C. BOBCAT INC							
19228793		005059		00	10/15/2026	521-4230-442.43-02	TOOTH TIP & VERTICAL	315.72	
							VENDOR TOTAL *	315.72	
0002760	00	KA-COMM, INC							
202420		005059		00	10/15/2026	001-2110-421.43-02	PD VEHICLE REPAIR	EFT:	1,115.38
							VENDOR TOTAL *	.00	1,115.38
0004118	00	KANSAS BUREAU OF INVESTIGATION							
K25-00784		005063		00	10/15/2026	001-0000-207.10-30	JULIE BUCHHOLZ	400.00	
K25-00893		005098		00	10/15/2026	001-0000-207.10-30	JAKE RILEY MCNABB	400.00	
							VENDOR TOTAL *	800.00	
0000421	00	KANSAS MUNICIPAL UTILITIES, INC.							
21414		005059		00	10/15/2026	501-4130-441.46-01	Q4 APPRENTICESHIP	EFT:	300.00
21415		005059		00	10/15/2026	501-4130-441.46-01	Q4 APPRENTICESHIP	EFT:	300.00
21416		005059		00	10/15/2026	501-4130-441.46-01	Q4 APPRENTICESHIP	EFT:	300.00
YM200011002		005059		00	10/15/2026	501-4130-441.46-01	OVERHEAD WORKSHOP	EFT:	1,125.00
							VENDOR TOTAL *	.00	2,025.00
0000112	00	KANSAS ONE-CALL SYSTEM, INC.							
6090271		005062		00	10/15/2026	001-3120-431.31-15	STORM LOCATING SERVICE	EFT:	173.23
6090273		005059		00	10/15/2026	501-4120-441.31-15	LOCATES FOR GAS PIPELINE	EFT:	1.33
6090271		005062		00	10/15/2026	501-4130-441.40-06	ELECTRIC LOCATING SERVICE	EFT:	173.24
6090271		005062		00	10/15/2026	521-4230-442.40-06	WATER LOCATING SERVICE	EFT:	173.23
6090272		005059		00	10/15/2026	531-4320-443.31-15	LOCATES FOR FIBER	EFT:	19.95
6090271		005062		00	10/15/2026	531-4330-443.40-06	SEWER LOCATING SERVICE	EFT:	173.23
							VENDOR TOTAL *	.00	714.21
0005231	00	KANSAS TURNPIKE AUTHORITY							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005231	00	KANSAS TURNPIKE AUTHORITY							
50374831		005059		00	10/15/2026	521-4210-442.46-01	KWEA CONF TOLLS	12.62	
50374831		005059		00	10/15/2026	521-4230-442.46-01	KWEA CONF TOLLS	11.12	
50374831		005059		00	10/15/2026	531-4320-443.46-01	KWEA CONF TOLLS	11.12	
							VENDOR TOTAL *	34.86	
0002541	00	KIMBALL MIDWEST							
104890633		005061		00	10/15/2026	531-4330-443.52-20	GLOVES FOR SEWER MAIN GUY	EFT:	370.20
							VENDOR TOTAL *	.00	370.20
0001446	00	KMEA EMP #1 OPERATING ACCT							
EMP1-GD-2026-09		005096		00	10/15/2026	501-0000-351.13-01	DOGWOOD REVENUE SEPT '26	EFT:	363,147.78-
EMP1-GD-2026-09		005096		00	10/15/2026	501-4120-441.41-01	KMEA EMP1 SEPT 2026	EFT:	580,083.78
							VENDOR TOTAL *	.00	216,936.00
0001626	00	KMEA GRDA OPERATING ACCT							
GRDA-GD-26-11		005063		00	10/15/2026	501-4120-441.41-01	GRDA ELECTRIC	EFT:	301,500.00
							VENDOR TOTAL *	.00	301,500.00
0003399	00	KMEA WAPA OPERATING FUND							
WAPA-GA-2026-10		005059		00	10/15/2026	501-4120-441.41-01	WAPA ELECTRIC	EFT:	6,794.00
							VENDOR TOTAL *	.00	6,794.00
0002489	00	KPERS							
1886493		005102		00	10/16/2026	721-0000-202.03-01	101526 PAY PERIOD	CHECK #: 112	66,147.11
1886494		005102		00	10/16/2026	721-0000-202.03-01	101526 PAY PERIOD	CHECK #: 112	269.69
							VENDOR TOTAL *	.00	66,416.80
0002490	00	KPF							
1886497		005102		00	10/16/2026	721-0000-202.03-02	101526 PAY PERIOD	CHECK #: 113	46,745.99
							VENDOR TOTAL *	.00	46,745.99
0004769	00	KRONOS SAASHR, INC							
I10080082091		005098		00	10/15/2026	602-1340-413.47-05	PAYROLL SERVICES	EFT:	3,105.35
							VENDOR TOTAL *	.00	3,105.35
0004307	00	KRUGER TECHNOLOGIES, INC.							
13148		PI0515 009261		00	09/15/2026	117-3120-431.62-05	WHITE DR & POPLAR	EFT:	5,000.00
13148		PI0519 009302		00	09/15/2026	117-3120-431.62-05	WHITE DR & POPLAR	EFT:	269.00
							VENDOR TOTAL *	.00	5,269.00
0001103	00	KUTAK ROCK LLP							
3828570		005059		00	10/15/2026	001-1305-413.31-01	2016C LEASE ARBITRAGE CAL	EFT:	2,550.00
							VENDOR TOTAL *	.00	2,550.00
0005186	00	LINDE GAS & EQUIPMENT							
59404158		005059		00	10/15/2026	501-4120-441.44-02	LATE FEE	EFT:	1.84
59448731		005059		00	10/15/2026	501-4120-441.44-02	CYLINDER RENTAL	EFT:	164.53
59453353		005059		00	10/15/2026	501-4120-441.44-02	CYLINDER RENTAL	EFT:	123.83
							VENDOR TOTAL *	.00	290.20
0000375	00	MID-AMERICAN SIGNAL, INC.							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000375	00	MID-AMERICAN SIGNAL, INC.							
26-644		005059		00	10/15/2026	001-3120-431.52-10	SIGNAL @ MAIN & MOONLIGHT	EFT:	120.00
							VENDOR TOTAL *	.00	120.00
0004464	00	MID-STATE RENTAL							
138716-2		005059		00	10/15/2026	531-4330-443.44-02	VACUUM EXCAVATOR FOR	EFT:	1,800.00
							VENDOR TOTAL *	.00	1,800.00
0005682	00	MIDWEST ELECTRIC TRANSFORMER SVCS							
64893		PI0522 009294		00	10/07/2026	501-4140-441.62-15	SUB 1 TRANSFORMER EL4004	EFT:	54,988.00
							VENDOR TOTAL *	.00	54,988.00
0005296	00	MISSIONSQUARE RETIREMENT							
6752996		005101		00	10/15/2026	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101	14,647.01
6752996		005102		00	10/15/2026	721-0000-202.03-14	CONTRIBUTIONS	CHECK #: 101	2,161.31
							VENDOR TOTAL *	.00	16,808.32
0005663	00	NATIONAL SIGN COMPANY LLC							
IN0003426		005059		00	10/15/2026	001-3120-431.52-11	SIGNS	EFT:	676.28
IN0003460		005059		00	10/15/2026	001-3120-431.52-11	SIGNS	EFT:	410.42
							VENDOR TOTAL *	.00	1,086.70
0000144	00	O'REILLY AUTOMOTIVE, INC.							
0354-131258		005059		00	10/15/2026	501-4130-441.52-04	FILTERS	EFT:	117.19
0354-131258		005059		00	10/15/2026	501-4130-441.52-09	OIL& LATE FEE	EFT:	164.26
0354-132477		005059		00	10/15/2026	501-4130-441.52-04	BRAKE CLEANER & SUPPLIES	EFT:	117.74
							VENDOR TOTAL *	.00	399.19
0000142	00	OLATHE WINWATER WORKS							
218522 01		005060		00	10/15/2026	521-4230-442.52-12	PIPE	EFT:	300.00
219068 01		005060		00	10/15/2026	521-4230-442.52-31	8X3/4 SADDLES & C-900	EFT:	3,250.00
219069 01		005060		00	10/15/2026	521-4230-442.52-31	8X3/4 SADDLES	EFT:	3,250.00
218913 01		005060		00	10/15/2026	531-4330-443.52-02	MANHOLE HOOK	EFT:	35.00
219069 01		005060		00	10/15/2026	531-4330-443.52-12	6X16 GATORWRAP SEAL	EFT:	510.00
219083 01		005060		00	10/15/2026	531-4330-443.52-12	6X16 GATORWRAP SEAL	EFT:	960.00
							VENDOR TOTAL *	.00	8,305.00
0005664	00	ORRICK & ERSKINE LLP TRUST							
9.16.26		PI0516 009263		00	09/16/2026	117-3130-431.62-04	PROGRESS PAYMENT	EFT:	7,610.00
							VENDOR TOTAL *	.00	7,610.00
0001569	00	PAYCOR, INC							
INV07499552		005100		00	10/14/2026	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	1,413.78
							VENDOR TOTAL *	.00	1,413.78
0004385	00	POMP'S TIRE SERVICE, INC.							
1250212937		005060		00	10/15/2026	605-3116-431.43-02	571 BOOM MOWER	EFT:	759.10
							VENDOR TOTAL *	.00	759.10
0005534	00	PYE-BARKER FIRE & SAFETY LLC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005534	00	PYE-BARKER FIRE & SAFETY LLC							
IV01401329		005094		00	10/15/2026	603-3150-431.43-01	ANNUAL BACKFLOW DOM INSP	EFT:	251.00
IV01404739		005094		00	10/15/2026	603-3150-431.43-01	LABOR SPRINKLER	EFT:	261.00
IV01401386		005095		00	10/15/2026	603-3150-431.43-01	BACKFLOW & SPRINKLER	EFT:	860.00
IV01401389		005095		00	10/15/2026	603-3150-431.43-01	BACKFLOW & SPRINKLER	EFT:	910.00
							VENDOR TOTAL *	.00	2,282.00
0003110	00	REJIS COMMISSION							
583198		005092		00	10/15/2026	001-2110-421.47-05	LEWEB SUBSCRIPTION FEE	EFT:	98.58
							VENDOR TOTAL *	.00	98.58
0000158	00	SANTA FE AIR CONDITIONING							
296158		005060		00	10/15/2026	531-4320-443.43-02	HVAC REPAIR	EFT:	119.00
296384		005060		00	10/15/2026	531-4320-443.43-02	BLOWER MOTOR & LABOR FEE	EFT:	3,404.75
							VENDOR TOTAL *	.00	3,523.75
0003963	00	SELECTRON TECHNOLOGIES, INC.							
5595		PI0518	009295	00	09/15/2026	604-1320-413.47-05	RENEWAL	EFT:	24,930.00
							VENDOR TOTAL *	.00	24,930.00
0005380	00	SHAWNEE COPY CENTER							
148795		005060		00	10/15/2026	501-4130-441.52-20	TREE TRIMMING FORMS	EFT:	169.45
							VENDOR TOTAL *	.00	169.45
0002247	00	SHERWIN WILLIAMS- ACCT 6716-4600-8							
42319175370926		005060		00	10/15/2026	501-4120-441.52-12	PAINT & SUPPLIES NORTH	EFT:	226.10
							VENDOR TOTAL *	.00	226.10
0000456	00	SMITH & LOVELESS, INC.							
207159		005060		00	10/15/2026	531-4320-443.52-12	ELBOWS	EFT:	2,265.00
							VENDOR TOTAL *	.00	2,265.00
0004785	00	SUMNERONE, INC							
4739517		005063		00	10/15/2026	501-4120-441.43-02	COPIER MAINT PROGRAM	EFT:	106.09
							VENDOR TOTAL *	.00	106.09
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.							
61240		005061		00	10/15/2026	117-3120-431.43-06	PATCHING	EFT:	96.56
							VENDOR TOTAL *	.00	96.56
0000022	00	T-MOBILE USA, INC.							
979581282	0926	005068		00	10/15/2026	001-1120-411.40-03	SEPTEMBER '26 T-MOBILE	EFT:	127.82
979581282	0926	005069		00	10/15/2026	001-1140-411.40-03	SEPTEMBER '26 T-MOBILE	EFT:	51.15
979581282	0926	005067		00	10/15/2026	001-1305-413.40-03	SEPTEMBER '26 T-MOBILE	EFT:	40.90
979581282	0926	005090		00	10/15/2026	001-2110-421.40-03	SEPTEMBER '26 T-MOBILE	EFT:	296.87
979581282	0926	005084		00	10/15/2026	001-3110-431.40-03	SEPTEMBER '26 T-MOBILE	EFT:	40.90
979581282	0926	005087		00	10/15/2026	001-3120-431.40-03	SEPTEMBER '26 T-MOBILE	EFT:	2,873.93
979581282	0926	005085		00	10/15/2026	001-3130-431.40-03	SEPTEMBER '26 T-MOBILE	EFT:	243.51
979581282	0926	005072		00	10/15/2026	001-6105-461.40-03	SEPTEMBER '26 T-MOBILE	EFT:	248.90
979581282	0926	005073		00	10/15/2026	001-6120-461.40-03	SEPTEMBER '26 T-MOBILE	EFT:	316.94

VEND NO / INVOICE NO	SEQ#	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000022	00	T-MOBILE USA, INC.							
979581282	0926	005088		00	10/15/2026	001-7110-471.40-03	SEPTEMBER '26 T-MOBILE	EFT:	40.90
979581282	0926	005089		00	10/15/2026	001-7120-471.40-03	SEPTEMBER '26 T-MOBILE	EFT:	166.84
979581282	0926	005091		00	10/15/2026	001-7120-471.40-03	SEPTEMBER '26 T-MOBILE	EFT:	94.75-
979581282	0926	005075		00	10/15/2026	501-4110-441.40-03	SEPTEMBER '26 T-MOBILE	EFT:	55.86
979581282	0926	005077		00	10/15/2026	501-4120-441.40-03	SEPTEMBER '26 T-MOBILE	EFT:	158.47
979581282	0926	005076		00	10/15/2026	501-4130-441.40-03	SEPTEMBER '26 T-MOBILE	EFT:	188.91
979581282	0926	005082		00	10/15/2026	521-4210-442.40-03	SEPTEMBER '26 T-MOBILE	EFT:	214.75
979581282	0926	005083		00	10/15/2026	521-4220-442.40-03	SEPTEMBER '26 T-MOBILE	EFT:	166.84
979581282	0926	005081		00	10/15/2026	521-4230-442.40-03	SEPTEMBER '26 T-MOBILE	EFT:	292.78
979581282	0926	005078		00	10/15/2026	531-4310-443.40-03	SEPTEMBER '26 T-MOBILE	EFT:	40.90
979581282	0926	005080		00	10/15/2026	531-4320-443.40-03	SEPTEMBER '26 T-MOBILE	EFT:	122.70
979581282	0926	005079		00	10/15/2026	531-4330-443.40-03	SEPTEMBER '26 T-MOBILE	EFT:	35.77
979581282	0926	005071		00	10/15/2026	602-1340-413.40-03	SEPTEMBER '26 T-MOBILE	EFT:	280.49
979581282	0926	005070		00	10/15/2026	603-3150-431.40-03	SEPTEMBER '26 T-MOBILE	EFT:	81.80
979581282	0926	005074		00	10/15/2026	604-1320-413.40-03	SEPTEMBER '26 T-MOBILE	EFT:	81.80
979581282	0926	005086		00	10/15/2026	605-3116-431.40-03	SEPTEMBER '26 T-MOBILE	EFT:	62.97
							VENDOR TOTAL *	.00	6,137.95
0005656	00	THOMPSON SAFETY LLC							
MCIINU00156839		005060		00	10/15/2026	501-4130-441.31-15	LATE CHARGE FROM JUNE	EFT:	2.97
							VENDOR TOTAL *	.00	2.97
0099999	00	TKG PROPERTIES, LLC							
000034947		UT		00	10/13/2026	501-0000-229.00-00	MANUAL CHECK	186.42	
							VENDOR TOTAL *	186.42	
0005642	00	TRI-STAR SYSTEMS							
SEPTEMBER 2026		005060		00	10/15/2026	001-1140-411.31-15	CLIENT #494 MONTHLY BILL	EFT:	73.64
SEPTEMBER 2026		005060		00	10/15/2026	721-0000-202.03-16	CLIENT #494 MONTHLY BILL	EFT:	51.36-
SEPTEMBER 2026		005060		00	10/15/2026	721-0000-202.03-17	CLIENT #494 MONTHLY BILL	EFT:	6.76-
							VENDOR TOTAL *	.00	15.52
0000781	00	UNITED RENTALS NORTH AMERICA, INC							
264742359-005		005098		00	10/15/2026	401-6120-461.62-09	FENCING	EFT:	875.22
							VENDOR TOTAL *	.00	875.22
0000026	00	USIC LOCATING SERVICES							
837203		005062		00	10/15/2026	001-3120-431.31-15	LOCATING SERVICE	EFT:	3,923.13
837205		005060		00	10/15/2026	501-4120-441.31-15	LOCATES FOR GAS PIPELINE	EFT:	16.39
837203		005062		00	10/15/2026	501-4130-441.40-06	LOCATING SERVICE	EFT:	3,923.13
837203		005062		00	10/15/2026	521-4230-442.40-06	LOCATING SERVICE	EFT:	3,923.12
806430		005060		00	10/15/2026	531-4320-443.31-15	LOCATES FOR FIBER	EFT:	114.73
837204		005060		00	10/15/2026	531-4320-443.31-15	LOCATES FOR FIBER	EFT:	338.73
837203		005062		00	10/15/2026	531-4330-443.40-06	LOCATING SERVICE	EFT:	3,923.12
							VENDOR TOTAL *	.00	16,162.35
0004226	00	WATCHMEN SECURITY SERVICES							
114023		005060		00	10/15/2026	501-4120-441.31-15	VIDEO SECURITY MONITORING	EFT:	480.20
							VENDOR TOTAL *	.00	480.20
0004137	00	WINPRO SOLUTIONS, INC							

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0004137	00	WINPRO SOLUTIONS, INC							
319610		005060		00	10/15/2026	531-4320-443.52-20	SHOP HAND TOWELS	EFT:	131.90
							VENDOR TOTAL *	.00	131.90
0005523	00	1426 MEDICAL REIMB							
10132026		005063		00	10/15/2026	001-6120-461.21-01	MEDICAL REIMBURSEMENT	EFT:	1,084.81
							VENDOR TOTAL *	.00	1,084.81
0005560	00	1921 MEDICAL REIMB							
10132026		005063		00	10/15/2026	604-1320-413.21-01	MEDICAL REIMBURSEMENT	EFT:	409.81
							VENDOR TOTAL *	.00	409.81
0005520	00	2096 MEDICAL REIMB							
10132026		005063		00	10/15/2026	001-3130-431.21-01	MEDICAL REIMBURSEMENT	EFT:	741.74
							VENDOR TOTAL *	.00	741.74
0005702	00	2231 MEDICAL REIMB							
10132026		005063		00	10/15/2026	001-1140-411.21-01	MEDICAL REIMBURSEMENT	EFT:	446.64
							VENDOR TOTAL *	.00	446.64
0005660	00	2344 MEDICAL REIMB							
10132026		005063		00	10/15/2026	001-1305-413.21-01	MEDICAL REIMBURSEMENT	EFT:	417.31
							VENDOR TOTAL *	.00	417.31
0005625	00	2614 MEDICAL REIMB							
10132026		005063		00	10/15/2026	501-4120-441.21-01	MEDICAL REIMBURSEMENT	EFT:	355.90
							VENDOR TOTAL *	.00	355.90
0005703	00	2635 MEDICAL REIMB							
10132026		005063		00	10/15/2026	001-7110-471.21-01	MEDICAL REIMBURSEMENT	EFT:	808.41
							VENDOR TOTAL *	.00	808.41
0005522	00	2768 MEDICAL REIMB							
10132026		005063		00	10/15/2026	001-7120-471.21-01	MEDICAL REIMBURSEMENT	EFT:	1,093.37
							VENDOR TOTAL *	.00	1,093.37
0005626	00	3198 MEDICAL REIMB							
10132026		005063		00	10/15/2026	001-7110-471.21-01	MEDICAL REIMBURSEMENT	EFT:	357.09
							VENDOR TOTAL *	.00	357.09
0005648	00	3888 MEDICAL REIMB							
10132026		005063		00	10/15/2026	501-4110-441.21-01	MEDICAL REIMBURSEMENT	EFT:	648.07
							VENDOR TOTAL *	.00	648.07
							HAND ISSUED TOTAL ***		131,384.89
							EFT/EPAY TOTAL ***		5,844,887.47
							TOTAL EXPENDITURES ****	28,164.69	5,976,272.36
							GRAND TOTAL **********		6,004,437.05

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED	AMOUNT
0004340	00	ALL CITY MANAGEMENT SERVICES INC								
PS-INV108592		PI0527 009083		00	10/09/2026	001-2110-421.31-15	SCHOOL CROSSING GUARD		EFT:	6,270.66
							VENDOR TOTAL *		.00	6,270.66
0005468	00	ARVEST CREDIT CARD DIVISION								
09/2026		005129		00	10/20/2026	001-1110-411.52-20	AMAZON MKTPL 5X69W4B70		EFT:	53.95
09/2026		005125		00	10/20/2026	001-1120-411.47-04	USPS PO 1933770514		EFT:	6.37
09/2026		005130		00	10/20/2026	001-1120-411.52-20	AMAZON MKTPL 5R1G445T0		EFT:	17.95
09/2026		005131		00	10/20/2026	001-1120-411.52-20	AMAZON MKTPL 5R8ET88V0		EFT:	7.99
09/2026		005132		00	10/20/2026	001-1120-411.52-20	AMAZON MKTPL 5X10L1S60		EFT:	54.98
09/2026		005127		00	10/20/2026	001-1130-411.31-15	CANVA I04998-0247867		EFT:	12.95
09/2026		005128		00	10/20/2026	001-1130-411.31-15	METAPAY DFCY67SET4		EFT:	11.99
09/2026		005133		00	10/20/2026	001-1140-411.52-20	IDVILLE		EFT:	160.00
09/2026		005134		00	10/20/2026	001-1140-411.46-01	PY COSENTINO S MARKET 42		EFT:	300.00
09/2026		005155		00	10/20/2026	001-1305-413.46-01	MARRIOTT S ANTONIO RVR		EFT:	961.62
09/2026		005154		00	10/20/2026	001-1310-413.52-20	AMAZON MKTPL 5X0N38RQ2		EFT:	17.99
09/2026		005156		00	10/20/2026	001-1310-413.46-01	GOVERNMENT FINANCE OFF		EFT:	175.00
09/2026		005157		00	10/20/2026	001-1310-413.46-01	PAYROLLORG		EFT:	435.00
09/2026		005159		00	10/20/2026	001-1330-413.52-20	AMAZON MKTPL 5351H2K10		EFT:	41.97
09/2026		005169		00	10/20/2026	001-2110-421.46-01	PRICE CHOPPER #117		EFT:	64.33
09/2026		005170		00	10/20/2026	001-2110-421.52-20	AMAZON MKTPL 532L70OS0		EFT:	54.14
09/2026		005171		00	10/20/2026	001-2110-421.52-20	AMAZON MKTPL 5372Q99C1		EFT:	26.94
09/2026		005172		00	10/20/2026	001-2110-421.52-20	AMAZON MKTPL 5339Q5KR0		EFT:	6.99
09/2026		005173		00	10/20/2026	001-2110-421.52-20	AMAZON RETA 5R1XN6C51		EFT:	29.99
09/2026		005174		00	10/20/2026	001-2110-421.52-20	AMAZON MKTPL 5R2B80AO1		EFT:	20.95
09/2026		005175		00	10/20/2026	001-2110-421.46-02	FSP KANSAS ASSOCIATION OF		EFT:	55.00
09/2026		005183		00	10/20/2026	001-2110-421.52-20	MURPHY TROPHY & ENGRAVIN		EFT:	3.61
09/2026		005189		00	10/20/2026	001-2110-421.46-01	VISTAPRINT		EFT:	104.99
09/2026		005190		00	10/20/2026	001-2110-421.47-02	VISTAPRINT		EFT:	22.99
09/2026		005191		00	10/20/2026	001-2110-421.47-02	VISTAPRINT		EFT:	28.98
09/2026		005193		00	10/20/2026	001-2110-421.46-01	AMAZON MKTPL 5R23O7362		EFT:	72.95
09/2026		005194		00	10/20/2026	001-2110-421.46-01	WAL-MART #5307		EFT:	18.16
09/2026		005195		00	10/20/2026	001-2110-421.46-01	VISTAPRINT		EFT:	61.98
09/2026		005168		00	10/20/2026	001-2120-421.53-02	BADGEANDWALLET.COM		EFT:	249.55
09/2026		005176		00	10/20/2026	001-2120-421.46-01	FSP KANSAS ASSOCIATION OF		EFT:	250.00
09/2026		005177		00	10/20/2026	001-2120-421.46-01	IACA		EFT:	445.00
09/2026		005178		00	10/20/2026	001-2120-421.46-01	KU PARKING DEPT		EFT:	25.00
09/2026		005179		00	10/20/2026	001-2120-421.46-01	KU PARKING DEPT		EFT:	18.25
09/2026		005180		00	10/20/2026	001-2120-421.46-01	HILTON HOTELS		EFT:	21.00
09/2026		005181		00	10/20/2026	001-2120-421.46-01	HILTON HOTELS		EFT:	1,304.28
09/2026		005182		00	10/20/2026	001-2120-421.46-01	PAYPAL NATIONALASS		EFT:	375.00
09/2026		005184		00	10/20/2026	001-2120-421.52-20	QUALIFICATION TARGETS INC		EFT:	565.15
09/2026		005185		00	10/20/2026	001-2120-421.52-20	THE HOME DEPOT 2218		EFT:	301.19
09/2026		005186		00	10/20/2026	001-2120-421.46-01	DOUBLETREE COLORADO SPRI		EFT:	542.20
09/2026		005187		00	10/20/2026	001-2120-421.46-01	DOUBLETREE COLORADO SPRI		EFT:	542.20
09/2026		005192		00	10/20/2026	001-2120-421.53-02	AMAZON MKTPL 5R1MW33I0		EFT:	14.99
09/2026		005196		00	10/20/2026	001-2120-421.52-20	AMAZON MKTPL 5X5UT7LH1		EFT:	87.99
09/2026		005197		00	10/20/2026	001-2120-421.52-20	AMAZON MKTPL 5X35G3BB2		EFT:	6.79
09/2026		005188		00	10/20/2026	001-2130-421.46-01	FSP KANSAS ASSOCIATION OF		EFT:	250.00
09/2026		005198		00	10/20/2026	001-3110-431.46-01	KANSAS ASSOCIATION OF		EFT:	175.00

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION							
09/2026		005234		00	10/20/2026	001-3120-431.52-02	BOMGAARS 127	EFT:	51.98
09/2026		005236		00	10/20/2026	001-3120-431.52-02	BOMGAARS 127	EFT:	101.55
09/2026		005237		00	10/20/2026	001-3120-431.46-01	JCCC WDCE	EFT:	175.00
09/2026		005239		00	10/20/2026	001-3120-431.52-10	WESTLAKE HARDWARE #179	EFT:	26.34
09/2026		005240		00	10/20/2026	001-3120-431.52-16	WESTLAKE HARDWARE #179	EFT:	9.16
09/2026		005241		00	10/20/2026	001-3120-431.52-02	BOMGAARS 127	EFT:	228.96
09/2026		005243		00	10/20/2026	001-3120-431.53-02	BOMGAARS 127	EFT:	17.24
09/2026		005244		00	10/20/2026	001-3120-431.52-02	BOMGAARS 127	EFT:	47.96
09/2026		005245		00	10/20/2026	001-3120-431.46-01	JCCC WDCE	EFT:	175.00
09/2026		005246		00	10/20/2026	001-3120-431.46-01	JCCC WDCE	EFT:	175.00
09/2026		005247		00	10/20/2026	001-3120-431.46-01	JCCC WDCE	EFT:	175.00
09/2026		005248		00	10/20/2026	001-3120-431.46-01	JCCC WDCE	EFT:	525.00
09/2026		005249		00	10/20/2026	001-3120-431.31-15	VCN KDORDLEDGERTON	EFT:	10.75
09/2026		005250		00	10/20/2026	001-3120-431.52-16	BOMGAARS 127	EFT:	27.52
09/2026		005251		00	10/20/2026	001-3120-431.52-08	WESTLAKE HARDWARE #179	EFT:	51.96
09/2026		005255		00	10/20/2026	001-3120-431.46-01	WWW.APWA.NET	EFT:	250.00
09/2026		005256		00	10/20/2026	001-3120-431.53-02	AMAZON.COM 5X0DU8JQ1	EFT:	363.92
09/2026		005274		00	10/20/2026	001-3120-431.52-02	AMAZON MKTPL 5X1VS16A1	EFT:	104.99
09/2026		005199		00	10/20/2026	001-3130-431.53-02	EEWW_OLATHE	EFT:	155.05
09/2026		005200		00	10/20/2026	001-3130-431.52-20	AMAZON MKTPL 5Q9HH6U81	EFT:	19.99
09/2026		005202		00	10/20/2026	001-3130-431.53-02	AMAZON MKTPL 5L7TW0ZB1	EFT:	23.99
09/2026		005203		00	10/20/2026	001-3130-431.53-02	AMAZON MKTPL 535A41U62	EFT:	99.99
09/2026		005391		00	10/20/2026	001-6105-461.46-01	SOUTHWES 5262400500140	EFT:	582.40-
09/2026		005392		00	10/20/2026	001-6105-461.46-01	SOUTHWES 5262400500140	EFT:	582.40
09/2026		005393		00	10/20/2026	001-6105-461.46-01	SOUTHWES 5262401328899	EFT:	582.40
09/2026		005376		00	10/20/2026	001-6110-461.46-02	CANVA I04992-45123634	EFT:	15.00
09/2026		005382		00	10/20/2026	001-6110-461.47-53	WM SUPERCENTER #5307	EFT:	40.96
09/2026		005389		00	10/20/2026	001-6110-461.47-53	AMAZON.COM 539B81PY2	EFT:	18.36
09/2026		005390		00	10/20/2026	001-6110-461.47-53	AMAZON MKTPL 537YY9SM2	EFT:	134.99
09/2026		005394		00	10/20/2026	001-6110-461.47-53	SCHEELS ALL SPORTS INC	EFT:	79.98
09/2026		005398		00	10/20/2026	001-6110-461.47-53	AMAZON MKTPL 5X5XG8UI1	EFT:	27.99
09/2026		005399		00	10/20/2026	001-6110-461.47-53	AMAZON.COM 5X9AF09E1	EFT:	22.70
09/2026		005400		00	10/20/2026	001-6110-461.47-53	AMAZON MKTPL 5L0RY9ER1	EFT:	156.00
09/2026		005401		00	10/20/2026	001-6110-461.47-53	AMAZON MKTPL 5L9WQ00I1	EFT:	74.72
09/2026		005402		00	10/20/2026	001-6110-461.47-53	AMAZON MKTPL 5L8VT9FN0	EFT:	34.99
09/2026		005403		00	10/20/2026	001-6110-461.47-53	AMAZON.COM 5L2KL6K31	EFT:	614.79
09/2026		005404		00	10/20/2026	001-6110-461.47-53	AMAZON.COM 5L71P3A42	EFT:	104.99
09/2026		005405		00	10/20/2026	001-6110-461.47-54	AMAZON MKTPL 5R5OQ8ZH0	EFT:	391.88
09/2026		005380		00	10/20/2026	001-6120-461.52-20	AMAZON MKTPL 5L79F3XW2	EFT:	59.99
09/2026		005388		00	10/20/2026	001-6120-461.52-20	AMAZON.COM 5X1D34RG0	EFT:	49.09
09/2026		005395		00	10/20/2026	001-6120-461.44-02	PRIMO BRANDS/WATERSERV	EFT:	72.11
09/2026		005397		00	10/20/2026	001-6120-461.44-02	PRIMO BRANDS/WATERSERV	EFT:	54.06
09/2026		005406		00	10/20/2026	001-6120-461.43-02	OREILLY 354	EFT:	17.41
09/2026		005408		00	10/20/2026	001-6120-461.43-01	WESTLAKE HARDWARE #179	EFT:	45.94
09/2026		005409		00	10/20/2026	001-6120-461.53-02	BOMGAARS 127	EFT:	34.48
09/2026		005410		00	10/20/2026	001-6120-461.53-02	BOMGAARS 127	EFT:	184.99
09/2026		005412		00	10/20/2026	001-6120-461.44-02	OREILLY 196	EFT:	20.98
09/2026		005413		00	10/20/2026	001-6120-461.52-02	WESTLAKE HARDWARE #179	EFT:	29.99
09/2026		005414		00	10/20/2026	001-6120-461.52-02	OREILLY 354	EFT:	4.19

VEND NO / INVOICE NO	SEQ# / VOUCHER NO	VENDOR NAME / P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION						
09/2026	005416		00	10/20/2026	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	29.97
09/2026	005418		00	10/20/2026	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	243.83
09/2026	005419		00	10/20/2026	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	20.88
09/2026	005420		00	10/20/2026	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	92.26-
09/2026	005421		00	10/20/2026	001-6120-461.52-01	WAL-MART #5307	EFT:	35.17
09/2026	005422		00	10/20/2026	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	12.96
09/2026	005423		00	10/20/2026	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	106.58
09/2026	005424		00	10/20/2026	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	46.16
09/2026	005425		00	10/20/2026	001-6120-461.52-01	AMAZON MKTPL 517DY1B81	EFT:	65.38
09/2026	005377		00	10/20/2026	001-6130-461.52-20	WAL-MART #5307	EFT:	133.66
09/2026	005378		00	10/20/2026	001-6130-461.52-15	WAL-MART #5307	EFT:	5.92
09/2026	005379		00	10/20/2026	001-6130-461.54-51	AMAZON MKTPL 5L3164AZ0	EFT:	315.53
09/2026	005381		00	10/20/2026	001-6130-461.54-51	WM SUPERCENTER #5307	EFT:	19.97
09/2026	005383		00	10/20/2026	001-6130-461.52-20	WM SUPERCENTER #5307	EFT:	83.00
09/2026	005384		00	10/20/2026	001-6130-461.54-51	WM SUPERCENTER #5307	EFT:	558.77
09/2026	005386		00	10/20/2026	001-6130-461.54-51	WM SUPERCENTER #5307	EFT:	709.21
09/2026	005387		00	10/20/2026	001-6130-461.54-51	SP WRISTBANDEXPRESS.CO	EFT:	151.00
09/2026	005407		00	10/20/2026	001-6130-461.43-01	WESTLAKE HARDWARE #179	EFT:	17.99
09/2026	005411		00	10/20/2026	001-6130-461.52-01	TOMPKINS IND-BR1 COUNTER	EFT:	110.97
09/2026	005415		00	10/20/2026	001-6130-461.52-01	WESTLAKE HARDWARE #179	EFT:	25.98
09/2026	005417		00	10/20/2026	001-6130-461.52-01	THE HOME DEPOT #2218	EFT:	38.82
09/2026	005426		00	10/20/2026	001-7110-471.46-02	AMERICAN PLANNING ASSOCI	EFT:	778.40
09/2026	005427		00	10/20/2026	001-7110-471.46-02	AMERICAN PLANNING ASSOCI	EFT:	583.75
09/2026	005428		00	10/20/2026	001-7110-471.46-01	TICKETS 2026 APA Q	EFT:	628.56
09/2026	005429		00	10/20/2026	001-7110-471.52-20	AMAZON MKTPL 5Q06G7UU2	EFT:	31.99
09/2026	005430		00	10/20/2026	001-7110-471.52-20	USPS PO 1933770514	EFT:	44.59
09/2026	005431		00	10/20/2026	001-7110-471.52-20	AMAZON.COM 5L1S24X80	EFT:	13.99
09/2026	005432		00	10/20/2026	001-7110-471.52-20	AMAZON MKTPL 5R9SD63R2	EFT:	50.77
09/2026	005433		00	10/20/2026	001-7110-471.52-20	AMAZON.COM 5R7SY5SS1	EFT:	10.68
09/2026	005434		00	10/20/2026	001-7110-471.52-20	AMAZON MKTPL 5R4UM7G52	EFT:	43.87
09/2026	005435		00	10/20/2026	001-7110-471.52-20	AMAZON MKTPL 511VZ2SB1	EFT:	13.99
09/2026	005257		00	10/20/2026	117-3120-431.43-06	CRAFCO-LEES SUMMIT MO	EFT:	1,229.85
09/2026	005209		00	10/20/2026	404-3110-411.61-09	JOCO MOTOR VEHICLE	EFT:	39.75
09/2026	005210		00	10/20/2026	404-3110-411.61-09	JOCO DMV SRV FEE	EFT:	.89
09/2026	005277		00	10/20/2026	501-4110-441.46-01	KS MUNIC ENERGY AGENCY	EFT:	130.00
09/2026	005285		00	10/20/2026	501-4110-441.52-20	AMAZON.COM 5X1NO97Q0	EFT:	17.94
09/2026	005286		00	10/20/2026	501-4120-441.52-12	THE HOME DEPOT #2218	EFT:	74.03
09/2026	005287		00	10/20/2026	501-4120-441.52-09	OLATHE FORD RV CENTER SA	EFT:	30.28
09/2026	005288		00	10/20/2026	501-4130-441.52-12	SITEONE LANDSCAPE SUPPLY	EFT:	281.41
09/2026	005289		00	10/20/2026	501-4130-441.52-20	WESTLAKE HARDWARE #179	EFT:	21.44
09/2026	005290		00	10/20/2026	501-4130-441.52-02	BOMGAARS 127	EFT:	95.94
09/2026	005291		00	10/20/2026	501-4130-441.52-20	WM SUPERCENTER #5307	EFT:	22.52
09/2026	005292		00	10/20/2026	501-4130-441.47-04	THE UPS STORE 5784	EFT:	75.70
09/2026	005293		00	10/20/2026	501-4130-441.44-02	MID-STATES RENTAL (GARDNE	EFT:	96.36
09/2026	005294		00	10/20/2026	501-4130-441.52-02	THE HOME DEPOT #2218	EFT:	122.49
09/2026	005295		00	10/20/2026	501-4130-441.52-04	BIG O TIRES OF GARDNER	EFT:	661.76
09/2026	005296		00	10/20/2026	501-4130-441.46-01	FAIRFIELD INN & SUITES	EFT:	400.54
09/2026	005297		00	10/20/2026	501-4130-441.46-01	FAIRFIELD INN & SUITES	EFT:	400.54
09/2026	005298		00	10/20/2026	501-4130-441.46-01	FAIRFIELD INN & SUITES	EFT:	400.54

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION							
09/2026		005299		00	10/20/2026	501-4130-441.46-01	FAIRFIELD INN & SUITES	EFT:	400.54
09/2026		005300		00	10/20/2026	501-4130-441.46-01	FAIRFIELD INN & SUITES	EFT:	400.54
09/2026		005283		00	10/20/2026	521-4210-442.52-20	AMAZON MKTPL 5R8Z19651	EFT:	30.97
09/2026		005284		00	10/20/2026	521-4210-442.52-20	AMAZON MKTPL 5X2NG51P2	EFT:	11.99
09/2026		005301		00	10/20/2026	521-4220-442.52-20	WAL-MART #5307	EFT:	6.97
09/2026		005302		00	10/20/2026	521-4220-442.52-12	INTERSTATE ELECTRICAL SU	EFT:	101.58
09/2026		005303		00	10/20/2026	521-4220-442.52-01	WESTLAKE HARDWARE #179	EFT:	29.99
09/2026		005304		00	10/20/2026	521-4220-442.52-02	THE HOME DEPOT #2218	EFT:	57.21
09/2026		005305		00	10/20/2026	521-4220-442.52-12	IBT INC MERRIAM	EFT:	205.45
09/2026		005306		00	10/20/2026	521-4220-442.52-20	WAL-MART #5307	EFT:	19.32
09/2026		005307		00	10/20/2026	521-4220-442.52-20	WAL-MART #5307	EFT:	56.79
09/2026		005308		00	10/20/2026	521-4220-442.52-20	AMAZON.COM 5Q3BW4D92	EFT:	27.70
09/2026		005309		00	10/20/2026	521-4220-442.52-12	BOMGAARS 127	EFT:	37.98
09/2026		005310		00	10/20/2026	521-4220-442.52-20	OREILLY 354	EFT:	20.89
09/2026		005311		00	10/20/2026	521-4220-442.52-20	THE HOME DEPOT #2218	EFT:	57.94
09/2026		005312		00	10/20/2026	521-4220-442.52-20	WESTLAKE HARDWARE #179	EFT:	12.99
09/2026		005313		00	10/20/2026	521-4220-442.52-12	THE HOME DEPOT #2218	EFT:	2.23
09/2026		005333		00	10/20/2026	521-4220-442.46-01	HYATT REGENCY WICHITA	EFT:	165.60
09/2026		005334		00	10/20/2026	521-4220-442.46-01	HYATT REGENCY WICHITA	EFT:	165.60
09/2026		005335		00	10/20/2026	521-4220-442.46-01	SQ KWEA / KSAWWA	EFT:	900.00
09/2026		005336		00	10/20/2026	521-4220-442.46-01	HYATT REGENCY WICHITA	EFT:	298.32
09/2026		005337		00	10/20/2026	521-4220-442.46-01	HYATT REGENCY WICHITA	EFT:	431.20
09/2026		005279		00	10/20/2026	521-4230-442.52-20	AMAZON.COM 5L8XZ92I2	EFT:	84.95
09/2026		005281		00	10/20/2026	521-4230-442.52-02	AMAZON MKTPL 5R0SV2OR2	EFT:	14.99
09/2026		005282		00	10/20/2026	521-4230-442.52-20	AMAZON MKTPL 5R06R7621	EFT:	7.99
09/2026		005315		00	10/20/2026	521-4230-442.52-12	WESTLAKE HARDWARE #179	EFT:	82.16
09/2026		005316		00	10/20/2026	521-4230-442.52-20	WAL-MART #0577	EFT:	32.94
09/2026		005318		00	10/20/2026	521-4230-442.53-02	EEWW_OLATHE	EFT:	178.59
09/2026		005319		00	10/20/2026	521-4230-442.52-09	OREILLY 354	EFT:	159.98
09/2026		005320		00	10/20/2026	521-4230-442.52-12	WESTLAKE HARDWARE #179	EFT:	13.17
09/2026		005321		00	10/20/2026	521-4230-442.52-20	WESTLAKE HARDWARE #179	EFT:	23.99
09/2026		005323		00	10/20/2026	521-4230-442.52-20	BOMGAARS 127	EFT:	10.99
09/2026		005324		00	10/20/2026	521-4230-442.52-20	BOMGAARS 127	EFT:	9.98
09/2026		005325		00	10/20/2026	521-4230-442.52-20	WAL-MART #5307	EFT:	35.68
09/2026		005326		00	10/20/2026	521-4230-442.52-02	WESTLAKE HARDWARE #179	EFT:	28.99
09/2026		005328		00	10/20/2026	521-4230-442.46-01	HYATT REGENCY WICHITA	EFT:	504.48
09/2026		005329		00	10/20/2026	521-4230-442.52-02	BOMGAARS 127	EFT:	17.98
09/2026		005276		00	10/20/2026	531-4320-443.31-15	ASCO POWER TECH	EFT:	1,824.87
09/2026		005338		00	10/20/2026	531-4320-443.43-02	H.E.R.S	EFT:	140.90
09/2026		005339		00	10/20/2026	531-4320-443.53-02	EEWW_OLATHE	EFT:	159.75
09/2026		005340		00	10/20/2026	531-4320-443.52-20	BOMGAARS 127	EFT:	25.99
09/2026		005341		00	10/20/2026	531-4320-443.53-02	EEWW_OLATHE	EFT:	197.35
09/2026		005342		00	10/20/2026	531-4320-443.52-12	ASCO POWER TECH	EFT:	858.67
09/2026		005343		00	10/20/2026	531-4320-443.52-20	AMAZON MKTPL 5Q1EM7761	EFT:	59.99
09/2026		005344		00	10/20/2026	531-4320-443.52-13	AMAZON MKTPL 5L6NI07F2	EFT:	80.98
09/2026		005345		00	10/20/2026	531-4320-443.46-01	SOUTHWES 5262197026859	EFT:	552.39
09/2026		005346		00	10/20/2026	531-4320-443.46-01	KWEA - KSAWWA	EFT:	90.00
09/2026		005347		00	10/20/2026	531-4320-443.52-09	WAL-MART #5307	EFT:	80.82
09/2026		005348		00	10/20/2026	531-4320-443.52-04	OREILLY 354	EFT:	48.07

VEND NO / INVOICE NO	SEQ# / VOUCHER NO	VENDOR NAME / P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION						
09/2026	005349		00	10/20/2026	531-4320-443.46-01	HYATT REGENCY WICHITA	EFT:	165.60
09/2026	005351		00	10/20/2026	531-4320-443.46-01	HYATT REGENCY WICHITA	EFT:	165.60
09/2026	005352		00	10/20/2026	531-4320-443.46-01	HYATT REGENCY WICHITA	EFT:	331.20
09/2026	005353		00	10/20/2026	531-4320-443.46-01	HYATT REGENCY WICHITA	EFT:	496.80
09/2026	005354		00	10/20/2026	531-4320-443.53-02	NGROS WSTRN STR#2 INC	EFT:	140.00
09/2026	005355		00	10/20/2026	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	17.27
09/2026	005356		00	10/20/2026	531-4320-443.52-12	BOMGAARS 127	EFT:	21.44
09/2026	005357		00	10/20/2026	531-4320-443.52-12	THE HOME DEPOT 2218	EFT:	208.91
09/2026	005358		00	10/20/2026	531-4320-443.46-01	BOURBON ORLEANS HOTEL	EFT:	358.44
09/2026	005359		00	10/20/2026	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	26.56
09/2026	005360		00	10/20/2026	531-4320-443.46-01	SWA EXCS_BAG5264352295422	EFT:	45.00
09/2026	005361		00	10/20/2026	531-4320-443.46-01	UBER TRIP	EFT:	69.98
09/2026	005362		00	10/20/2026	531-4320-443.46-01	UBER TRIP	EFT:	13.95
09/2026	005363		00	10/20/2026	531-4320-443.46-01	UBER TRIP	EFT:	10.35
09/2026	005364		00	10/20/2026	531-4320-443.46-01	UBER TRIP	EFT:	10.78
09/2026	005365		00	10/20/2026	531-4320-443.46-02	KDHE BUREAU OF WATER	EFT:	45.00
09/2026	005366		00	10/20/2026	531-4320-443.46-01	SQ KWEA / KSAWWA	EFT:	800.00
09/2026	005367		00	10/20/2026	531-4320-443.52-01	NORRIS EQUIPMENT CO LLC	EFT:	54.59
09/2026	005368		00	10/20/2026	531-4320-443.52-01	AMAZON MKTPL 5R4HS38K2	EFT:	158.00
09/2026	005369		00	10/20/2026	531-4320-443.52-01	OREILLY 354	EFT:	69.90
09/2026	005370		00	10/20/2026	531-4320-443.52-09	WESTLAKE HARDWARE #179	EFT:	14.99
09/2026	005371		00	10/20/2026	531-4320-443.52-01	NORRIS EQUIPMENT CO LLC	EFT:	39.60
09/2026	005372		00	10/20/2026	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	29.48
09/2026	005373		00	10/20/2026	531-4320-443.52-12	BOMGAARS 127	EFT:	10.90
09/2026	005374		00	10/20/2026	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	30.96
09/2026	005280		00	10/20/2026	531-4330-443.52-20	AMAZON.COM 5L4AB2U62	EFT:	60.70
09/2026	005314		00	10/20/2026	531-4330-443.53-02	EEWW_OLATHE	EFT:	236.73
09/2026	005317		00	10/20/2026	531-4330-443.52-20	WAL-MART #0577	EFT:	32.94
09/2026	005327		00	10/20/2026	531-4330-443.46-01	HYATT REGENCY WICHITA	EFT:	496.80
09/2026	005330		00	10/20/2026	531-4330-443.52-20	BOMGAARS 127	EFT:	36.98
09/2026	005331		00	10/20/2026	531-4330-443.53-02	EEWW_OLATHE	EFT:	171.94
09/2026	005332		00	10/20/2026	531-4330-443.53-02	EEWW_OLATHE	EFT:	193.15
09/2026	005278		00	10/20/2026	531-4340-443.61-03	AMAZON MKTPL 5Q0HL7IV1	EFT:	198.98
09/2026	005238		00	10/20/2026	551-4520-445.52-01	BOMGAARS 127	EFT:	19.99
09/2026	005375		00	10/20/2026	551-4520-445.52-20	WM SUPERCENTER #5307	EFT:	17.57
09/2026	005119		00	10/20/2026	601-1230-412.46-01	AMAZON MKTPL 5L58R6990	EFT:	64.96
09/2026	005120		00	10/20/2026	601-1230-412.46-01	AMAZON MKTPL 5R5M96001	EFT:	77.98
09/2026	005121		00	10/20/2026	601-1230-412.46-01	AMAZON MKTPL 5R4779AF2	EFT:	65.99
09/2026	005122		00	10/20/2026	601-1230-412.46-01	AMAZON MKTPL 5X0N894Y1	EFT:	276.86
09/2026	005123		00	10/20/2026	601-1230-412.46-01	AMAZON MKTPL 5X0HL7GL1	EFT:	71.06
09/2026	005135		00	10/20/2026	601-1230-412.46-01	WAL-MART #5307	EFT:	38.88
09/2026	005136		00	10/20/2026	601-1230-412.46-01	WM SUPERCENTER #5307	EFT:	106.87
09/2026	005137		00	10/20/2026	601-1230-412.46-01	AMAZON MKTPL 5R71A4N32	EFT:	149.99
09/2026	005138		00	10/20/2026	601-1230-412.46-01	AMAZON MKTPL 5R70M79Z1	EFT:	76.28
09/2026	005139		00	10/20/2026	601-1230-412.46-01	AMAZON MKTPL 5R7TU8630	EFT:	84.45
09/2026	005140		00	10/20/2026	601-1230-412.46-01	AMAZON MKTPL 5R9450HN2	EFT:	76.98
09/2026	005141		00	10/20/2026	601-1230-412.46-01	AMAZON MKTPL 5X3FF4OR1	EFT:	14.99
09/2026	005142		00	10/20/2026	601-1230-412.46-01	AMAZON.COM 5R57T2M02	EFT:	27.69
09/2026	005143		00	10/20/2026	601-1230-412.46-01	AMAZON MKTPL 5R97Q4RO0	EFT:	27.68

VEND NO / INVOICE NO	SEQ# / VOUCHER NO	VENDOR NAME / P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION						
09/2026	005144		00	10/20/2026	601-1230-412.46-01	AMAZON MKTPL 5X52141G1	EFT:	81.68
09/2026	005145		00	10/20/2026	601-1230-412.52-20	AMAZON MKTPL 5X7SS8CU0	EFT:	96.03
09/2026	005146		00	10/20/2026	601-1230-412.46-01	AMAZON.COM 5R0XX8IS2	EFT:	159.99
09/2026	005147		00	10/20/2026	601-1230-412.46-01	AMAZON.COM 5X2A58171	EFT:	129.99
09/2026	005148		00	10/20/2026	601-1230-412.46-01	AMAZON MKTPL 5X15I9H71	EFT:	56.99
09/2026	005149		00	10/20/2026	601-1230-412.46-01	AMAZON MKTPL 5X48594G0	EFT:	98.96
09/2026	005150		00	10/20/2026	601-1230-412.46-01	AMAZON MKTPL 5X8N21X60	EFT:	15.99
09/2026	005151		00	10/20/2026	601-1230-412.46-01	AMAZON MKTPL 5X0FT0ML0	EFT:	25.99
09/2026	005152		00	10/20/2026	601-1230-412.46-01	AMAZON MKTPL 5X1XF9MR0	EFT:	28.99
09/2026	005153		00	10/20/2026	601-1230-412.46-01	AMAZON MKTPL 5X39Z5SD0	EFT:	25.99
09/2026	005161		00	10/20/2026	601-1230-412.46-01	AMAZON MKTPL 5X4WT3K21	EFT:	25.99
09/2026	005350		00	10/20/2026	601-1230-412.46-01	SALONCENTRIC KS ST4617	EFT:	68.96
09/2026	005385		00	10/20/2026	601-1230-412.46-01	WAL-MART #5307	EFT:	245.21
09/2026	005124		00	10/20/2026	602-1340-413.47-05	ADOBE INC	EFT:	29.99
09/2026	005126		00	10/20/2026	602-1340-413.47-05	TEXTCASTER	EFT:	165.89
09/2026	005160		00	10/20/2026	602-1340-413.52-20	AMAZON.COM 534041VP0	EFT:	299.75
09/2026	005162		00	10/20/2026	602-1340-413.47-05	AMAZON WEB SERVICES	EFT:	37.15
09/2026	005163		00	10/20/2026	602-1340-413.47-05	SSLS.COM	EFT:	119.78
09/2026	005164		00	10/20/2026	602-1340-413.52-20	AMAZON MKTPL 531AQ9T51	EFT:	16.98
09/2026	005165		00	10/20/2026	602-1340-413.52-20	AMAZON MKTPL 5L6A67YR2	EFT:	19.99
09/2026	005166		00	10/20/2026	602-1340-413.52-20	AMAZON MKTPL 5R6G32LN0	EFT:	208.11
09/2026	005167		00	10/20/2026	602-1340-413.52-20	AMAZON.COM 5X5RL99V2	EFT:	14.71
09/2026	005258		00	10/20/2026	603-3150-431.43-01	GORDON ELECTRIC SUPPLY	EFT:	868.20
09/2026	005259		00	10/20/2026	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	43.41
09/2026	005260		00	10/20/2026	603-3150-431.52-01	EBAY O 14-15134-21841	EFT:	35.00
09/2026	005261		00	10/20/2026	603-3150-431.61-03	GORDON ELECTRIC SUPPLY	EFT:	868.20
09/2026	005262		00	10/20/2026	603-3150-431.52-01	LS CHAFFEE LOK PRO	EFT:	60.35
09/2026	005263		00	10/20/2026	603-3150-431.43-01	12 VOLT POWER INC	EFT:	157.00
09/2026	005264		00	10/20/2026	603-3150-431.61-03	AMAZON MKTPL 512RQ2GA1	EFT:	75.98
09/2026	005265		00	10/20/2026	603-3150-431.52-01	AMAZON MKTPL 539FT1H92	EFT:	9.99
09/2026	005266		00	10/20/2026	603-3150-431.52-01	BOMGAARS 127	EFT:	33.98
09/2026	005267		00	10/20/2026	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	19.98
09/2026	005268		00	10/20/2026	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	7.99
09/2026	005269		00	10/20/2026	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	14.87
09/2026	005270		00	10/20/2026	603-3150-431.43-01	THE HOME DEPOT #2218	EFT:	40.44
09/2026	005271		00	10/20/2026	603-3150-431.52-02	THE HOME DEPOT #2218	EFT:	529.99
09/2026	005272		00	10/20/2026	603-3150-431.52-02	THE HOME DEPOT #2218	EFT:	599.99
09/2026	005273		00	10/20/2026	603-3150-431.52-01	THE HOME DEPOT #2201	EFT:	11.75
09/2026	005158		00	10/20/2026	604-1320-413.52-20	STAPLS7686457196000004	EFT:	331.86
09/2026	005201		00	10/20/2026	605-3116-431.31-15	SOI SNAPONSUBS&SOFT	EFT:	49.44
09/2026	005204		00	10/20/2026	605-3116-431.52-04	OREILLY 354	EFT:	50.37
09/2026	005205		00	10/20/2026	605-3116-431.52-04	OREILLY 354	EFT:	294.72
09/2026	005206		00	10/20/2026	605-3116-431.43-05	BIG O TIRES OF GARDNER	EFT:	24.00
09/2026	005207		00	10/20/2026	605-3116-431.52-04	OREILLY 354	EFT:	10.57
09/2026	005208		00	10/20/2026	605-3116-431.52-04	OREILLY 354	EFT:	36.70
09/2026	005211		00	10/20/2026	605-3116-431.52-05	OREILLY 354	EFT:	13.67
09/2026	005212		00	10/20/2026	605-3116-431.52-04	OREILLY 354	EFT:	30.00
09/2026	005213		00	10/20/2026	605-3116-431.52-20	AMAZON MKTPL 5L6N38UM2	EFT:	32.69
09/2026	005214		00	10/20/2026	605-3116-431.52-04	OLATHE CDJR (SERVICE)	EFT:	617.22

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION							
09/2026		005215		00	10/20/2026	605-3116-431.52-20	AMAZON MKTPL 5R3HF2V91	EFT:	87.40
09/2026		005216		00	10/20/2026	605-3116-431.52-20	OREILLY 354	EFT:	89.90
09/2026		005217		00	10/20/2026	605-3116-431.52-20	OREILLY 354	EFT:	121.55
09/2026		005218		00	10/20/2026	605-3116-431.52-02	OREILLY 1893	EFT:	17.99
09/2026		005219		00	10/20/2026	605-3116-431.52-04	OREILLY 1893	EFT:	15.87
09/2026		005220		00	10/20/2026	605-3116-431.52-20	BOMGAARS 127	EFT:	51.32
09/2026		005221		00	10/20/2026	605-3116-431.52-05	OREILLY 354	EFT:	33.85
09/2026		005222		00	10/20/2026	605-3116-431.52-04	OREILLY 354	EFT:	21.91
09/2026		005223		00	10/20/2026	605-3116-431.52-04	OREILLY 354	EFT:	248.49
09/2026		005224		00	10/20/2026	605-3116-431.52-09	OREILLY 354	EFT:	31.96
09/2026		005225		00	10/20/2026	605-3116-431.52-04	OREILLY 354	EFT:	53.03
09/2026		005226		00	10/20/2026	605-3116-431.43-02	BIG O TIRES GARDNER	EFT:	502.64
09/2026		005227		00	10/20/2026	605-3116-431.52-20	BOMGAARS 127	EFT:	25.98
09/2026		005228		00	10/20/2026	605-3116-431.52-04	OLATHE CDJR (SERVICE)	EFT:	230.97
09/2026		005229		00	10/20/2026	605-3116-431.52-04	OREILLY 354	EFT:	10.58
09/2026		005230		00	10/20/2026	605-3116-431.52-20	OREILLY 354	EFT:	18.99
09/2026		005231		00	10/20/2026	605-3116-431.52-04	OREILLY 354	EFT:	10.57
09/2026		005232		00	10/20/2026	605-3116-431.52-09	OREILLY 354	EFT:	62.94
09/2026		005233		00	10/20/2026	605-3116-431.52-04	IN J&D EQUIPMENT INC DB	EFT:	17.80
09/2026		005235		00	10/20/2026	605-3116-431.43-02	KANEQUIP INC	EFT:	1,562.46
09/2026		005242		00	10/20/2026	605-3116-431.43-02	BIG O TIRES OF GARDNER	EFT:	560.52
09/2026		005252		00	10/20/2026	605-3116-431.52-04	IN J&D EQUIPMENT INC DB	EFT:	21.14
09/2026		005253		00	10/20/2026	605-3116-431.52-04	IN J&D EQUIPMENT INC DB	EFT:	93.74
09/2026		005254		00	10/20/2026	605-3116-431.52-20	AMAZON MKTPL 5L9HJ37W2	EFT:	24.97
09/2026		005275		00	10/20/2026	605-3116-431.52-02	AMAZON MKTPL 5X1VS16A1	EFT:	104.99
09/2026		005322		00	10/20/2026	605-3116-431.43-05	SQ GRUMPY CUSTOMER RODZ	EFT:	550.00
09/2026		005396		00	10/20/2026	702-6110-461.54-52	SQ SA ENTERTAINMENT KC	EFT:	450.00
							VENDOR TOTAL *	.00	49,227.95
0004860	00	AT&T MOBILITY							
10082026		005109		00	10/21/2026	001-2110-421.40-03	PD CELL PHONES	2,383.07	
							VENDOR TOTAL *	2,383.07	
0005014	00	ATTIC STORAGE OF GARDNER							
22371		005116		00	10/21/2026	001-6110-461.44-02	PARKS & REC STORAGE	EFT:	1,183.00
							VENDOR TOTAL *	.00	1,183.00
0099999	00	BRYANT, SHAWNTE							
000074299		UT		00	09/10/2026	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 134759	220.62-
							VENDOR TOTAL *	.00	220.62-
0003324	00	CHALLENGER SPORTS CORP							
030		005105		00	10/21/2026	001-6110-461.47-54	TINY TIKES	EFT:	1,065.00
							VENDOR TOTAL *	.00	1,065.00
0001739	00	COLE-PARMER INSTRUMENT COMPANY							
4369936		005106		00	10/21/2026	521-4220-442.52-12	DI FLITERS FOR LAB	EFT:	1,579.09
							VENDOR TOTAL *	.00	1,579.09
0099999	00	CUNNINGHAM, ZACHARY							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	CUNNINGHAM, ZACHARY							
000076745		UT		00	06/17/2026	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 134444	12.21-
							VENDOR TOTAL *	.00	12.21-
0003716	00	DATAPROSE							
DP2604810		005107		00	10/21/2026	604-1320-413.31-15	MONTHLY BILLING SEP 2026	EFT:	11,193.59
							VENDOR TOTAL *	.00	11,193.59
0005349	00	DONDLINGER & SONS CONSTRUCTION CO							
326003-01		PI0529	009134	00	10/12/2026	401-3130-431.62-24	PROGRESS PAYMENT	EFT:	225,729.00
							VENDOR TOTAL *	.00	225,729.00
0005652	00	ECO WASTE SOLUTIONS							
184148		005116		00	10/21/2026	001-6120-461.40-02	MONTHLY TRASH	EFT:	1,092.29
							VENDOR TOTAL *	.00	1,092.29
0000855	00	EWING IRRIGATION PRODUCTS, INC							
32114245		005108		00	10/21/2026	001-6120-461.52-01	TURF PROGRAM	EFT:	1,093.06
							VENDOR TOTAL *	.00	1,093.06
0005706	00	FAO, USACE, KANSAS CITY DISTRICT							
INTAKE10122026		005117		00	10/21/2026	521-4240-442.61-03	CONST. LICENSE FOR HILLS	2,100.00	
							VENDOR TOTAL *	2,100.00	
0005601	00	GFT INFRASTRUCTURE							
5017413		PI0526	009008	00	10/14/2026	130-3120-431.31-15	PROGRESS PAYMENT	EFT:	47,477.86
							VENDOR TOTAL *	.00	47,477.86
0004683	00	GREATLIFE GOLF & FITNESS							
10162026		005114		00	10/21/2026	401-6120-461.52-01	REIMB FOR 100AMP SER.	5,311.49	
							VENDOR TOTAL *	5,311.49	
0099999	00	HALVORSEN, JOSHUA							
000067433		UT		00	10/15/2026	501-0000-229.00-00	FINAL BILL REFUND	56.14	
							VENDOR TOTAL *	56.14	
0000297	00	HERITAGE-CRYSTAL CLEAN							
20233274		005110		00	10/21/2026	605-3116-431.31-15	PARTS CLEANER	EFT:	542.98
							VENDOR TOTAL *	.00	542.98
0005483	00	JOHNSON COUNTY EXTENSION COUNCIL							
WITS 10/12		005111		00	10/21/2026	001-6110-461.47-54	WITS WORKOUT SESSION	EFT:	14.00
							VENDOR TOTAL *	.00	14.00
0000658	00	JOHNSON COUNTY SHERIFF'S OFFICE							
280407		005112		00	10/21/2026	001-2110-421.31-11	PUBLIC SAFETY	EFT:	4,000.00
							VENDOR TOTAL *	.00	4,000.00
0005204	00	JOHNSON'S COUNTY GAZETTE							
1527566		005113		00	10/21/2026	105-1120-411.31-15	AD PAGE 11 COLOR	EFT:	120.00

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005204	00	JOHNSON'S COUNTY GAZETTE							
							VENDOR TOTAL *	.00	120.00
0000108	00	K.C. BOBCAT INC							
19229318		005115		00	10/21/2026	605-3116-431.43-02	564 LINE MAINT	349.47	
							VENDOR TOTAL *	349.47	
0002671	00	KANSAS GAS SERVICE							
105901600	1026	005115		00	10/21/2026	551-4520-445.40-04	MONTHLY BILLING AIRPORT	118.55	
							VENDOR TOTAL *	118.55	
0000784	00	KEY EQUIPMENT & SUPPLY CO							
KC223299		005115		00	10/21/2026	605-3116-431.52-05	569HURCO-PUMP	EFT:	2,219.35
							VENDOR TOTAL *	.00	2,219.35
0003513	00	KMEA- DOGWOOD							
DOGW-GNER-26-11		005113		00	10/21/2026	501-4120-441.41-01	DOGWOOD NOV '26	EFT:	319,619.00
							VENDOR TOTAL *	.00	319,619.00
0005186	00	LINDE GAS & EQUIPMENT							
59439992		005113		00	10/21/2026	001-6120-461.44-02	TORCH WELDING	EFT:	133.69
59439993		005113		00	10/21/2026	001-6120-461.44-02	TORCH WELDING	EFT:	134.86
59439994		005113		00	10/21/2026	001-6120-461.44-02	TORCH WELDING	EFT:	53.22
							VENDOR TOTAL *	.00	321.77
0003208	00	MAC'S FENCE INC							
26-293-1		PI0533	009289	00	10/15/2026	001-6120-461.52-01	FENCING	5,637.00	
							VENDOR TOTAL *	5,637.00	
0099999	00	MAKHMEDOV, KAKHRAMON							
000077625		UT		00	10/15/2026	501-0000-229.00-00	FINAL BILL REFUND	70.22	
							VENDOR TOTAL *	70.22	
0000375	00	MID-AMERICAN SIGNAL, INC.							
26-556		PI0532	009242	00	10/12/2026	001-3120-431.52-10	PROGRESS PAYMENT	EFT:	5,327.00
							VENDOR TOTAL *	.00	5,327.00
0099999	00	NEXPOINT SFR SPE 3 LLC							
000071653		UT		00	10/15/2026	501-0000-229.00-00	FINAL BILL REFUND	84.79	
000071653		UT		00	10/15/2026	501-0000-229.00-00	FINAL BILL REFUND	16.94	
							VENDOR TOTAL *	101.73	
0000393	00	OLSSON, INC.							
596639		PI0524	008835	00	10/15/2026	130-3130-431.62-04	PROGRESS PAYMENT	EFT:	55,330.90
596597		PI0523	008579	00	10/15/2026	401-3130-431.62-24	PROGRESS PAYMENT	EFT:	410.48
596701		PI0525	008971	00	10/16/2026	401-3130-431.62-04	PROGRESS PAYMENT	EFT:	24,417.21
596596		PI0530	009135	00	10/15/2026	401-3130-431.62-24	PROGRESS PAYMENT	EFT:	29,975.75
							VENDOR TOTAL *	.00	110,134.34
0005664	00	ORRICK & ERSKINE LLP TRUST							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005664	00	ORRICK & ERSKINE LLP TRUST							
10.13.26		PI0531	009209	00	10/13/2026	130-3130-431.62-04	PROGRESS PAYMENT	EFT:	9,410.00
							VENDOR TOTAL *	.00	9,410.00
0004985	00	ORRICK & ERSKINE, LLP							
10.13.26		PI0528	009111	00	10/13/2026	130-3130-431.62-04	PROGRESS PAYMENT	EFT:	264.00
							VENDOR TOTAL *	.00	264.00
0005248	00	OTTAWA COOP 48430							
369638		005113		00	10/21/2026	001-3120-431.52-09	DIESEL FUEL	EFT:	764.62
							VENDOR TOTAL *	.00	764.62
0000289	00	VIKING INDUSTRIAL SUPPLY							
11160		005113		00	10/21/2026	001-6120-461.52-01	SUPPLIES	EFT:	1,811.11
							VENDOR TOTAL *	.00	1,811.11
0000366	00	WARDROBE CLEANERS INC.							
10102026STM		005113		00	10/21/2026	001-2120-421.42-02	DRY CLEANING 9/14-10/10	262.50	
							VENDOR TOTAL *	262.50	
							HAND ISSUED TOTAL ***		232.83-
							EFT/EPAY TOTAL ***		800,459.67
							TOTAL EXPENDITURES ****	16,390.17	800,226.84
						GRAND TOTAL **********			816,617.01

COUNCIL ACTION FORM PLANNING CONSENT AGENDA ITEM NO. 1

MEETING DATE: NOVEMBER 2, 2026

STAFF CONTACT: MAGI BREWSTER, COMMUNITY DEVELOPMENT DEPUTY DIRECTOR

Agenda Item: Consider accepting the dedication of right-of-way and easements on the revised final plat for Four Corners Village 1st Plat

Strategic Priority: Quality of Life, Economic Development and Asset and Infrastructure Management

Department: Community Development Department

Background/Description of Item:
The property was rezoned to R-1 (Single-family Residential) District on November 17, 2025 with Ordinance No. 2857 and the revised preliminary plat was approved on May 26, 2026. The revised plat included 209 single family lots and 10 tracts on 75.85 acres.

Phase one of Four Corners Village includes 103 lots and 8 tracts on 39.93 acres. One of the tracts will contain stormwater detention. There are several tracts providing private open space, a trail and benches, and an area with a playground.

Planning Commission Action/Recommendation:
The Planning Commission approved the Four Corners Village final plat and recommended the Governing Body accept the dedication of right-of way and easements as shown on the final plat, provided the following conditions are met:

1. The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording;
2. Development must meet the requirements of Gardner Municipal Code Title 14 Floodplain and Stormwater Management, including, but not limited to, stream corridor preservation and maintenance, peak flow reduction, and stormwater treatment facility provision and maintenance, where applicable. Any violation of these requirements will necessitate plan modifications as needed to conform to stormwater code criteria unless the violation has been approved as a deviation. All stormwater requirements shall be met prior to issuance of any related permits; and
3. Until a second access point is constructed, a maximum of 30 building permits may be issued.

Staff Recommendation:
Staff recommends acceptance of the right-of-way and easements as shown on the final plat for Four Corners Village 1st Plat with the conditions outlined in the Planning Commission Action section above.

Financial Impact:
Excise tax is levied with the act of platting. Any of the subject property that has not been part of a previous final plat is subject to paying the excise tax. The excise tax is based on the square footage of the plat property, subject to exceptions and credits listed in Section 17.04.060 of the Land Development Code.

Other Impacts:
None

Attachments included:
- Planning Commission Draft Meeting Minutes
- Planning Commission Packet

Suggested Motion:
Accept the dedication of right-of-way and easements on the final plat for Four Corners Village 1st Plat. (26-312-02)

Consent Agenda

All matters listed within the Consent Agenda have been distributed to each member of the Planning Commission for study. These items are considered to be routine and will be enacted upon by one motion with no separate discussion. If separate discussion is desired, an item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of the Planning Commission or the applicant.

1. **Standing approval of the minutes as written for the regular meeting on September 28, 2026**
2. **Four Corners, 1st Plat – Final Plat** - generally located at 33080 W 167th St (26-312-02)
3. **Resolution adopting the 2027 Planning Commission/Board of Zoning Appeals meeting schedule**

Motion was made to approve the consent agenda.

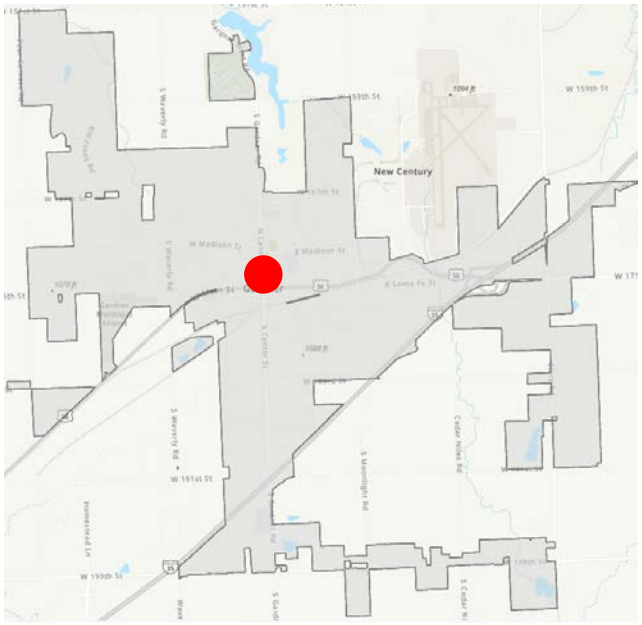
Motion: Commissioner Jueneman
Second: Commissioner O'Lucci
Motion carried unanimously, 7-0.

https://www.youtube.com/watch?v=TyV7okCj23o

DRAFT

Planning Commission Report: FOUR CORNERS VILLAGE 1ST PLAT

PROJECT NUMBER	26-31200002
REQUEST	FINAL PLAT APPROVAL
APPLICANT	PHELPS ENGINEERING
OWNER	KANSAS LD LLC
ADDRESS	33080 W 167TH ST
PARCEL ID	CF221416 4003 & 4008
PLANNER	JESSE HUNTER



Site Location Map

Executive Summary

PRESENT ZONING:	R-1
PRESENT LAND USE:	AGRICULTURE
TOTAL SITE AREA:	39.93 ACRES
EXISTING LOT #:	0
PROPOSED LOT #:	103
PROP BUILDING TYPES:	SINGLE FAMILY
PROP STREET TYPE:	LOCAL AND COLLECTOR - NEIGHBORHOOD



Aerial of Subject Site

Project Description

The final plat includes 103 lots and 8 tracts on 39.93 acres. One of the tracts will contain stormwater detention. In the center of the development is a gas pipeline. There are several tracts providing private open space, a trail and benches, and an area with a playground.

Background/History

The property was rezoned to R-1 (Single-family Residential) District on November 17, 2025 with Ordinance No. 2857 and the revised preliminary plat was approved on May 26, 2026.

The revised plat included 209 single family lots and 10 tracts on 75.85 acres. It was necessary because the lot layout changed to account for an existing gas pipeline that crosses the property at an angle toward the northwest.

Surrounding Zoning and Land Use

Zoning	Use(s)
North of Subject Property	
R-1 (Single Family) District	Vacant
East of Subject Property	
R-1 (Single Family) District RP-1 (Planned Single Family) District	Vacant New Elementary School
South of Subject Property	
RUR (County Rural Residential) District, outside Gardner city limits	Row Crops, Homestead
West of Subject Property	
RUR (County Rural Residential) District, outside Gardner city limits	Row Crops, Homesteads

Utilities / Infrastructure

Electric

Existing electric utilities are located either within or adjacent to the site.

Water

The property is in the Water District 7 service area and will have water provided by them.

Sanitary Sewer

Sanitary sewer will be serviced by Gardner. Gravity lines will flow within the development to the eastern portion of the site, where a sanitary sewer main extension will be made to transport the sanitary sewer to an existing main near Kill Creek Road, and then farther to the east.

Storm Sewer

Storm sewer improvements are provided with the proposed stormwater detention and drainage areas. Tracts D and I will be built to detain stormwater runoff.

Roadway Network & Vehicular Access

The development will be accessed through an internal street network. Initially there will be one access point from W 167th Street. A stub to the east will provide access to Kill Creek Road with the extension of the roadway along the south side of the new elementary school to the east. There are also street stubs to the north and west to allow for further access points and phase two development. W 164th Street and Jubilee Street are considered collector-neighborhood and will have 60 ft of right-of-way. The rest of the internal street network is considered local-neighborhood and will have 50 ft wide right-of-way.

Sidewalks

Sidewalks will be built along both sides of the collector streets, and along one side of the local streets.

Staff Analysis

Final Plat

The first phase for Four Corners Village includes 103 lots with a minimum width of 70', minimum size of 8,000 sq ft. and the Detached House – Suburban building type. Along W 167th Street, additional right-of-way will be dedicated for a total of 60' from the centerline, or one-half of the right-of-way, per Gardner's arterial standards.

A playground area, 8' wide concrete walking trails with two sitting benches, and a field area with soccer goals for sports will be provided in Tracts D, E, and F. The wet-bottom detention pond in Tract D will have fish and around it will be planted with native grasses.

Tracts B and C include landscape buffering between the arterial and the new residential lots. They will be owned and maintained by the Homeowners Association. Landscape buffer areas are not proposed along those portions of the development that are adjacent to other properties.

There were several oil wells that were previously located on the property. The applicant provided the report ensuring the wells were removed/plugged in accordance with the state and local requirements.

The development has two phases divided by the gas pipeline. Phase one includes the southern two-thirds (103 lots) of the development and will include the amenity areas (Tracts D, E, and F) and the stormwater detention basin for phase one (Tract D). Phase one will be accessed from W 167th Street and includes a stub street to the east for future access. There are three stub streets to the north and west that will provide access for phase two.

The Fire Code requires developments of more than 30 units to have at least two points of access. As was stated with the revised preliminary plat, until a second point of access is provided, the number of building permits that may be issued shall be limited to 30. The extension of the collector street to Kill Creek Road will be constructed as part of the new elementary school to the east and once that additional point of access is provided, building permits may be issued for the remaining lots in Phase one. Phase two will include the remaining lots (106 lots) and the stormwater detention basin in the northwest corner of the development (Tract I).

Staff Recommendation

Staff recommends the Planning Commission approve the Four Corners Village final plat and recommend the Governing Body accept the dedication of right-of way and easements as shown on the final plat, provided the following conditions are met:

1. The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording;
2. Development must meet the requirements of Gardner Municipal Code Title 14 Floodplain and Stormwater Management, including, but not limited to, stream corridor preservation and maintenance, peak flow reduction, and stormwater treatment facility provision and maintenance, where applicable. Any violation of these requirements will necessitate plan modifications as needed to conform to stormwater code criteria unless the violation has been approved as a deviation. All stormwater requirements shall be met prior to issuance of any related permits; and
3. Until a second access point is constructed, a maximum of 30 building permits may be issued.

Potential Actions

Per Section 17.03.010 (G) of the Gardner Land Development Code, a review body may take the following actions (or recommend the following when the review body is a recommending body):

1. Approve the application.

2. Approve the application with conditions or modifications.
3. Deny the application.
4. Continue the application to allow further analysis.

The continued application shall not be more than 60 days from the original review without consent of the applicant. No application shall be continued more than once by each review body without consent of the applicant.

Attachments

1. Final Plat

FINAL PLAT OF

FOUR CORNERS VILLAGE, FIRST PLAT

A SUBDIVISION OF LAND IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 22 EAST, IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS



AREAS			AREAS		
PARCEL	AREA (S.F.)	AREA (AC.)	PARCEL	AREA (S.F.)	AREA (AC.)
1	14498.19	0.3328	59	10048.66	0.2307
2	10618.92	0.2438	60	17774.29	0.4080
3	8510.33	0.1954	61	14018.32	0.3218
4	8098.03	0.1859	62	19953.78	0.4581
5	9844.30	0.2260	63	10994.20	0.2524
6	10904.47	0.2503	64	9771.19	0.2243
7	8898.12	0.2043	65	10590.69	0.2431
8	8400.00	0.1928	66	9179.50	0.2107
9	8400.00	0.1928	67	8525.08	0.1957
10	8400.00	0.1928	68	12169.39	0.2794
11	8400.00	0.1928	69	10586.15	0.2430
12	9027.05	0.2072	70	10205.86	0.2343
13	11089.27	0.2546	71	9058.50	0.2080
14	8791.21	0.2018	72	8587.00	0.1971
15	8050.00	0.1848	73	8378.57	0.1923
16	11333.86	0.2602	74	8400.00	0.1928
17	10873.73	0.2496	75	8783.64	0.2016
18	8140.25	0.1869	76	9370.02	0.2151
19	8050.00	0.1848	77	11977.24	0.2750
20	10099.59	0.2319	78	10543.56	0.2420
21	11233.58	0.2579	79	10923.79	0.2508
22	12889.84	0.2959	80	11485.22	0.2637
23	9198.79	0.2112	81	10696.83	0.2456
24	8065.13	0.1851	82	13765.57	0.3160
25	8051.78	0.1848	83	9525.42	0.2187
26	10836.61	0.2488	84	9285.09	0.2132
27	9807.01	0.2251	85	8753.17	0.2009
28	9753.98	0.2239	86	8750.00	0.2009
29	10321.59	0.2370	87	9396.85	0.2157
30	13433.40	0.3084	88	12502.17	0.2870
31	19779.51	0.4541	89	8999.87	0.2066
32	16406.13	0.3766	90	8400.00	0.1928
33	9419.96	0.2163	91	11411.37	0.2620
34	8524.93	0.1957	92	11531.89	0.2647
35	9061.66	0.2080	93	8804.76	0.2021
36	8301.20	0.1906	94	10470.28	0.2404
37	8975.43	0.2060	95	8825.86	0.2026
38	10495.33	0.2409	96	8750.00	0.2009
39	9446.86	0.2169	97	10230.40	0.2349
40	10511.61	0.2413	98	11247.51	0.2582
41	10097.78	0.2318	99	13199.59	0.3030
42	8785.16	0.2017	100	10016.23	0.2299
43	8400.00	0.1928	101	8397.92	0.1928
44	9000.00	0.2066	102	8396.69	0.1928
45	9000.00	0.2066	103	8395.37	0.1927
46	9205.97	0.2113	PLAT	1739761.23	39.9394
47	7544.10	0.1732	ROW	382752.56	8.7868
48	8438.01	0.1937	ROW 167TH ST	53728.63	1.2334
49	8892.05	0.2041	TRACT A	54460.86	1.2502
50	9223.67	0.2117	TRACT B	1976.48	0.0454
51	9768.67	0.2243	TRACT C	19619.62	0.4504
52	13986.38	0.3211	TRACT D	127505.32	2.9271
53	14469.40	0.3322	TRACT E	27606.46	0.6338
54	8817.63	0.2024	TRACT F	16875.41	0.3874
55	8059.40	0.1850	TRACT G	7140.70	0.1639
56	8117.94	0.1864	TRACT H	1256.64	0.0288
57	9261.66	0.2126			
58	9686.16	0.2224			

SCALE: 1"=100'
0' 100' 200'

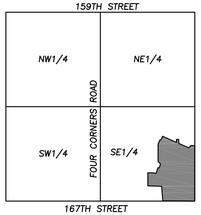
BEARING BASIS: KANSAS STATE PLANE 1983 NORTH ZONE #1501

LEGEND

- ○ DENOTES SET 1/2"x24" REBAR W/PHELPS CORP. CLS-82 PLASTIC CAP
- ● DENOTES FOUND AS DESCRIBED
- U/E DENOTES UTILITY EASEMENT
- B.L. DENOTES BUILDING LINE
- D/E DENOTES DRAINAGE EASEMENT
- L/E DENOTES LANDSCAPE EASEMENT
- SS/E DENOTES SANITARY SEWER EASEMENT
- SW/E DENOTES SIDEWALK EASEMENT
- A/E DENOTES ACCESS EASEMENT

FLOOD NOTE:

THIS PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR JOHNSON COUNTY, KANSAS, COMMUNITY NO. 200159, MAP NO. 20091C0104G, AND DATED AUGUST 3, 2009.



VICINITY MAP
SEC. 16-14-22

SCALE: 1"=2000'

I, Scott G. Chrisman, hereby certify that in October 2026, I or someone under my responsible charge have made a survey of the above described tract of land and the results of said survey are correctly represented on this plat.

SCOTT G. CHRISMAN LICENSED LS-1306 KANSAS LAND SURVEYOR

BY: _____
SCOTT G. CHRISMAN, KS. LS-1306

DESCRIPTION

This description was prepared by Phelps Engineering, Inc., KS CLS-82 on June 23, 2026, for Project No. 251265. All that part of the Southeast Quarter of Section 16, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, being more particularly described as follows:

Beginning at the Southeast corner of the Southeast Quarter of said Section 16; thence S 88°30'20" W, along the South line of the Southeast Quarter of said Section 16, a distance of 892.61 feet; thence N 7°07'37" W, a distance of 228.00 feet; thence N 5°05'49" W, a distance of 185.05 feet; thence N 89°54'26" W, a distance of 390.30 feet to a point on the West line of the East One-half of the Southeast Quarter of said Section 16; thence N 1°46'27" W, along the West line of the East One-half of the Southeast Quarter of said Section 16, a distance of 367.99 feet; thence S 88°24'08" E, a distance of 182.01 feet; thence S 76°38'37" E, a distance of 57.41 feet; thence N 13°32'46" E, a distance of 169.81 feet; thence N 13°32'46" E, a distance of 43.93 feet; thence N 76°27'14" E, a distance of 120.00 feet; thence N 46°17'10" W, a distance of 94.23 feet; thence N 13°32'46" E, a distance of 130.28 feet; thence S 67°31'03" E, a distance of 27.85 feet; thence N 22°28'57" E, a distance of 119.92 feet; thence S 67°35'45" E, a distance of 424.95 feet; thence N 5°06'51" W, a distance of 86.30 feet; thence N 84°53'09" E, a distance of 60.00 feet; thence S 5°06'51" E, a distance of 117.36 feet; thence S 67°29'46" E, a distance of 295.10 feet; thence Northeasterly on a curve to the right, said curve having an initial tangent bearing of N 48°04'15" E and a radius of 280.00 feet, an arc distance of 68.01 feet; thence N 22°53'26" W, a distance of 15.00 feet; thence N 67°06'34" E, a distance of 50.00 feet; thence S 22°53'26" E, a distance of 15.00 feet; thence Easterly on a curve to the right, said curve having an initial tangent bearing of N 72°13'55" E and a radius of 280.00 feet, an arc distance of 78.70 feet to a point on the East line of the Southeast Quarter of said Section 16; thence S 1°39'53" E, along the East line of the Southeast Quarter of said Section 16, a distance of 1555.98 feet, to the Point of Beginning, containing 39.9394 acres, more or less, unplatted land.

DEDICATION

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "FOUR CORNERS VILLAGE, FIRST PLAT".

The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietors hereby absolve and agree to indemnify the City of Gardner from any expense incident to the relocation of any such existing utility installations within said prior easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, gas, poles, wires, ducts and cable, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E", is hereby granted to the City with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of surface drainage facilities and similar facilities, upon, over and under these areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

An easement or license to lay, construct, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, over and through those areas designated as "Sanitary Sewer Easement" or "SS/E" on this plat, together with the right of ingress and egress over and through adjoining land as may be reasonably necessary to access said easement and is hereby dedicated to the City of Gardner, Johnson County, Kansas or their assigns.

A perpetual access easement upon, over, across under and through the areas outlined and designated on this plat as "Access Easement" or "A/E" is hereby granted to the adjacent property owner and the City of Gardner, Kansas, for the purpose of a future access and appurtenant work for future driveway or street connection, including the right to construct, use, maintain, repair, reconstruct or expand such facility within the easement area. Access Easements shall be kept clear of obstructions that would interfere with the use or maintenance of future driveway or street within the easement.

Tracts "A", "B", "C", "D", "E", "F" and "G" are to be used and dedicated as stormwater detention, private open space, common areas and may include landscaping, fencing, subdivision monuments, storm water detention and storm water treatment facilities and amenities and to be owned and maintained by the Homes Association.

Tract "H" shall be dedicated as public right-of-way and to be owned and maintenance of private improvements such as landscaping, monumentation, etc... by the Homes Association.

Maintenance of Tract(s) Tracts "A", "B", "C", "D", "E", "F", "G" and "H" shall be the responsibility of the Four Corners Village Homeowners Association (hereafter "HOA"). Such maintenance shall be in compliance with the property maintenance requirements as outlined in the Gardner Municipal Code. Membership in the HOA shall be mandatory for each owner and their future heirs and successors of property as shown on the plat. In the event that the HOA is not lawfully existing or fails to maintain these tracts, then maintenance shall be the responsibility of all owners of lots as shown on the preliminary/master subdivision plat.

CONSENT TO LEVY

The undersigned proprietors of the above described land hereby consent and agree that the Board of County Commissioners of Johnson County, Kansas and the City of Gardner, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessments, and that the amount of the unpaid special assessments on such land dedicated shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated public ways or thoroughfares.

EXECUTION

IN TESTIMONY WHEREOF, undersigned proprietors has caused this instrument to be executed on this _____ day of _____, 20___

Kansas LD, LLC, a Kansas limited liability company

By: _____
Greg Bantle, Authorized Signatory

ACKNOWLEDGEMENT

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this _____ day of _____ , 20_____ , before me, the undersigned, a Notary Public in and for said County and State, came Greg Bantle, Authorized Signatory of Kansas LD, LLC, a Kansas limited liability company, who is personally known to me to be such person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of the same.

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

Notary Public: _____ My Appointment Expires: _____

Print Name: _____

APPROVALS

APPROVED BY: the Planning Commission of the City of Gardner, Johnson County, Kansas, this ___ day of _____ , 20___ .

_____
Chairman:

APPROVED BY: the Governing Body of the City of Gardner, Johnson County, Kansas, this ___ day of _____ , 20___ .

_____ Attest_____
Mayor: Todd Winters City Clerk: Renee Rich

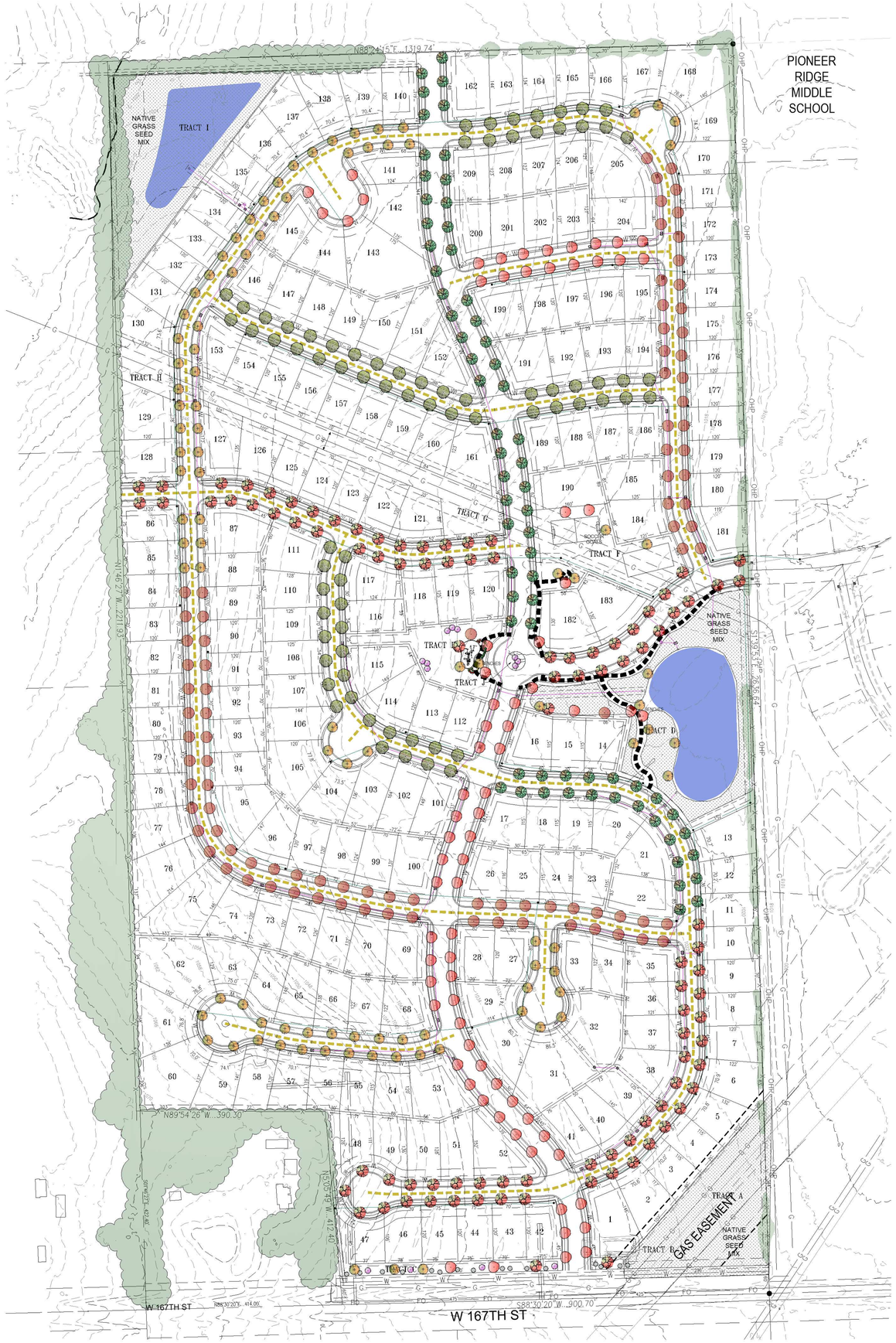
PHELPS ENGINEERING, INC
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1166

PLANNING ENGINEERING IMPLEMENTATION

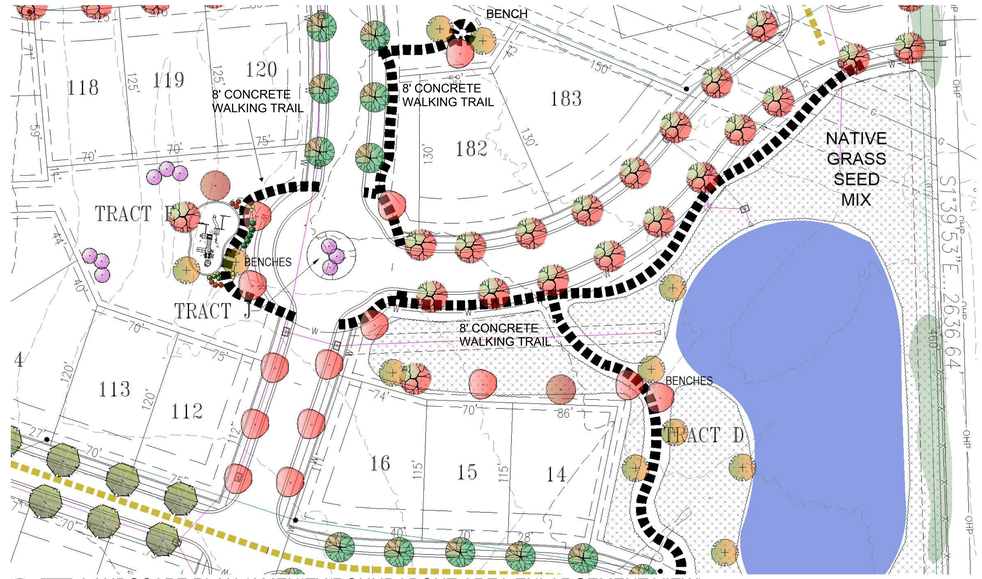
CERTIFICATE OF AUTHORIZATION KANSAS LAND SURVEYING – LS-82 ENGINEERING – E-391

CERTIFICATE OF AUTHORIZATION MISSOURI LAND SURVEYING-2007001128 ENGINEERING-2007005008

Error Closure: 0.004669' North: 0.0024276' East: 0.003984' Perimeter: 6265.793' Precision 1:1341908



1 LANDSCAPE PLAN (OVERALL SITE)
SCALE: 1"=100'-0"



2 LANDSCAPE PLAN (AMENITY/ROUNDABOUT AREA ENLARGEMENT VIEW)
SCALE: 1"=50'-0"

Landscape Schedule

Symbol	Qty.	%	Botanical Name	Common Name	Min.Root	Min.Size	Caliper	Remarks
OVERSTORY TREES								
	93	18	Platanus x acerifolia	London Plane Tree			2"	6' min. clear., ground to canopy
	92	19	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Maple			2"	6' min. clear., ground to canopy
	95	19	Quercus rubra	Northern Red Oak			2"	6' min. clear., ground to canopy
	75	16	Gleditsia triacanthas 'Skyline'	Shademaster Honeylocust			2"	6' min. clear., ground to canopy
	68	14	Nyssa sylvatica	Black Tupelo			2"	6' min. clear., ground to canopy
	74	14	Acer x truncatum 'Warrenred'	Pacific Sunset Maple			2"	6' min. clear., ground to canopy
	497	100	TOTAL SHADE TREES ON SITE					
ORNAMENTAL TREES								
	7		Cercis canadensis	Eastern Redbud			1.5"	
EVERGREEN TREES								
	16		Juniper chinensis	Eastern Red Cedar		6' ht.		symmetrical pyramidal form
DECIDUOUS SHRUBS								
	4		Spiraea japonica	Double Play Candy Corn Spirea	3 gal.			
	6		Hydrangea paniculata 'Quick Fire'	Little Quick Fire Hydrangea	3 gal.			Plant @ 4' O.C.
EVERGREEN SHRUBS								
	5		Juniperus chinensis 'Sea Green'	Sea Green Juniper	3 gal.			Plant @ 4' O.C.
	4		Juniperus chinensis 'Gold Coast'	Gold Coast Juniper	3 gal.			Plant @ 4' O.C.
NATIVE GRASS SEED MIX								
			NATIVE GRASS SEED MIX (Dry Areas): Little Bluestem, Big Bluestem, Sideoats Grama, Virginia Wild Rye, Indiangrass, Western Wheat. Apply at 18 lbs per acre.					

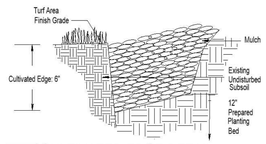
Playstructure/Bench Character Image





Table 8-3: Tree Diversity

Required Trees	*Diversity*
5 – 10	At least 2 genus No more than 50% of any one species
11 – 20	At least 3 genus; AND At least 5 species No more than 33% of any one species
21 – 50	At least 3 genus; AND At least 5 species No more than 20% of any one species



3 CULTIVATED EDGE DETAIL
SCALE: NTS

Landscape Calculations

Street Trees: One tree per 50 feet of public or private street frontage, with at least 3 genus and at least 5 species.
REQUIREMENT MET.

Planting Notes

1. Location of all existing utilities needs to be done before commencing work.
2. The planting plan graphically illustrates overall plant massings. Each plant species massing shall be placed in the field to utilize the greatest coverage of ground plane. The following applies for individual plantings:
a. Creeping groundcover shall be a minimum of 6" from paving edge.
b. All trees shall be a minimum of 3' from paving edge.
c. All plants of the same species shall be equally spaced apart and placed for best aesthetic viewing.
d. All shrubs shall be a minimum of 2' from paved edge.
3. Mulch all planting bed areas to a minimum depth of 3". Mulch individual trees to a minimum depth of 4".
4. Note: If plants are not labeled - they are existing and shall remain.
5. In the event of work in or on a JCW sanitary main, any trees or plantings placed within the sewer easement may be removed without replacement or compensation there-of and shall be replaced by the property owner as required by the City
6. All landscaped areas in ROW shall be sodded and irrigated unless otherwise specified.

Materials:
1. Plant material shall be healthy, vigorous, and free of disease and insects as per AAN standards.
2. Shredded bark mulch installed at trees shall be finely chipped and shredded hardwood chips, consisting of pure wood products and free of all other foreign substances. Pine bark compost mulch installed at planting bed areas shall be free of all other foreign substances.

Installation:
1. All planting beds shall be amended with 1 cubic yard of peat moss per 1,000 square feet. Till peat moss into soil to a 6" depth. A 10-10-10 fertilizer shall be spread over all planting areas prior to planting, at a rate of 50 pounds per 2,000 square feet.
2. After plants have been installed, all planting beds shall be treated with Dacthal pre-emergent herbicide prior to mulch application.
3. Plant pit backfill for trees and shrubs shall be 50% peat or well composted manure and 50% topsoil.
4. Plant material shall be maintained and guaranteed for a period of one year after Owner's acceptance of finished job. All dead or damaged plant material shall be replaced at Landscape Contractor's expense.
6. Landscape contractor shall maintain all plant material until final acceptance, at which point the one year guarantee begins.

TREE PLANTING NOTES:
1) DO NOT HEAVILY PRUNE THE TREE. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, & BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS & LATERAL BRANCHES MAY BE PRUNED. DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN

2) MARK THE NORTH SIDE OF THE TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHENEVER POSSIBLE

3) SET TOP OF ROOT BALL 1-2 INCHES HIGHER THAN SURROUNDING GRADE

4) APPLY 4"THK WOOD MULCH, DO NOT PLACE MULCH IN DIRECT CONTACT w/ TREE TRUNK

5) EACH TREE MUST BE PLANTED SUCH THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. TREES WHERE THE FLARE IS NOT VISIBLE SHALL BE REJECTED. DO NOT COVER THE TOP OF THE ROOT BALL w/ SOIL

6) REMOVE ALL TWINE, ROPE, WIRE AND BURLAP FROM THE UPPER 1/3 OF ROOT BALL (REMOVE WIRE BASKETS)

7) PLACE ALL ROOT BALLS ON UN-EXCAVATED OR TAMPED SOIL, TYP

STAKING REQUIREMENTS:
1) WIRE / CABLE SHALL BE GALV. 12-GAUGE

2) TIGHTEN WIRE / CABLE ONLY ENOUGH TO KEEP FROM SLIPPING, ALLOW FOR SOME TRUNK MOVEMENT PLASTIC HOSE SHALL BE LONG ENOUGH TO ACCOM-MODATE 1½" OF GROWTH

3) STAKES SHALL BE 2"x 2" HARDWOOD OR EQUAL

PERENNIAL PLANTING NOTES:
1) APPLY 2"THK BED OF MULCH ON PERENNIAL PLANT BED, DO NOT COVER PLANTS

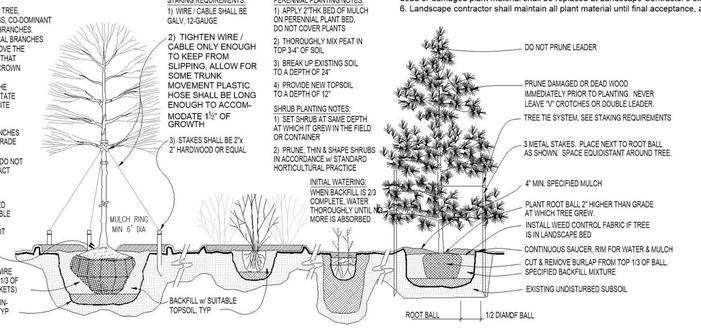
2) THOROUGHLY MIX PEAT IN TOP 3-4" OF SOIL

3) BREAK UP EXISTING SOIL TO A DEPTH OF 24"

4) PROVIDE NEW TOPSOIL TO A DEPTH OF 12"

SHRUB PLANTING NOTES:
1) SET SHRUB AT SAME DEPTH AT WHICH IT GREW IN THE FIELD OR CONTAINER

2) PRUNE, THIN & SHAPE SHRUBS IN ACCORDANCE w/ STANDARD HORTICULTURAL PRACTICE



4 PLANTING INSTALLATION DETAILS
SCALE: NTS

MEIER
LANDSCAPE ARCHITECTURE
15245 Metcalf Ave.
Overland Park, KS 66223
913.787.2817

JASON M. MEIER LICENSED KANSAS LANDSCAPE ARCHITECT 687

CLIENT
The Calara Group
5750 W 95th Street,
Suite 134,
Overland Park, KS 66207

PROJECT
Four Corners Village
33080 W 167th Street
Gardner, KS 66030

Kansas 811

SCALE: 1"=100' NORTH
0 100 200 300

Date: 10.13.2026
Project #: 1184
Landscape Plan

L1

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 1

MEETING DATE: NOVEMBER 2, 2026

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider passing an ordinance authorizing the City to issue its industrial revenue bonds (taxable under federal law), for the purpose of acquiring, constructing, equipping, and furnishing an industrial facility, and authorizing the execution of certain documents in connection with the issuance of the bonds (Panattoni Lot 1 – Building 1 Project)

Strategic Priority: Promote Economic Development

Department: Finance

Staff Recommendation:
Staff recommends passing an ordinance authorizing the City to issue IRBs in the principal amount not to exceed $34,000,000 for the purpose of financing the acquisition, construction, equipping and furnishing of an industrial facility, and authorizing the execution of certain documents in connection with the issuance of the bonds.

Background/Description:
On January 21, 2025, the City Council approved Resolution No. 2158, stating the City's intent to issue up to $365,000,000 taxable industrial revenue bonds (IRBs) for the purpose of financing the acquisition, construction, equipping and furnishing of approximately eight "Class A" warehouse, distribution, light manufacturing, and office facilities on approximately 183 acres northeast of West 175th Street and South Clare Road.

On May 18, 2026, the City Council approved Resolution No. 2192, stating the City's intent to issue up to $34,000,000 in IRBs for the first building of the master project consisting of an approximately 469,128 square foot industrial/flex facility.

Council's act of passing this ordinance authorizes both the issuance of the IRBs for the Building 1 Project and the execution of the associated documents necessary to complete the issuance of the IRBs. These documents are attached for Council's review, but do not require separate action.

Financial Impact:
The bonds shall not be a general obligation of the City. Per the terms of the PILOT Agreement between the City and Company, there is a property tax abatement for 10 years on the project and payments in lieu of taxes will be made according to the annual PILOT schedule approved by Resolution No. 2192.

Attachments Included:

- Ordinance No. 2899 (requiring Council action)

For review only (no separate Council action required)

- Trust Indenture
- Base Lease Agreement
- Lease Agreement

- Bond Purchase Agreement
- PILOT Agreement

Suggested Motion:
Adopt Ordinance No. 2899, an ordinance authorizing the City of Gardner, Kansas, to issue its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (Panattoni Lot 1 – Building 1 Project), in the principal amount not to exceed $34,000,000 for the purpose of acquiring, constructing, equipping, and furnishing an industrial facility, and authorizing the execution of certain documents in connection with the issuance of the bonds.

ORDINANCE NO. 2899

AN ORDINANCE AUTHORIZING THE CITY OF GARDNER, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS (TAXABLE UNDER FEDERAL LAW), SERIES 2026 (PANATTONI LOT 1 – BUILDING 1 PROJECT), IN THE PRINCIPAL AMOUNT NOT TO EXCEED $34,000,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, AND FURNISHING AN INDUSTRIAL FACILITY, AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Gardner, Kansas (the "City") is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities;

WHEREAS, on January 21, 2025, the Governing Body of the City adopted Resolution No. 2158 (the "Master Resolution of Intent"), expressing its intent to issue up to $365,000,000 principal amount of taxable industrial revenue bonds under the Act in one or more series for the purpose of financing the cost of acquiring, constructing, equipping, and furnishing approximately eight "Class A" warehouse, distribution, light manufacturing, and office facilities, including real estate, buildings, improvements, and equipment (collectively, the "Master Project"), for the benefit of Crossroads Commerce Center, LLC, a Kansas limited liability company ("Crossroads Commerce Center");

WHEREAS, Crossroads Commerce Center assigned a portion of its rights and interest under the Master Resolution of Intent to its affiliate, Crossroads Commerce Industrial, LLC, a Delaware limited liability company ("Crossroads Commerce Industrial", and together with Crossroads Commerce Center, collectively, the "Company"), pursuant to an Assignment & Assumption of Master Resolution of Intent, in accordance with the terms of the Master Resolution of Intent;

WHEREAS, pursuant to Resolution No. 2192 of the City adopted on May 18, 2026, the City expressed its intent to issue its taxable industrial revenue bonds in the principal amount not to exceed $34,000,000 for the purpose of financing the cost of acquiring, constructing, equipping, and furnishing an approximately 469,128 square foot industrial/flex facility, including land, buildings, improvements, and equipment (the "Improvements") on certain property generally located at the northeast corner of 175th Street and South Clare Road within the City (the "Project Site", and together with the Improvements, collectively, the "Project"), as part of the Master Project, and to grant an abatement from ad valorem real estate taxes in accordance with the terms and subject to the execution of a Payment in Lieu of Tax Agreement (Panattoni Lot 1 – Building 1 Project) by and among the Company and the City (the "PILOT Agreement"), all in accordance with the Act;

WHEREAS, the Governing Body of the City has found and does find and determine that it is desirable in order to promote, stimulate, and develop the general economic welfare and prosperity of the City and the State of Kansas that the City issue its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (Panattoni Lot 1 – Building 1 Project), in the principal amount not to exceed $34,000,000 (the "Bonds"), for the purpose of paying the costs of acquiring, constructing, equipping, and furnishing the Project as more fully described in the Indenture, the Base Lease, and the Lease hereinafter authorized and defined, and authorizing the City to lease the Project to the Company; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds to execute and deliver: (i) a Trust Indenture (the "Indenture"), with BOKF, N.A., Kansas City, Missouri, as trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Bonds; (ii) a Base Lease Agreement (the "Base Lease"), pursuant to which the City will lease the Project from the Company; (iii) a Lease (the "Lease"), pursuant to which the City will lease back the Project to the Company, in consideration of rentals which are intended to be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Bonds as the same become due; (iv) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Bonds by the City to Crossroads Commerce Industrial; and (v) the PILOT Agreement (the Indenture, the Base Lease, the Lease, the Bond Purchase Agreement, and the PILOT Agreement are referred to collectively herein as the "Bond Documents");

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS, AS FOLLOWS:

SECTION 1. Authority to Cause the Project to be Acquired, Constructed, Equipped, and Furnished. The City is hereby authorized to cause the Project to be acquired, constructed, equipped, and furnished all in the manner and as more particularly described in the Indenture, the Base Lease, and the Lease hereinafter authorized.

SECTION 2. Authorization of and Security for the Bonds. The City is hereby authorized and directed to issue the Bonds in the principal amount not to exceed $34,000,000 for the purpose of providing funds to pay the costs of acquiring, constructing, equipping, and furnishing the Project. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants, and agreements set forth in the Indenture. The Bonds shall be special limited obligations of the City payable solely from the trust estate established under the Indenture, including revenues from the lease of the Project. The Bonds shall not be general obligations of the City, nor constitute a pledge of the full faith and credit of the City and shall not be payable in any manner by taxation.

SECTION 3. Execution of Bonds and Bond Documents. The Mayor or acting Mayor of the City is hereby authorized and directed to execute the Bonds and deliver them to the Trustee for authentication on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor or acting Mayor is further authorized and directed to execute and deliver the Bond Documents on behalf of and as the act and deed of the City, in substantially the forms on file in the office of the City Clerk, with such corrections or amendments thereto as the Mayor

or acting Mayor may approve, which approval shall be evidenced by the Mayor's execution thereof, and to execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. The City Clerk of the City is hereby authorized and directed to attest the execution of the Bonds, the Bond Documents and such other documents, certificates, and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the City's official seal.

SECTION 4. Tax Exemption; Payment in Lieu of Taxes. The City hereby determines that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Bonds is subject to exemption from ad valorem property taxes for ten years commencing the year following the year in which the Bonds are issued, provided proper application is made therefor to the Kansas Board of Tax Appeals. The City further determines that the Project shall be exempt from such taxes for ten years, commencing in the year after the Bonds are issued, subject to an annual payment in lieu of taxes and other terms and conditions of the PILOT Agreement. In making such determination the governing body of the City has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Company is responsible for preparing such application and providing the same to the City for its review and submission.

SECTION 5. Pledge of the Project and Net Earnings. The City hereby pledges the City's leasehold interest in the Project and the net earnings generated under the Lease to the payment of the Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Bonds shall be deemed to be paid within the meaning of the Indenture.

SECTION 6. Further Authority. The officials, officers, agents and employees of the City and Kutak Rock LLP, the City's Bond Counsel, are hereby authorized and directed to take such action, expend such funds and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the City with respect to the Bonds and the Bond Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

SECTION 7. Effective Date. This Ordinance shall take effect from and after its passage by the Governing Body of the City, approval by the Mayor, and publication once in the official newspaper of the City.

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PASSED by the Governing Body of the City of Gardner, Kansas, on November 2, 2026.

APPROVED by the Mayor on November 2, 2026.

CITY OF GARDNER, KANSAS

_____

Mayor

(Seal)

ATTEST:

_____

City Clerk

CITY OF GARDNER, KANSAS

AS ISSUER

AND

BOKF, N.A.,
KANSAS CITY, MISSOURI

AS TRUSTEE

TRUST INDENTURE

DATED AS OF NOVEMBER 1, 2026

NOT TO EXCEED $34,000,000
INDUSTRIAL REVENUE BONDS
(TAXABLE UNDER FEDERAL LAW)
SERIES 2026
(PANATTONI LOT 1 – BUILDING 1 PROJECT)

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TRUST INDENTURE

THIS TRUST INDENTURE, dated as of November 1, 2026 (the "Indenture"), between the **CITY OF GARDNER, KANSAS** (the "Issuer"), and **BOKF, N.A.** (the "Trustee");

WITNESSETH:

WHEREAS, the Issuer is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, and to enter into leases and lease-purchase agreements with any person, firm or corporation for said facilities and to issue revenue bonds for the purpose of paying the cost of any such facilities; and

WHEREAS, pursuant to the Act, the Issuer's governing body has passed an ordinance authorizing the Issuer to issue its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (Panattoni Lot 1 – Building 1 Project), in the principal amount not to exceed $34,000,000 (the "Series 2026 Bonds"), for the purpose of financing the cost of acquiring, constructing, equipping, and furnishing an approximately 469,128 square foot industrial/flex facility, including land, buildings, improvements, and equipment and the Master Site Work Project (collectively, the "Project"), generally located at the northeast corner of 175th Street and South Clare Road within the City, and to lease the Project to Crossroads Commerce Industrial, LLC, a Delaware limited liability company ("Crossroads Commerce Industrial") and Crossroads Commerce Center, LLC, a Kansas limited liability company ("Crossroads Commerce Center" and together with Crossroads Commerce Industrial individually and collectively, as the context requires, the "Company"); and

WHEREAS, pursuant to such ordinance, the Issuer is authorized (i) to execute and deliver this Indenture for the purpose of issuing and securing the Series 2026 Bonds and any Additional Bonds (collectively the "Bonds"), as hereinafter provided, (ii) to enter into a Base Lease Agreement of even date herewith (the "Base Lease") to lease from the Company certain real property (the "Land") on which the Improvements are or will be located (the Improvements and the Land, collectively, the "Project") and (iii) to enter into a Lease of even date herewith (the "Lease"), among the Issuer and the Company, pursuant to which the Issuer shall lease back the Project to the Company, in consideration of rentals which are intended to be sufficient to provide for the payment of the principal of and interest on the Series 2026 Bonds as the same become due; and

WHEREAS, all things necessary to make the Series 2026 Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding limited obligations of the Issuer, and to make this Indenture a valid and legally binding pledge and assignment of the Trust Estate (as defined herein) created in this Indenture made for the security of the payment of the principal of and interest on the Bonds issued under this Indenture, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Series 2026 Bonds, subject to these terms, 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 created in this Indenture, the purchase and acceptance of the Series 2026 Bonds by the Original Purchaser, and of other good and valuable consideration, the receipt of which is 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 in this Indenture and in the Bonds contained, does pledge and assign unto the Trustee and its successors and assigns, the property described in paragraphs (a), (b) and (c) below (said property being referred to as the "Trust Estate"), to wit:

(a) The Issuer's leasehold interest in the real property situated in Johnson County, Kansas, described in *Schedule I* attached, and constituting the Land (as defined herein), with all Improvements (as defined in this Indenture) now or hereafter located thereon, to the extent and subject to the limitations provided in the Lease;

(b) All right, title and interest of the Issuer in, to and under the Base Lease and the Lease (except the Unassigned Issuer Rights), and all rents, revenues and receipts derived by the Issuer from the Project including, without limitation, all Basic Rent derived by the Issuer under and pursuant to and subject to the provisions of the Lease; provided that the pledge and assignment made shall not impair or diminish the obligations of the Issuer under the provisions of the Lease; and

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

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

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions set forth in this Indenture, for the equal and proportionate benefit, protection and security of all 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 shall pay, or cause to be paid, the principal of and interest on all the Bonds, at the times and in the manner mentioned in the Bonds according to the true intent and meaning thereof, or shall provide for the payment of (as provided in Article XIII of this Indenture), and shall pay or cause to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions of this Indenture,

then upon such final payments this Indenture and the rights hereby granted shall cease, terminate, and be void; otherwise, this Indenture shall be and remain in full force and effect.

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

ARTICLE I
DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to the words and terms defined elsewhere in this Indenture, the capitalized words and terms used in this Indenture and in the Lease shall have the meanings assigned in the Glossary attached hereto as *Appendix B*, unless some other meaning is plainly intended.

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

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

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

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

ARTICLE II
THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as "City of Gardner, Kansas, Industrial Revenue Bonds (Taxable

Under Federal Law), Series 2026 (Panattoni Lot 1 – Building 1 Project)," with such other appropriate particular designation added to or incorporated in such title for the Bonds of any particular series of Additional Bonds as the Issuer may determine. The total principal amount of bonds that may be issued hereunder is expressly limited to an amount not to exceed $34,000,000 principal amount of the Series 2026 Bonds and any Additional Bonds permitted under the terms of this Indenture.

Section 202. Limited Nature of Obligations.

(a) The Bonds and the interest thereon shall be limited obligations of the Issuer payable solely and only from the net earnings and revenues derived by the Issuer from the Project, including but not limited to the rents, revenues and receipts under the Lease (including, in certain circumstances, Bond proceeds and income from the temporary investment thereof), and proceeds from the sale of the Issuer's leasehold interest in the Project and insurance and condemnation awards, and are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Bondowners, as provided in this Indenture. The Bonds and the interest thereon shall not be a debt or general obligation of the Issuer or the State, or any municipal corporation thereof, and neither the Bonds, the interest, nor any judgment on or with respect to the Bonds, are payable in any manner from tax revenues of any kind or character. The Bonds shall not constitute an indebtedness or a pledge of the faith and credit of the Issuer, the State or any municipal corporation of the State, within the meaning of any constitutional or statutory limitation or restriction.

(b) No provision, covenant or agreement contained in this Indenture or the Bonds, or any obligation in this Indenture or 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 or powers of taxation. 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 therefrom as provided above. Neither the officers of the Issuer nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance of the Bonds.

Section 203. Denomination, Numbering and Dating of Bonds.

(a) The Bonds shall be fully registered bonds in the Authorized Denominations, not exceeding the principal amount of the Bonds maturing on any Principal Payment Date. The Bonds shall be substantially in the form set forth in Article IV of this Indenture. The Bonds of each series of Bonds shall be numbered in such manner as the Trustee shall determine.

(b) The Bonds of each series of Bonds shall be dated as provided in this Indenture or the Supplemental Indenture authorizing the issuance of such series of Bonds. The Bonds shall bear interest from their effective date of registration. The effective date of registration shall be the Interest Payment Date next preceding the date of authentication thereof by the Trustee, unless such date of authentication shall be an Interest Payment Date, in which case the effective date of registration shall be as of such date of authentication, or unless the date of authentication shall be prior to the first Interest Payment Date for such series of Bonds, in which case the effective date of registration shall be the Dated Date of such series of Bonds; provided, however, that if payment of the interest on any Bonds of any series shall be in default at the time of authentication of any

Bond certificates issued in lieu of Bonds surrendered for transfer or exchange, the effective date of registration shall be as of the date to which interest has been paid in full on the Bonds surrendered.

Section 204. Method and Place of Payment of Bonds. Payment of the principal and interest on each Bond shall be made by the Trustee on each Principal Payment Date or Interest Payment Date as of the Record Date, as applicable, to the person appearing on the registration books of the Issuer maintained by the Trustee as the Registered Owner by check or draft mailed to such Registered Owner at the address appearing on such registration books. Final payment of principal on all Bonds shall be made by check or draft upon the presentation and surrender of the certificate(s) representing such Bonds at the stated maturity or earlier required redemption of the Bonds at the corporate trust office of the Paying Agent or at such other office designated by the Paying Agent. Notwithstanding the foregoing, the principal, redemption price of, and the interest on the Bonds is payable by electronic transfer in immediately available federal funds pursuant to written instructions from any Registered Owner provided by the Registered Owner to the Paying Agent not less than 5 days prior to the Record Date for such interest, which instructions shall include the name of the receiving bank (which shall be in the continental United States), its address, ABA routing number and the name, number and contact name related to such Registered Owner's account at such bank and shall also acknowledge a wire transfer fee payable by such Registered Owner. In addition, as provided in the Lease, the Bonds may be paid or deemed to be paid by presentation of the Bonds to the Trustee for cancellation, or in such other manner as provided by the Trustee.

Section 205. Execution and Authentication of Bonds.

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

(b) The Bonds shall have an endorsed Certificate of Authentication substantially in the form set forth in Article IV of this Indenture, 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. Such executed Certificate of Authentication upon any Bond certificate shall be conclusive evidence that the Bonds described in such Bond certificate have been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond certificate 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 Bond certificates that may be delivered under this Indenture at any one time.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Series 2026 Bonds may only be transferred (1) to the Issuer or the Original Purchaser, (2) with the written consent of the Issuer pursuant to a registration statement which has been declared effective under the 1933 Act, or (3) with the written consent of the Issuer to institutional "accredited investors" as defined in Rule 501(a) under the 1933 Act, or QIBs. By its acceptance of a Series 2026 Bond, each transferee of a Series 2026 Bond (except for the Issuer and the Original Purchaser) will be deemed to (1) have represented that the Series 2026 Bonds are being acquired for investment and not with a view to distribution and (a) it is an institutional accredited investor or a fiduciary or agent (other than a United States bank or savings and loan association) that is acting on behalf of an institutional accredited investor, or (b) it is a QIB acting on behalf of itself or another QIB (and, if it is a QIB, acknowledges that it is aware that the seller may rely on an exemption from the provisions of Section 5 of the 1933 Act pursuant to Rule 144A), and (2) have agreed that any resale of the Series 2026 Bonds will be made only in a transaction exempt from registration under the 1933 Act and only to an institutional accredited investor or to a QIB in a transaction made pursuant to Rule 144A under the 1933 Act, to the Issuer or the Original Purchaser or pursuant to an effective registration statement filed under the 1933 Act or pursuant to another available exemption from registration under the 1933 Act. The Series 2026 Bonds will bear a legend containing substantially the information set forth in this paragraph.

(b) The Trustee, the Issuer and the Original Purchaser shall have the right, prior to any offer, sale or transfer of the Series 2026 Bonds other than to the Issuer or the Original Purchaser, to require the delivery of an opinion of counsel, certifications or other information satisfactory to each of them with respect to the lawfulness of such offer, sale or transfer.

(c) Bonds may be transferred only upon the books maintained by the Trustee for the registration and transfer of Bonds upon surrender of the certificate(s) representing such Bonds to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Bondowner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the Issuer shall execute and the Trustee shall authenticate and deliver in exchange for such Bonds new Bond Certificate(s), registered in the name of the transferee, of any Authorized Denominations in an aggregate principal amount equal to the principal amount of such Bonds, of the same series and maturity and bearing interest at the same rate. In the event that any Bondowner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Bondowner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code of 1986, as amended, such amount may be deducted by the Paying Agent from amounts otherwise payable to any Bondowner.

(d) In all cases in which Bonds shall be exchanged or transferred hereunder, the Issuer shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bond certificates in accordance with the provisions of this Indenture. All Bond certificates surrendered in any such exchange or transfer shall immediately be canceled by the Trustee. The Issuer or the Trustee may make a charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid by the Bondowner before any such new Bond certificate shall be delivered. Neither the Issuer nor the Trustee shall be required to make any such exchange

or transfer of Bonds on or after the Record Date preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion of the Bonds has been selected for redemption.

(e) All of the duties of the Trustee set forth in this Section 206 may be performed by any co-trustee or co-paying agent appointed by the Trustee, to the extent specified in the instrument appointing such co-trustee or co-paying agent.

(f) The Issuer and the Trustee consent to the Mortgage and the pledge of the Bonds to the Lender.

Section 207. Persons Deemed Owners of Bonds. The person in whose name any Bond shall be registered as shown on the registration books required to be maintained by the Trustee by this Article shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of, or on account of the principal of and interest on, any such Bond shall be made only to or upon the order of such Registered Owner or a duly constituted 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.

Section 208. Authorization of Series 2026 Bonds.

(a) There shall be initially issued and secured pursuant to this Indenture a series of Bonds in the principal amount not to exceed $34,000,000 for the purpose of providing funds to pay Project Costs, which series of Bonds shall be designated the "City of Gardner, Kansas, Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (Panattoni Lot 1 – Building 1 Project)." The Series 2026 Bonds shall be dated the Dated Date, shall become due on the Principal Payment Date and in the principal amount (subject to prior redemption as provided in Article III of this Indenture) and shall bear interest from their Dated Date or the Interest Payment Date to which interest has been paid, which interest shall accrue on the Outstanding principal amount of the Series 2026 Bonds as shown on *Schedule A* to the Series 2026 Bond at the Interest Rate and shall mature on the Maturity Date. The Series 2026 Bonds shall be issued as a single bond up to the maximum principal amount authorized for the Bonds.

The Trustee shall, and is hereby irrevocably authorized by the Issuer, to endorse *Schedule A* to the Series 2026 Bond to evidence the funding of proceeds from the sale of the Series 2026 Bonds and the payment of principal of and interest on the Series 2026 Bonds, and each such notation and the principal amount shown on *Schedule A* shall be conclusive of the outstanding principal amount owing with respect to such Series 2026 Bonds, in the absence of manifest error; provided, however, that the Issuer's obligations shall not be affected by any failure to endorse *Schedule A* correctly or at all.

(b) Interest on the Bonds shall be payable to the Owners on each Interest Payment Date in accordance with the provisions of Article II of this Indenture.

(c) The Trustee is designated as the Issuer's Paying Agent for the payment of the principal of and interest on the Series 2026 Bonds. The Trustee may appoint one or more financial institutions to act as co-paying agent for the Series 2026 Bonds.

(d) Upon the original issuance and delivery of the Series 2026 Bonds, the effective date of registration shall be their Dated Date.

(e) The Series 2026 Bonds shall be substantially in the form and manner set forth in Article IV of this Indenture and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(i) A copy of the ordinance enacted by the Issuer's governing body authorizing the issuance of the Series 2026 Bonds and the execution of this Indenture, the Base Lease, the Lease and the Bond Purchase Agreement;

(ii) An executed counterpart of this Indenture;

(iii) An executed counterpart of the Base Lease;

(iv) An executed counterpart of the Lease;

(v) An executed counterpart of the PILOT Agreement;

(vi) An executed counterpart of the Bond Purchase Agreement;

(vii) An opinion of Bond Counsel to the effect that the Series 2026 Bonds constitute valid and legally binding obligations of the Issuer and that the interest on the Series 2026 Bonds is exempt from Kansas income taxation, subject to such limitations and restrictions as shall be described therein;

(viii) An opinion of counsel to each entity constituting the Company and the Original Purchaser to the effect that the Base Lease, the Lease, the PILOT Agreement and the Bond Purchase Agreement constitute valid and legally binding obligations of the Company and/or the Original Purchaser, as applicable; and

(ix) Such other certificates, statements, opinions, receipts and documents as the Trustee shall reasonably require for the delivery of the Series 2026 Bonds.

(f) When the documents specified in subsection (e) of this Section shall have been filed with the Trustee, and when certificates representing all the Series 2026 Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Series 2026 Bonds to or upon the order of the Original Purchaser, but only upon payment to the Trustee of the Purchase Price of the Series 2026 Bonds. The Original Proceeds, including accrued interest, shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in Article V of this Indenture.

Section 209. Authorization of Additional Bonds.

(a) With the consent of the Owners of all Outstanding Bonds, Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity with the Series 2026

Bonds and any other Additional Bond Outstanding at any time and from time to time, upon compliance with the conditions provided in this Section, for any of the following purposes:

(i) To provide funds to pay all or any part of the costs of repairing, replacing or restoring Improvements in the event of damage, destruction or condemnation to or thereof;

(ii) To provide funds to pay all or any part of the costs of acquisition, construction or equipping of such additional Land or Improvements as the Company may deem necessary or desirable and as will not impair the nature of the Project as a "facility" within the meaning and purposes of the Act; or

(iii) To provide funds for refunding all or any part of the Bonds of any series then Outstanding, including the payment of interest to accrue to the designated redemption date and any expenses in connection with such refunding.

(b) Before any Additional Bonds shall be issued under the provisions of this Section, the Issuer's governing body, in its sole discretion, shall enact an ordinance (i) authorizing the issuance of such Additional Bonds, fixing the amount and terms thereof and describing the purpose or purposes for which such Additional Bonds are being issued or describing the Bonds to be refunded, (ii) authorizing the Issuer to enter into a Supplemental Indenture for the purpose of providing for the issuance of and securing such Additional Bonds and, if required, (iii) authorizing the Issuer to enter into a supplemental lease with the Company to provide for rental payments at least sufficient to pay the principal of and interest on the Bonds then to be Outstanding (including the Additional Bonds to be issued) as the same become due, for the acquisition, purchase, construction, or installation of additional Improvements, for the inclusion of any such addition, expansion or modification as a part of the Project, and for such other matters as are appropriate because of the issuance of the Additional Bonds proposed to be issued which, in the judgment of the Issuer, is not to the prejudice of the Issuer or the Bonds previously issued.

(c) Such Additional Bonds shall have the same designation as the Series 2026 Bonds, except for an identifying series letter or date and the addition of the word "Refunding" when applicable, shall be dated, shall be stated to mature on Principal Payment Dates in such year or years, shall bear interest at such rate or rates not exceeding the maximum rate then permitted by law, and shall be redeemable at such times and prices (subject to the provisions of Article III of this Indenture), all as may be provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturity or maturities, the rate or rates of interest or the provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Series 2026 Bonds and any other Additional Bonds Outstanding at the time of the issuance of such Additional Bonds.

(d) Such Additional Bonds shall be substantially in the form and executed in the manner set forth in this Article and Article IV of this Indenture and certificates representing such Bonds shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of such Bond certificates by the Trustee, there shall be filed with the Trustee the following:

(i) A copy of the ordinance enacted by the Issuer's governing body authorizing the issuance of such Additional Bonds and the execution of such Supplemental Indenture and the appropriate amendments or supplements to the Lease;

(ii) An executed counterpart of the Supplemental Indenture providing for the issuance of the Additional Bonds;

(iii) An executed counterpart of the amendment or supplement to the Base Lease and/or the Lease, if required;

(iv) In the case of Additional Bonds being issued to refund Outstanding Bonds, such additional documents as shall be reasonably required by the Trustee to establish that provision has been made for the payment of all of the Bonds to be refunded in accordance with the provisions of Article XIII of this Indenture;

(v) The written consent of 100% of the Owners of the Bonds; and

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

(e) When the documents mentioned in subsection (d) of this Section shall have been filed with the Trustee, and when such Additional Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver such Additional Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the Purchase Price of such Additional Bonds. The proceeds of the sale of such Additional Bonds, (except Additional Bonds issued to refund Outstanding Bonds), including accrued interest thereon, if any, shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in Article V of this Indenture and in the Supplemental Indenture authorizing the issuance of such Additional Bonds. The proceeds, (excluding accrued interest which shall be deposited in the Principal and Interest Payment Account) of all Additional Bonds issued to refund Outstanding Bonds shall be deposited by the Trustee, after payment or making provision for payment of all expenses incident to such financing, to the credit of a special trust fund, appropriately designated, to be held in trust for the sole and exclusive purpose of paying the principal of and interest on the Bonds to be refunded, as provided in Section 1302 of this Indenture and in the Supplemental Indenture authorizing the issuance of such refunding Bonds.

(f) Except as provided in this Section, the Issuer will not otherwise issue any obligations ratably secured and on a parity with the Bonds, but the Issuer may issue other obligations specifically subordinate and junior to the Bonds with the express written consent of the Company.

Section 210. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond certificate shall become mutilated, or be lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond certificate of like series, date and tenor as the Bond certificate mutilated, lost, stolen or destroyed. In the case of any mutilated Bond certificate, such mutilated Bond shall first be surrendered to the Trustee; and in the case of any lost, stolen or destroyed Bond certificate, there shall be first furnished to the Issuer and the Trustee evidence of

such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond certificate the Issuer may pay or authorize the payment of the same without surrender of the certificate. Upon the issuance of any substitute Bond certificate, 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 with the issuance.

Section 211. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or the certificates of 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, redemption or purchase of such Bonds and the surrender of the certificates to the Trustee.

(b) All Bonds canceled under any of the provisions of this Indenture shall be delivered by the Trustee to the Issuer, or, upon request of the Issuer, shall be destroyed by the Trustee. The Trustee shall execute a certificate in triplicate describing the Bonds so delivered or destroyed, and shall file executed counterparts of such certificate with the Issuer and the Company.

ARTICLE III
REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Series 2026 Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions of this Article. Additional Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions contained in this Article and as may be specified in the Supplemental Indenture authorizing such Additional Bonds; provided, however, no provision shall be made with respect to the redemption of any Additional Bonds which would result in, or constitute the creation of, a preference or priority of such Additional Bonds over the Series 2026 Bonds.

Section 302. Redemption of Series 2026 Bonds. The Bonds shall be subject to redemption as follows:

(a) Extraordinary Optional Redemption. In the event of a Change of Circumstances, the Series 2026 Bonds shall be subject to redemption and payment prior to the stated maturity, at the option of the Issuer, upon instructions from the Company, on any date at the par value of the principal amount, plus accrued interest to the redemption date, without premium, provided all of the Series 2026 Bonds are so redeemed and paid according to their terms;

(b) Optional Redemption. The Series 2026 Bonds shall be subject to redemption and payment prior to maturity, in whole or in part, at any time, at the option of the Issuer, which option shall only be exercised upon instructions from the Company, at the redemption price of the par value of the principal amount plus accrued interest to the redemption date, without premium, provided however, any optional redemption of the Series 2026 Bonds pursuant to this subsection shall not result in Series 2026 Bonds Outstanding being in an amount less than an Authorized Denomination;

(c) Sinking Fund Redemption. The Series 2026 Bonds shall be subject to the mandatory redemption and payment from the sinking fund described in this Indenture beginning November 1, 2027, and on each November 1 thereafter pursuant to the redemption schedule described herein, at the par value of the principal amount thereto plus accrued interest thereon to the date fixed for redemption and payment, without premium. The principal amount of the Series 2026 Bonds to be redeemed on each Principal Payment Date from November 1, 2027 through November 1, 2036, shall equal $1,000,000 annually, with the remaining unpaid principal due on November 1, 2037, provided if the principal amount Outstanding is less than $1,000,000, the principal amount to be redeemed shall be less than $1,000,000, provided further that no redemption prior to the final Principal Payment Date shall reduce the principal amount of the Series 2026 Bonds Outstanding, after effecting such redemption, below $100,000. No instructions of redemption shall be required from the Issuer or the Company to effect the redemptions described in this Section 302(c) and no notice of redemption shall be required. The payments of Basic Rent specified in the Lease which are to be deposited in the Principal and Interest Payment Account created by this Indenture as sinking fund deposits shall be sufficient to redeem (after credit as provided in this Indenture) and the Issuer hereby agrees to redeem the principal amounts described in this subsection at the times specified in this subsection; and

(d) Extraordinary Mandatory Redemption. The Series 2026 Bonds are subject to extraordinary mandatory redemption in whole by the Issuer in the event the Base Lease and the Lease are terminated for any reason.

At its option, the Company may deliver to the Trustee for cancellation, the Series 2026 Bonds in any aggregate principal amount desired and receive a credit in respect to the payment of the applicable portion of the principal amount thereof pursuant to this Section. Such credit shall only apply to the extent the applicable principal portion of such Series 2026 Bonds has not been previously canceled by the Trustee or previously applied as a credit against any redemption or payment obligation hereunder. The Series 2026 Bonds so delivered shall be credited at 100% of the Outstanding principal amount on the obligation of the Issuer on the next redemption or payment date, and any excess of such amount shall be credited on future redemption or payment obligations for such Series 2026 Bonds. The cancellation of Series 2026 Bonds pursuant to this Section shall not result in Series 2026 Bonds Outstanding being in any amount less than an Authorized Denomination.

If the Company intends to exercise the option granted by the preceding paragraph, the Company will furnish the Trustee and the Issuer with a certificate signed by its Authorized Company Representative indicating what portion of the principal amount of the Series 2026 Bonds will be cancelled and applied as a credit against redemption or payment obligations. Notwithstanding any provision herein to the contrary, it is the intent of the parties that ownership of the Bonds by the Company does not, in and of itself, extinguish the obligation for payment of the principal of and interest on the Bonds.

Section 303. Selection of Bonds to be Redeemed.

(a) Bonds shall be redeemed only in amounts resulting in Bonds Outstanding for a series being in Authorized Denominations. If less than all of the Outstanding Bonds of any series are to be redeemed and paid prior to maturity, such Bonds shall be redeemed in the manner selected

by the Trustee. Bonds of less than a full maturity are to be selected by the Trustee in such equitable manner as it may determine.

(b) No portion of a Bond may be redeemed that would result in a Bond which is smaller than the then permitted minimum Authorized Denomination. For this purpose, the Trustee shall consider each Bond in a denomination larger than the minimum Authorized Denomination permitted by the Bonds at the time to be separate Bonds each in the minimum Authorized Denomination. Provisions of this Indenture that apply to Bonds called for redemption also apply to portions of Bonds called for redemption. If it is determined that one or more, but not all, of the face value represented by any fully registered Bond is selected for redemption, then the Owner of such Bond or such Owner's attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (1) for payment of the redemption price (including interest to the redemption date) of the portion of the Bonds called for redemption, and (2) for exchange, without charge to the Owner of the Bond, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the principal amount thereof called for redemption (and to that extent only).

Section 304. Trustee's Duty to Redeem Bonds. The Trustee shall call Bonds for mandatory redemption immediately upon receipt of written advice from the Issuer that the event giving rise to mandatory redemption has occurred, and stating the redemption date (except with respect to sinking fund redemption pursuant to Section 302 of this Indenture, no further notice of which is required). Upon receipt by the Trustee of such written advice, if required, and upon its own initiative if not required, the Trustee shall give at least 30 days' written notice of redemption to the Bondowners (unless waived) as provided in this Indenture. The Trustee shall call Bonds for redemption and payment as provided in this Indenture and shall give notice of redemption as provided in Section 305 of this Indenture upon receipt by the Trustee at least 45 days prior to the proposed redemption date (unless waived) of a written request of the Issuer together with a copy of the redemption instructions of the Company. Such instructions shall specify the principal amount and the respective maturities of Bonds to be called for redemption, the applicable redemption price or prices and the provision or provisions of this Indenture pursuant to which such Bonds are to be called for redemption. In the event of a mandatory redemption as provided in this Indenture, no instructions from the Company shall be necessary.

Section 305. Notice of Redemption. Notice of the call for any redemption identifying the Bonds or portions to be redeemed shall be given by the Trustee, in the name of the Issuer, by mailing by first-class mail, postage prepaid, a copy of the redemption notice at least 30 days prior to the date fixed for redemption (unless waived) to the Owner of each Bond to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing as aforesaid, or any defect therein, shall not affect the validity of any proceedings for the redemption of the Bonds. Any notice of redemption shall state the date of redemption, the place or places at which such Bonds shall be presented for payment, the series, maturities and numbers of the Bonds or portions of the Bonds to be redeemed (and in the case of the redemption of a portion of any Bond the principal amount being redeemed), the redemption price and shall state that interest on the Bonds described in such notice will cease to accrue from

and after the redemption date. A copy of each such notice of redemption shall be provided to any authorized co-paying agent appointed by the Trustee.

Section 306. Effect of Call for Redemption. On or prior to the date fixed for redemption, funds or Government Securities maturing on or before the date fixed for redemption shall be deposited with the Trustee in amounts sufficient to provide for payment of the Bonds called for redemption, plus accrued interest to the redemption date. Upon the deposit of such funds or Government Securities, and notice having been given as provided in Section 305 of this Indenture, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

ARTICLE IV
FORM OF BONDS

Section 401. Forms Generally. The Series 2026 Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be, respectively, in substantially the form set forth in *Appendix A*. Any Additional Bonds, and the Trustee's Certificate of Authentication to be endorsed thereon shall also be in substantially such form, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. The Bonds may have endorsed thereon such legend 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.

ARTICLE V
CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Project Fund. There is hereby established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated the "City of Gardner, Kansas Project Fund for Industrial Revenue Bonds (Panattoni Lot 1 – Building 1 Project)." The Trustee may create separate subaccounts in the Project Fund for each series of Bonds issued pursuant to this Indenture.

Section 502. Deposits into the Project Fund. The following funds shall be paid over to and deposited by the Trustee into the Project Fund, as and when received:

(a) The proceeds from the sale of the Series 2026 Bonds, excluding such amounts, if any, as are required to be paid into the Principal and Interest Payment Account pursuant to Section 602 of this Indenture, but including the initial funding of the Purchase Price for the Series 2026 Bonds and all subsequent advances made pursuant to the Bond Purchase Agreement;

(b) The earnings accrued on the investment of moneys in the Project Fund and required to be deposited into the Project Fund pursuant to Section 702 of this Indenture;

(c) The proceeds from the sale of any Additional Bonds (except Additional Bonds issued to refund Outstanding Bonds) (excluding such amounts thereof required to be paid into the Principal and Interest Payment Account pursuant to Section 602 of this Indenture);

(d) The Net Proceeds of casualty insurance, condemnation awards or title insurance required to be deposited into the Project Fund pursuant to the Lease;

(e) Any and all payments from any contractors or other suppliers by way of breach of contract, refunds or adjustments required to be deposited into the Project Fund pursuant to the Lease; and

(f) Except as otherwise provided herein or in the Lease, any other money received by or to be paid to the Trustee from any other source for the purchase, construction, furnishing and equipping of the Project, when accompanied by directions by the Company that such moneys are to be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of Project Costs in accordance with the provisions of Article V of the Lease, and the Trustee covenants and agrees to disburse such moneys in accordance with such provisions. If the Issuer so requests, 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.

(b) The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs filed as provided in Section 504 of this Indenture, the Trustee shall file a statement of receipts and disbursements with respect thereto with the Issuer and the Company.

(c) In the event of casualty or condemnation, any Net Proceeds deposited in the Project Fund shall be disbursed by the Trustee in accordance with the provisions of Article XVIII of the Lease, and the Trustee covenants and agrees to disburse such moneys in accordance with such provisions.

Section 504. Disposition Upon Completion of the Improvements. The completion of the Improvements and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee by the Company of the Certificate of Completion required by Section 5.6 of the Lease. As soon thereafter as practicable, but in no event later than the Completion Date, any balance remaining in the Project Fund shall without further authorization be deposited in the Principal and Interest Payment Account and applied by the Trustee solely to the payment of principal of the Bonds through the payment or redemption thereof on any redemption date specified in Section 302 hereof or as otherwise permissible in the opinion of Bond Counsel.

Section 505. Disposition Upon Acceleration. If the principal of the Bonds shall have become due and payable pursuant to Section 901 of this Indenture, upon the date of payment by the Trustee of any moneys due as hereinafter provided in Article IX of this Indenture, any balance remaining in the Project Fund shall, without further authorization, be deposited in the Principal and Interest Payment Account by the Trustee.

ARTICLE VI
REVENUES AND FUNDS

Section 601. Creation of the Principal and Interest Payment Account. There is directed to be established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated the "City of Gardner, Kansas Principal and Interest Payment Account for Industrial Revenue Bonds (Panattoni Lot 1 – Building 1 Project)" (herein called the "Principal and Interest Payment Account"). The Trustee may create separate subaccounts in the Principal and Interest Payment Account for each series of Bonds issued pursuant to this Indenture.

Section 602. Deposits into the Principal and Interest Payment Account. The Trustee shall deposit into the Principal and Interest Payment Account, as and when received, the following:

(a) All accrued interest, if any, on the Series 2026 Bonds paid by the Original Purchaser of the Bonds;

(b) If required by a Supplemental Indenture authorizing the issuance of Additional Bonds, an additional amount from the proceeds of such Additional Bonds, such additional amount not to exceed the sum which, when added to the accrued interest received from the sale of such Additional Bonds, will be sufficient to pay the interest accruing on such Additional Bonds during the estimated period of construction of the Project Additions financed through the issuance of such Additional Bonds;

(c) All Basic Rent payable by the Company to the Issuer specified in Section 3.1 of the Lease;

(d) Any amount in the Project Fund to be transferred to the Principal and Interest Payment Account pursuant to Section 504 hereof upon completion of the Improvements and any amount remaining in the Project Fund to be transferred to the Principal and Interest Payment Account pursuant to Section 505 of this Indenture upon acceleration of the maturity of the Bonds;

(e) All interest and other income derived from investments of Principal and Interest Payment Account moneys as provided in Section 702 of this Indenture; and

(f) All other moneys received by the Trustee under and pursuant to any of the provisions of the Lease, except Additional Rent, or when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Principal and Interest Payment Account.

Section 603. Application of Moneys in the Principal and Interest Payment Account.

(a) Except as provided in subsection (d) of this Section, moneys in the Principal and Interest Payment Account shall be expended solely for the payment of the principal of and interest on the Outstanding Bonds as the same mature and become due or upon the redemption prior to maturity.

(b) The Issuer authorizes and directs the Trustee to withdraw sufficient funds from the Principal and Interest Payment Account to pay the principal of and interest on the Bonds as the

same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

(c) The Trustee, upon written direction of the Issuer and the Company, shall use any excess moneys in the Principal and Interest Payment Account (other than investment earnings credited to such account) to redeem Outstanding Bonds, and interest accruing thereon prior to such redemption in accordance with and to the extent permitted by Article III of this Indenture so long as the Company is not in Default with respect to payments of Basic Rent under the Lease and to the extent said moneys are in excess of amounts required for payment of Bonds theretofore matured or called for redemption and past due interest in all cases when such Bonds have not been presented for payment. The Company may also direct such excess moneys in the Principal and Interest Payment Account or such part of other moneys of the Company, as the Company may direct, to be applied by the Trustee for the purchase of Bonds in the open market for the purpose of cancellation.

(d) Any amount remaining in the Principal and Interest Payment Account after the principal of and interest on the Bonds shall have been paid in full or provision made therefor in accordance with Article XIII of this Indenture, shall be paid to the Company by the Trustee in accordance with the instructions signed by the Authorized Company Representative of each entity constituting the Company.

Section 604. 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 redemption of any Bonds shall not be a Business Day, then payment of principal or interest 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.

Section 605. Nonpresentment of Bonds. In the event that any Bond shall not be presented for payment when the principal becomes due, either at its stated maturity or at the date called for redemption, or the Trustee is unable to locate the Owner for the payment of accrued interest or an accrued interest check remains uncashed, if funds sufficient to pay such Bond and accrued interest shall have been made available to the Trustee, all liability of the Issuer to the Bondowner for the payment of such Bond and accrued interest shall cease and be completely discharged, and the Trustee shall hold such funds, without interest, for the benefit of such Bondowner, who shall thereafter be restricted exclusively to such funds for any claim on, or with respect to, such Bond and interest. If any Bond shall not be presented for payment within four years following the date when it becomes due, whether by maturity or otherwise, or the accrued interest cannot be paid as set out above, the Trustee shall repay to the Company, in accordance with the instructions signed by the Authorized Company Representative of each entity constituting the Company, the funds theretofore held by it for payment of such Bond and interest, and such Bond and interest shall thereafter be an unsecured obligation of the Company, subject to the defense of any applicable statute of limitation, and the Owner of the Bond shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any additional interest.

ARTICLE VII
SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund or account under any provision of this Indenture, and all moneys deposited with or paid to the Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease and, until used or applied as so provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except interest earned on investments made pursuant to Section 702 of this Indenture and such other interest as may be agreed upon.

Section 702. Investment of Moneys in Funds. Moneys held in the Project Fund and the Principal and Interest Payment Account shall be separately invested and reinvested by the Trustee at the written direction of the Company in Investment Securities which mature or are subject to redemption by the owner prior to the date such funds will be needed. In the absence of such written direction of the Authorized Company Representatives, the Trustee shall invest or reinvest moneys as provided for in subsection (v) of the definition of Investment Securities as set forth in *Appendix B* attached hereto. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund or account in which such moneys are originally held, and except as otherwise specifically provided in this Indenture, the interest accruing on and any profit realized from such Investment Securities shall be credited to and accumulated in such fund or account, and any loss resulting from such Investment Securities shall be charged to such fund or account. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any fund or account is insufficient for the purposes of such fund or account. In determining the balance in any fund or account, investments in such fund or account 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 short-term investment department. The Trustee shall have no liability for any loss experienced on any investment made pursuant to this Section.

Section 703. Record Keeping. The Trustee shall maintain records demonstrating compliance with the provisions of this Article and with the provisions of Article VI of this Indenture for at least five years after the payment of all of the Outstanding Bonds.

ARTICLE VIII
GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal of and Interest on the Bonds. The Issuer covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project as described in this Indenture, 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 in this Indenture and in the Bonds according to the true intent and meaning, and to this end the Issuer covenants and agrees that it will use its best efforts to cause the Project to be continuously leased as a revenue and income producing undertaking, and that, should there be a default under

the Lease with the result that the right of possession of the Project is returned to the Issuer, the Issuer shall fully cooperate with the Trustee and with the Bondowners to protect the rights and security of the Bondowners and shall diligently proceed in good faith and use its best efforts to secure another tenant for the Project to the end that at all times sufficient rents, revenues and receipts will be derived by the Issuer from the Project to provide for payment of the principal of and interest on the Bonds as the same become due and payable. If the Issuer is unable to procure a new tenant who will enter into such a lease, the Issuer may take such good faith action as shall be in the best interests of the Bondowners which may include the sale of the Project, and if the Project is sold, after deducting all costs of the sale, any moneys derived from such sale shall be used for the purpose of paying the principal of and interest on the Bonds. Nothing herein shall be construed as requiring the Issuer to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The Issuer covenants that it is duly authorized under the constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent set forth in this Indenture; 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 are and will be valid and enforceable limited obligations of the Issuer according to the import thereof.

Section 803. Performance of Covenants. The Issuer covenants that it will use best efforts to endeavor to faithfully perform at all times any and all covenants, undertakings, stipulations and provisions on its part contained in this Indenture and in the Bonds.

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

Section 805. Maintenance, Taxes and Insurance. The Issuer represents that pursuant to the provisions of Articles VI, VII and X of the Lease, the Company has agreed to cause the Project to be maintained and kept in good condition, repair and working order, to pay, as the same respectively become due, all taxes, assessments and other governmental charges at any time lawfully levied or assessed upon or against the Project or any part thereof, and to keep the Project constantly insured to the extent provided for therein, all at the sole expense of the Company.

Section 806. Inspection of Project Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by the Company, such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Base Lease and the Lease. The Issuer covenants and agrees that it shall authorize the Trustee to enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Base Lease and the Lease to the extent necessary to preserve the Project in good order and repair, and to protect the rights of the Trustee and the Bondowners under this Indenture with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease. The Trustee, as assignee of the Base Lease and the Lease, in its name or in the name of the Issuer shall enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Base Lease and the Lease for and on behalf of the Bondowners, whether or not the Issuer is in default under this Indenture.

Section 808. Possession and Use of Project. So long as not otherwise provided in this Indenture, the Company shall be suffered and permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease.

ARTICLE IX
REMEDIES ON DEFAULT

Section 901. 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 Bondowners owning 100% 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 then 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 and interest on the Bonds, together with all Default Administration Costs, all overdue installments of Basic Rent and Additional Rent under the Lease, all sums due in accordance with the terms of the PILOT Agreement and all other sums then payable by the Issuer under this Indenture shall either be paid or provision satisfactory to the Trustee shall be made for such payment, then and in every such case the Trustee may in its discretion, and shall upon the written consent of Bondowners owning 100% in aggregate principal amount of the Bonds Outstanding, rescind such declaration and annul such default in its entirety.

(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 902. 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 in writing by Bondowners owning 100% of the aggregate principal amount of Bonds Outstanding, and if indemnified to its satisfaction and satisfactory provision has been offered as to payment of Default Administration Costs and third-party liability, shall pursue and exercise any available remedy at law or in equity by suit, action, mandamus or other proceeding or exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondowners 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 set forth in this Indenture.

(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 to, 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 Bondowners, and any recovery of judgment shall be for the equal benefit of the Owners of all Outstanding Bonds.

(c) In any litigation with the Company, after an Event of Default, the Trustee may, after obtaining the written approval of Bondowners owning 100% of the aggregate principal amount of Bonds Outstanding, enter into an agreement to settle the litigation upon such terms as the Trustee in its sole discretion determines to be in the best interest of the Bondowners, even if such settlement involves reletting the Project for less than the amount needed to pay the Owners of the Bonds Outstanding the full amounts of the principal and accrued interest on the Bonds.

Section 903. 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 under this Indenture, unless (i) a default has occurred of which the Trustee has knowledge, (ii) such default shall have become an Event of Default, (iii) Bondowners owning 100% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and (iv) satisfactory indemnity and provision for payment of Default Administration Costs and third-party liability shall have been offered to the Trustee and (v) the Trustee shall thereafter fail or refuse to exercise the powers granted in this Section to institute such action, suit or proceeding in its own name; and such knowledge and request are declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy under this Indenture, 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 under this Indenture except in the manner provided in this Indenture, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided here and for the equal benefit of all Bonds then Outstanding.

Section 904. Right of Bondowners to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, Bondowners owning 100% in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, and upon providing the Trustee indemnification satisfactory to it as provided above, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and the Trustee shall have the right to decline to follow such direction if the Trustee shall in good faith,

and upon the advice of counsel, determine that proceeding so directed would expose the Trustee to personal liability.

Section 905. 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 or exercise of 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 906. Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on Bonds, and shall do so upon the written request of Bondowners owning 100% in aggregate principal amount of all the Bonds then Outstanding and satisfaction of the conditions set forth in Section 901(b) of this Indenture. 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 Event of 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 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 Event of Default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings have been taken.

Section 907. Application of Moneys in Event of Default. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article and any other moneys held as part of the Trust Estate shall be applied as follows:

FIRST: Pro rata to the payment of all fees and expenses (including but not limited to attorneys' fees) and disbursements associated with the collection of such moneys incurred by or on behalf of the Issuer or the Trustee;

SECOND: Pro rata to the payment of all advances by the Issuer or the Trustee; and

THIRD: A. If the principal of all the Bonds shall not have become due and payable, all such moneys shall be applied:

First: Pro rata to the persons entitled thereto of all installments of interest then due and payable on the Bonds, with interest at the stated rate of interest on the Bonds; and

Second: Pro rata to the persons entitled thereto of the unpaid principal of any of the Bonds (other than Bonds called for redemption for the payment of which

moneys are held pursuant to the provisions of this Indenture) with interest at the stated rate of interest on the Bonds.

B. If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied pro rata to the payment of the principal and interest then due and unpaid on all the Bonds to the persons entitled thereto with interest at the stated rate of interest on the Bonds.

C. 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 this Article), then the moneys shall be applied in accordance with part "A" of this subsection.

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

Whenever all of the Bonds and interest thereon have been paid under the provisions of this Section, and all fees, expenses, advances and charges of the Trustee and the Issuer have been paid, any balance remaining in the Principal and Interest Payment Account shall be paid to the Company in accordance with the instructions signed by the Authorized Company Representative of each entity constituting the Company.

ARTICLE X
THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts in the manner in which a corporate trustee ordinarily would perform said trusts under a corporate indenture. The Trustee shall, prior to an Event of Default, and after the curing of all Events of Default which may have occurred, perform only such duties as are specifically set forth in this Indenture. The Trustee shall have no implied duties. The Trustee shall, during the existence of any Event of Default, 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 its own affairs. The Trustee's acceptance of the trusts imposed by this Indenture shall be subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) Prior to the occurrence of an Event of Default and after the cure of all Events of Default which may have occurred, the Trustee's duties and responsibilities shall include only those

expressly set forth in this Indenture and those rights, duties, responsibilities, and obligations which are reserved to or imposed upon the Issuer under this Indenture, the Base Lease and the Lease, excepting only such of those rights, duties, responsibilities, and obligations as may only be properly and lawfully exercised by or imposed upon the Issuer.

Upon the occurrence of an Event of Default the Trustee shall be and is hereby authorized to bring appropriate action for judgment or such other relief as may be appropriate and such action may be in the name of the Trustee or in the name of the Issuer and the Trustee jointly; but in such case, neither the Issuer nor the Trustee shall have any obligation for any fees and expenses of such action except out of any funds available by reason of the ownership of the Project and moneys available under this Indenture, the Base Lease, the Lease and the PILOT Agreement. In addition, the Trustee may file such proof of claim and such other documents as may be necessary and advisable in order to have the claims of the Trustee and the Bondowners relative to the Bonds or the obligations relating thereto allowed in any judicial proceeding.

(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. The Trustee shall be entitled to act upon and rely upon the opinion or advice of counsel, who may be counsel to the Trustee, the Issuer or the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. Any costs incurred by the Trustee in the engagement of agents, attorneys or receivers shall be reimbursed to the Trustee by the Bondowners and the Company.

(c) The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.

(d) The Trustee may rely and shall be protected in acting or refraining from acting upon any ordinance, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture, the Base Lease, the Lease or the PILOT Agreement believed by it to be genuine and correct and to have been signed, presented or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is a Bondowner, 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.

(e) 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 Mayor of the Issuer or the Authorized Company Representatives as sufficient evidence of the facts therein contained, and 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.

(f) 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.

(g) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representative shall have the right to inspect any and all of the Project and all books, papers and records of the Issuer and the Company pertaining to the Project and the Bonds, and to make such notes and copies as may be desired.

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

(i) 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 purpose of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(j) The Trustee shall not be required to take notice of, or be deemed to have notice of, any default hereunder or under the Lease, except the failure by the Company to cause to be made any of the payments required to be made under the Lease or in accordance with Article VI hereof, or the failure by the Issuer to cause compliance by the Company with the provisions of Article VI of the Lease, unless the Trustee shall have been specifically notified in writing of such default by the Issuer or by Bondowners owning 100% in aggregate principal amount of all Bonds then Outstanding.

(k) The Trustee may inform the Bondowners of environmental hazards that the Trustee has reason to believe exist with respect to the Project, the Land, the Company's leasehold or the Improvements, and the Trustee shall have the right to take no further action with respect thereto, and, in such event, no fiduciary duty shall exist which imposes any obligation for further action by the Trustee with respect to the Project, the Land, the Company's leasehold, the Improvements, the Trust Estate, or any portion thereof, if, in the opinion of the Trustee, such action would subject the Trustee to environmental or other liability for which the Trustee has not received indemnity satisfactory to it.

(l) The Trustee shall not be obligated to risk its own funds in the administration of the Trust Estate as described in Section 1002 below. Notwithstanding any provision herein to the contrary, the Trustee need not take any action under this Indenture which may involve it in any expense or liability until indemnified to its satisfaction for any expense or liability, including liability related to environmental contamination, it reasonably believes it may incur.

(m) The Trustee is not responsible for the use of the proceeds of the Bonds or the sufficiency of said proceeds to complete the Project.

Section 1002. Fees, Charges and Expenses of the Trustee; Lien for Fees and Costs and Additional Rent. The Trustee shall be entitled to payment of or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, reasonable agent and counsel fees and other ordinary costs, charges and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees, costs, expenses and charges of the Trustee as Paying Agent for the Bonds. 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 and any Paying Agents as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred, for Default Administration Costs and for any unpaid Additional Rent owing under the Lease. The obligation to pay such amounts shall survive the payment in full of the Bonds and the removal or resignation of the Trustee.

Section 1003. Notice to Bondowners if Default Occurs. If an Event of Default occurs, of which the Trustee is aware and of which it is required to take notice, the Trustee shall give written notice thereof to the Bondowners, as shown by the bond registration books required to be maintained by the Trustee and kept at the corporate trust office of the Trustee, unless such Event of Default has been cured or waived.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the Issuer is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of the Bondowners, the Trustee may intervene on behalf of the Bondowners and shall do so if requested in writing by Bondowners owning 100% of the aggregate principal amount of Bonds then Outstanding and if provided with indemnity satisfactory to the Trustee.

Section 1005. 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 without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee may resign by an instrument in writing delivered by registered or certified mail to the Issuer and the Company to take effect not sooner than 30 days after its delivery, whereupon the Issuer, with the prior consent of the Company, shall immediately, in writing, designate a successor trustee; provided, however, that the Trustee's resignation shall not become effective unless and until a successor trustee is approved and qualified. In the event the Issuer and the Company do not promptly designate a successor

trustee, then the Trustee shall have the right to petition a court of competent jurisdiction for the appointment of a successor. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such resignation.

Section 1007. Removal of Trustee. As long as no Default or Event of Default shall have occurred and be continuing, the Trustee may be removed at any time by the Issuer and the Company; provided, that such removal shall not be effective unless and until a successor trustee is appointed and qualified, and provided further than such removal shall not become effective until after 60 days from the date written notice of such proposed removal is given to the Trustee by first-class mail. The Issuer and the Company, concurrently with giving notice to the Trustee, shall give notice by first-class mail of the proposed removal of the Trustee to all Bondowners. Unless Bondowners owning 100% of Bonds then Outstanding object in writing to the proposed removal of the Trustee, such removal shall become effective from the date specified in the notices, provided that the successor trustee shall have been qualified and have accepted the duties and responsibilities of the Trustee as of such date. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such resignation.

Section 1008. Qualifications of Successor Trustee. Every successor trustee appointed pursuant to the provisions of this Article shall be a trust company or bank in good standing, qualified to accept such trust and acceptable to the Issuer and the Company.

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

Section 1010. Right of Trustee to Pay Taxes and Other Charges. In case any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, and the Company has failed after 30 days written notice to make such payment, the Trustee may pay such tax, assessment or governmental charge or insurance premium or rebate amount, 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, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the

proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by Bondowners owning 100% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May Be Vested in Co-trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, the Base Lease or the Lease, and in particular in case of the enforcement of either on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) In the event that the Trustee appoints an additional individual or institution as a co-trustee or separate trustee, 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 him or it such properties, rights, powers, trusts, duties and obligations, then any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

(d) In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Annual Accounting. The Trustee shall render an annual accounting to the Issuer, the Company and to any Bondowner requesting the same in writing and remitting the Trustee's reasonable charges for preparing such copies, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Recordings and Filings. The parties hereto acknowledge that, if requested by the Bondowner of any series of Bonds, a memorandum of base lease with respect to the Base Lease, a memorandum of lease with respect to the Lease and an assignment of leases with respect to the Issuer's assignment of certain rights under the Base Lease and the Lease to the Trustee will

be filed with the register of deeds of Johnson County, Kansas. The Trustee agrees to file or cause to be filed any amendments to such documents or other security instruments reasonably requested by the Owners of the Bonds or the Issuer to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Bondowners and the rights of the Trustee hereunder; provided, however, the preparation and recording of any such documents or instruments shall be at the expense of the Company. The Trustee shall cause all appropriate continuation statements of financing statements under the Kansas Uniform Commercial Code which were initially recorded by the Issuer to be recorded and filed in such manner and in such places as may be required by law to continue the effectiveness of such financing statements.

Section 1014. Performance of Duties under the Base Lease and the Lease. The Trustee hereby accepts and agrees to perform, in such manner as is consistent with the terms of those instruments and this Indenture, all duties and obligations assigned to it under the Base Lease and the Lease.

ARTICLE XI
SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Bondowners. The Issuer and the Trustee may from time to time, without the consent of or notice to any of the Bondowners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture or to make any other change not prejudicial to the Bondowners;

(b) To grant to or confer upon the Trustee for the benefit of the Bondowners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondowners or the Trustee or either of them;

(c) To more precisely identify the Project or to substitute or add additional property thereto; without limiting the generality of the foregoing, the Issuer and Trustee may enter into a Supplemental Indenture (and any related and necessary amendments or supplements to the Transaction Documents) without the consent of or notice to any Bondowners in the event the Company notifies the Issuer and Trustee that the Master Site Work Project is completed, and the Company requests the removal of the Master Site Work Project from the description of the Land in the Transaction Documents, and the City Administrator may execute such Supplemental Indenture (and any related and necessary amendments or supplements to the Transaction Documents) on behalf of the Issuer without further approval of the governing body of the Issuer;

(d) To subject to this Indenture additional revenues, properties or collateral; and

(e) To issue Additional Bonds as provided in Section 209 hereof.

Section 1102. Supplemental Indentures Requiring Consent of Bondowners. The Trustee and the Issuer may amend any provision of this Indenture or the Bonds with the written consent of the Owners owning 100% in aggregate principal amount then Outstanding.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture, provided that receipt by the Trustee of an amendment to the Lease executed by the Company in connection with the issuance of Additional Bonds under Section 209 hereof shall be deemed to constitute consent of the Company to the execution of a Supplemental Indenture pursuant to Section 209 hereof. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such Supplemental Indenture (other than a Supplemental Indenture proposed to be executed and delivered pursuant to Section 209 hereof) together with a copy of the proposed Supplemental Indenture to be mailed to the Company at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

ARTICLE XII
BASE LEASE AND LEASE AMENDMENTS

Section 1201. Base Lease and Lease Amendments. The provisions of the Base Lease and the Lease may be amended to the extent and upon the terms and conditions provided therein.

ARTICLE XIII
SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all Bonds shall have been paid in accordance with their terms or provision has been made for such payment, as provided in Section 1302 hereof, and provision shall also have been made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and the Paying Agents to the date of retirement of the Bonds, then the duties of the Trustee under this Indenture shall cease. Thereupon the Trustee shall 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 its possession, except amounts in the Principal and Interest Payment Account required to be paid to the Company under Section 603 hereof and except funds or securities in which such funds are invested and held by the Trustee for the payment of the principal of and interest on the Bonds. Notwithstanding anything otherwise provided herein, the provisions of this Indenture relating to compensation and indemnification of the Trustee shall survive satisfaction and discharge of this Indenture.

(b) The Issuer is hereby authorized to accept a certificate by the Trustee that the principal of and interest due and payable upon all of the Bonds then Outstanding or such payment provided for in accordance with Section 1302 hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall deem this Indenture discharged.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Indenture when payment of the principal of and interest thereon to the due date thereof (whether such due date be

by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (i) shall have been made or cause to be made in accordance with the terms thereof, or (ii) shall have been provided for by depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment (1) moneys sufficient to make such payment or (2) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of the redemption of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until proper notice of such redemption shall have been given in accordance with Article III of this Indenture or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds and interest thereon shall be applied to and 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.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

Section 1401. 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, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(i) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution; or

(ii) The fact of ownership of Bonds and the amounts, number and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee.

(b) In determining whether the Bondowners owning the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company 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 pledge 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 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be inferred from this Indenture or the Bonds is intended or shall be construed to give any person other than the parties hereto, and the Bondowners, any right, remedy or claim under or with respect to 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, the Company and the Bondowners as herein provided.

Section 1403. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Indenture shall be in writing and shall be deemed duly given or filed if the same shall be duly mailed by registered or certified mail, postage prepaid, or overnight delivery that provides written evidence of delivery to the Notice Representative.

All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; notices given by overnight delivery shall be deemed duly given as of the date on the day after they are sent. 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. Notwithstanding the foregoing provisions of this Section, notices, certificates or communications to the Trustee shall be deemed duly and fully given only upon receipt by 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 1404. Suspension of Mail Service. If, because of the temporary or permanent 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 other form of notice as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 1405. Company's Rights, Obligations and Representations. Notwithstanding any provision herein to the contrary, unless the context of this Indenture clearly indicates otherwise, all obligations, liabilities and duties of each entity constituting the Company under this Indenture shall be joint and several obligations, liabilities and duties of each entity constituting the Company, all rights and privileges granted to the Company under this Indenture shall inure to all of the entities constating the Company and all representations and warranties of the Company made pursuant to this Indenture shall constitute a representation and warranty of each entity constituting the Company.

Section 1406. 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 1407. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Hand signatures transmitted in portable document format (PDF) or similar format are also permitted as binding signatures to this Indenture.

Section 1408. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1409. Electronic Storage and Electronic Notice to Trustee. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by electronic notice, provided, however, that such instructions or directions shall be signed by an Authorized Company Representative. If the Company elects to give the instructions by electronic notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Company agrees to assume all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties. Notwithstanding the foregoing, and except as expressly authorized under Article II hereof, no reproduction of any Bond certificate, in whole or in part, by electronic means or otherwise, shall be deemed to be or shall be relied upon as authentic, valid or original.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be signed by an authorized official, such signature to be attested by an authorized officer, and its official seal to be applied, as of the date first above written.

CITY OF GARDNER, KANSAS

By: _____
Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

"ISSUER"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me on November _____, 2026, by Todd Winters, Mayor, and Renee Rich, City Clerk, respectively, of the **CITY OF GARDNER, KANSAS**, a municipal corporation and political subdivision of the State of Kansas.

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

_____
Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, 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 such signature to be attested by its duly authorized officers, and its corporate seal to be applied (if any), all as of the date first above written.

BOKF, N.A.,
Kansas City, Missouri

By: _____
Name: _____
Title: _____

[SEAL, if any]

ATTEST:

By: _____
Name: _____
Title: _____

"TRUSTEE"

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me on _____, 2026 by _____, as _____, and _____, as _____, on behalf of **BOKF, N.A.**, a national banking association.

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

_____
Notary Public

My Commission Expires: _____

APPENDIX A
FORM OF BONDS

FACE OF THE BOND

THE OWNER OF THIS BOND BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH BOND (1) TO THE ISSUER OR THE ORIGINAL PURCHASER, (2) WITH THE WRITTEN CONSENT OF THE ISSUER PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OF 1933 (THE "1933 ACT"), OR (3) WITH THE WRITTEN CONSENT OF THE ISSUER TO INSTITUTIONAL "ACCREDITED INVESTORS" AS DEFINED IN RULE 501(A) UNDER THE 1933 ACT, OR QUALIFIED INSTITUTIONAL BUYERS ("QIB"). BY ITS ACCEPTANCE OF A SERIES 2026 BOND, EACH PURCHASER OF A SERIES 2026 BOND (EXCEPT FOR THE ISSUER AND THE ORIGINAL PURCHASER) WILL BE DEEMED TO (1) HAVE REPRESENTED THAT THE SERIES 2026 BONDS ARE BEING ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION AND (A) IT IS AN INSTITUTIONAL ACCREDITED INVESTOR OR A FIDUCIARY OR AGENT (OTHER THAN A UNITED STATES BANK OR SAVINGS AND LOAN ASSOCIATION) THAT IS ACTING ON BEHALF OF AN INSTITUTIONAL ACCREDITED INVESTOR, OR (B) IT IS A QIB ACTING ON BEHALF OF ITSELF OR ANOTHER QIB (AND, IF IT IS A QIB, ACKNOWLEDGES THAT IT IS AWARE THAT THE SELLER MAY RELY ON AN EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE 1933 ACT PURSUANT TO RULE 144A), AND (2) HAVE AGREED THAT ANY RESALE OF THE SERIES 2026 BONDS WILL BE MADE ONLY IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE 1933 ACT AND ONLY TO AN INSTITUTIONAL ACCREDITED INVESTOR OR TO A QIB IN A TRANSACTION MADE PURSUANT TO RULE 144A UNDER THE 1933 ACT, TO THE ISSUER OR THE ORIGINAL PURCHASER OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT FILED UNDER THE 1933 ACT OR PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT. THE TRUSTEE, THE ISSUER AND THE ORIGINAL PURCHASER SHALL HAVE THE RIGHT, PRIOR TO ANY OFFER, SALE OR TRANSFER OF THE SERIES 2026 BONDS OTHER THAN TO THE ISSUER OR THE ORIGINAL PURCHASER, TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATIONS OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM WITH RESPECT TO THE LAWFULNESS OF SUCH OFFER, SALE OR TRANSFER.

No. ____ Not to exceed $34,000,000

UNITED STATES OF AMERICA
STATE OF KANSAS
CITY OF GARDNER, KANSAS

INDUSTRIAL REVENUE BONDS
(TAXABLE UNDER FEDERAL LAW)
SERIES 2026
(PANATTONI LOT 1 – BUILDING 1 PROJECT)

Interest Rate:	Maturity Date:	Dated Date:
3.00%	November 1, 2037	November ____, 2026

Registered Owner: Crossroads Commerce Industrial, LLC
c/o Panattoni
12444 Powerscourt Drive, Suite 380
St. Louis, Missouri 63131
Attn: Nick Cook

Tax ID# _____

Principal Amount: Up to Thirty-Four Million Dollars (as evidenced on *Schedule A* to this Series 2026 Bond)

The City of Gardner, Kansas, a body politic and corporate incorporated as a city of the second class of the State of Kansas (the "Issuer"), for value received, promises to pay on the Maturity Date shown above unless called for redemption prior to said Maturity Date, but solely from the sources hereinafter referred to, to the Registered Owner identified above, or registered assigns, upon the presentation and surrender of this certificate, the aggregate amount of proceeds from the sale of the Series 2026 Bonds funded in accordance with Section 208 of the within described Indenture which amount shall not exceed $34,000,000 (the "Principal Amount"), and to pay interest on the Outstanding Principal Amount as evidenced on Schedule A hereto at the Interest Rate per annum (computed on the basis of a 30/360-day basis) described above from the effective date of registration or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on November 1 of each year, commencing on November 1, 2027 (the "Interest Payment Date"), until said Principal Amount has been paid.

The Principal Amount or redemption price of this Bond shall be paid by check, draft or electronic transfer (provided instructions are provided as described herein) to the Registered Owner at the Maturity Date or redemption date thereof, upon presentation and surrender of this Bond at the principal corporate trust office of BOKF, N.A., Kansas City, Missouri (the "Paying Agent" and "Trustee"). The interest payable on the Bonds on any Interest Payment Date shall be paid by check or draft mailed to the Registered Owner at such Registered Owner's address as it appears on the bond registration books of the Issuer kept by the Trustee under the within mentioned Indenture, or at such other address as is furnished in writing by such Registered Owner to the Paying Agent at the close of business not less than 15 days preceding the Interest Payment Date (the "Record Date"). Notwithstanding the foregoing, the principal, redemption price of, and the interest on the Bonds is payable by electronic transfer in immediately available federal funds pursuant to written instructions from any Registered Owner provided by the Registered Owner to the Paying Agent not less than 5 days prior to the Record Date for such interest, which instructions shall include the name of the receiving bank (which shall be in the continental United States), its address, ABA routing number and the name, number and contact name related to such Registered Owner's account at such bank and shall also acknowledge a wire transfer fee payable by such Registered Owner. In addition, as provided in the Lease, the Bonds may be paid or deemed to be paid by presentation of the Bonds to the Trustee for cancellation, or in such other manner as provided by the Trustee.

This Bond certificate evidences ownership of a part of a duly authorized series of Bonds of the Issuer designated "City of Gardner, Kansas, Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (Panattoni Lot 1 – Building 1 Project)," in the principal amount not to exceed $34,000,000 (the "Series 2026 Bonds"), issued for the purpose of financing the cost of acquiring, constructing, equipping, and furnishing an approximately 469,128 square foot industrial/flex facility, including land, buildings, improvements, and equipment and the Master Site Work Project (as defined in the Indenture) (collectively, the "Project"), to be leased by Crossroads Commerce Industrial, LLC, a Delaware limited liability company ("Crossroads Commerce Industrial") and Crossroads Commerce Center, LLC, a Kansas limited liability

company ("Crossroads Commerce Center" and together with Crossroads Commerce Industrial individually and collectively, as the context requires, the "Company"), to the Issuer pursuant to a Base Lease Agreement among the Company and the Issuer dated as of November 1, 2026 (the "Base Lease"), and leased back to the Company by the Issuer under the terms of a Lease among the Issuer and the Company dated as of November 1, 2026 (the "Lease"), all pursuant to the authority of and in conformity with the provisions, restrictions and limitations of the constitution and statutes of the State of Kansas, including particularly K.S.A. 12-1740 *et seq.*, as amended, and pursuant to proceedings duly had by the governing body of the Issuer. Pursuant to such proceedings, the Issuer is authorized to execute and deliver the Indenture for the purpose of issuing and securing the Series 2026 Bonds and any Additional Bonds (being herein referred to collectively as the "Bonds").

The Series 2026 Bonds are issued under and are equally and ratably secured and entitled to the protection of the Trust Indenture, dated as of November 1, 2026 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the Issuer and the Trustee. Subject to the terms and conditions set forth therein, the Indenture permits the Issuer to issue Additional Bonds (as defined therein) secured by the Indenture ratably and on a parity with the Series 2026 Bonds (the Series 2026 Bonds together with such Additional Bonds being herein referred to collectively as the "Bonds"). Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Bondowners, and the terms upon which the Bonds are issued and secured.

REDEMPTION OF BONDS

Extraordinary Optional Redemption. In the event of a Change of Circumstances (as defined in the Indenture), the Series 2026 Bonds shall be subject to redemption and payment prior to the stated maturity thereof at the option of the Issuer, upon instructions from the Company, on any date, at the par value of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

Optional Redemption. The Series 2026 Bonds are also subject to redemption and payment prior to maturity, in whole or in part, at any time, at the option of the Issuer, which option shall only be exercised upon instructions from the Company, at the redemption price of the par value of the principal amount, without premium; provided however, any optional redemption of the Series 2026 Bonds shall not result in Series 2026 Bonds Outstanding being in an amount less than an Authorized Denomination.

Sinking Fund Redemption. The Series 2026 Bonds shall be subject to the mandatory redemption and payment from the sinking fund described in the Indenture beginning November 1, 2027, and on each November 1 thereafter, pursuant to the redemption schedule described herein, at the par value of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment, without premium. The principal amount of the Series 2026 Bonds to be redeemed on each Principal Payment Date from November 1, 2027, through November 1, 2036, shall equal $1,000,000 annually, with the remaining unpaid principal due on November 1, 2037, provided if the principal amount Outstanding is less than $1,000,000, the

principal amount to be redeemed shall be less than $1,000,000, provided further that no redemption prior to the final Principal Payment Date shall reduce the principal amount of the Series 2026 Bonds Outstanding, after effecting such redemption, below $100,000. No notice of sinking fund redemption shall be provided to the Owner of this Bond.

Extraordinary Mandatory Redemption. The Series 2026 Bonds are subject to extraordinary mandatory redemption in whole by the Issuer in the event the Base Lease and the Lease are terminated for any reason.

When any Bonds are called for redemption pursuant to the optional redemption previously described, unless waived by the Owner of this Bond, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice at least 30 days prior to the date fixed for redemption to the Owner of this Bond at the address shown on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing as aforesaid, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds.

All Bonds called for redemption will cease to bear interest on the specified redemption date and shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture.

The Series 2026 Bonds and the interest thereon are limited obligations of the Issuer payable exclusively out of the Trust Estate under the Indenture, including but not limited to the rents, revenues and receipts under the Lease, and are secured by a pledge of the Issuer's leasehold interest in the Project (including any Project Additions) as described in the Lease and a pledge and assignment of the Trust Estate, including all rentals and other amounts to be received by the Issuer under and pursuant to the Lease, all as provided in the Indenture. The Bonds and the interest thereon do not constitute a debt or general obligation of the Issuer, the State of Kansas or any municipal corporation thereof, and are not payable in any manner by taxation. The Bonds shall not constitute an indebtedness within the meaning of constitutional or statutory debt limitations or restrictions. Pursuant to the provisions of the Lease, Basic Rent is to be paid by the Company directly to the Trustee for the account of the Issuer and deposited in a special trust account created by the Issuer and designated "City of Gardner, Kansas Principal and Interest Payment Account for Industrial Revenue Bonds (Panattoni Lot 1 – Building 1 Project)."

No Owner of Bonds shall have the right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable prior to the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and under the circumstances permitted by the Indenture.

This Series 2026 Bond certificate is transferable, as provided in the Indenture, only upon the registration books of the Issuer kept for that purpose at the above mentioned office of the Bond

Registrar and Paying Agent by the Owner hereof in person or by his duly authorized attorney, upon surrender of this Series 2026 Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or such Owner's duly authorized attorney, and thereupon a new Bond certificate in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Company has agreed to pay as Additional Rent under the Lease all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds except (a) the reasonable fees and expenses in connection with the replacement of certificates mutilated, stolen, lost or destroyed or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds. The Issuer, the Trustee and any Paying Agent may deem and treat the person in whose name this Series 2026 Bond certificate is registered as the absolute Owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Series 2026 Bond certificate 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 the Bonds do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Issuer has caused this Series 2026 Bond certificate 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 official seal to be affixed hereto or imprinted hereon, and has caused the Series 2026 Bonds to be dated the Dated Date shown herein.

CITY OF GARDNER, KANSAS

[SEAL]

By: _____
Mayor

ATTEST:

_____
City Clerk

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond certificate evidences ownership of the City of Gardner, Kansas, Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (Panattoni Lot 1 – Building 1 Project), as described herein and in the within-mentioned Trust Indenture. The date of authentication of this Series 2026 Bond is _____.

BOKF, N.A.
Kansas City, Missouri
Trustee

By: _____
Authorized Signature

(FORM OF ASSIGNMENT)

For value received, the undersigned hereby sells, assigns and transfer unto

_____
Print or Type Name and Address of Transferee

the City of Gardner, Kansas, Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (Panattoni Lot 1 – Building 1 Project), in the principal amount not to exceed $34,000,000 ("the Bonds") represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Bond on the books kept by the Bond Registrar and Paying Agent for the registration and transfer of Bonds.

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:

[Seal of Bank]

_____
(Name of Eligible Guarantor Institution)

By: _____
Title: _____

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240. 17-Ad-15)

SCHEDULE A
TO
CITY OF GARDNER, KANSAS
INDUSTRIAL REVENUE BOND
(TAXABLE UNDER FEDERAL LAW)
SERIES 2026
(PANATTONI LOT 1 – BUILDING 1 PROJECT)

Date	Principal Installment Funded	Total Principal Amount Funded	Noted By	Principal Amount Paid	Interest Amount Paid	Outstanding Principal Amount	Noted By
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

APPENDIX B

GLOSSARY OF WORDS AND TERMS

"Act" means K.S.A. 12-1740 *et seq.*, as amended.

"Additional Bonds" mean any Bonds issued in addition to the Series 2026 Bonds pursuant to Section 209 of this Indenture.

"Authorized Company Representative" means an individual as is designated to act on behalf of the Company as evidenced by written certificate furnished to the Trustee, containing the specimen signature of such person and signed on behalf of the Company. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Company Representative.

"Authorized Denominations" mean (a) with respect to the Series 2026 Bonds, the principal amount Outstanding as shown on *Schedule A* to the Series 2026 Bonds provided the minimum Authorized Denomination Outstanding at any time shall be at least $100,000 and (b) with respect to any Additional Bonds, the denominations provided for in this Indenture or Supplemental Indenture authorizing the issuance of such Additional Bonds.

"Base Lease" means the Base Lease Agreement dated as of November 1, 2026, delivered concurrently with this Indenture among the Company and the Issuer.

"Bond" or "Bonds" means the Series 2026 Bonds and any Additional Bonds.

"Bond Counsel" means the firm of Kutak Rock LLP or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer and the Company.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of November 1, 2026, among the Issuer and the Company/Original Purchaser, as may be amended from time to time.

"Bondowner" means the Owner of any Bond and, with respect to the Series 2026 Bonds, means the Owner of 100% of the aggregate principal amount of the Outstanding Series 2026 Bonds.

"Business Day" means a day which is not a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the legislature of the State and on which banks in the State are not authorized to be closed.

"City Administrator" means the appointed and acting City Administrator of the City or, in the City Administrator's absence, the acting City Administrator of the City.

"Change of Circumstances" mean the occurrence of any of the following events:

(a) title to, or the temporary use of, all or any substantial part of the Land or the Project shall be condemned by any authority exercising the power of eminent domain;

(b) title to such portion of the Land is found to be deficient or nonexistent to the extent that the Project is untenantable or the efficient utilization of the Project by the Company is substantially impaired;

(c) substantially all of the Improvements are damaged or destroyed by fire or other casualty; or

(d) as a result of: (i) changes in the constitution of the State; or (ii) any legislative or administrative action by the State or any political subdivision thereof, or by the United States; or (iii) any action instituted in any court, the Base Lease or the Lease shall become void or unenforceable, or impossible of performance without reasonable delay, or in any other way by reason of such changes of circumstances, unreasonable burdens or excessive liabilities are imposed upon the Issuer or the Company.

"Company" means individually and collectively, as the context requires, Crossroads Commerce Industrial and Crossroads Commerce Center, and their successors and assigns.

"Completion Date" means the date on which the Company files with the Trustee the Certificate of Completion required by Section 5.6 of the Lease or December 31, 2027, whichever comes first.

"Construction Period" means the period from the beginning of acquisition or construction of the Improvements to their Completion Date.

"Costs of Issuance" means any and all expenses of whatever nature incurred in connection with the issuance and sale of Bonds, including, but not limited to, initial fees of the Trustee, administrative fees or expenses of the Issuer, bond and other printing expenses and legal fees and expenses of Bond Counsel, Issuer's counsel and counsel for the Company and publication expenses.

"Crossroads Commerce Center" means Crossroads Commerce Center, LLC, a Kansas limited liability company, and its successors and assigns.

"Crossroads Commerce Industrial" means Crossroads Commerce Industrial, LLC, a Delaware limited liability company, and its successors and assigns.

"Dated Date" means the date of issuance of the applicable series of Bonds.

"Default Administration Costs" mean the reasonable fees, charges, costs, advances and expenses of the Trustee incurred in anticipation of an Event of Default, or after the occurrence of an Event of Default, including, but not limited to, counsel fees, litigation costs and expenses, the expenses of maintaining and preserving the Project and the expenses of re-letting or selling the Project.

"Event of Default" means one of the following events:

(a) Default in the due and punctual payment of any interest on any Bond, provided that the same shall not be a default until ten (10) days following the receipt of written notice asserting such default from the person or entity claiming such default;

(b) Default in the due and punctual payment of the principal of any Bond on the stated maturity or accelerated maturity date thereof, or at the redemption date thereof, provided that the same shall not be a default until ten (10) days following the receipt of written notice asserting such default from the person or entity claiming such default;

(c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in any 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 Bondowners owning 100% 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 such default is corrected; or

(d) An "Event of Default" as defined in the Lease, the Base Lease, or the PILOT Agreement.

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

"Improvements" mean all buildings, building improvements, machinery, furnishings and equipment purchased in whole or in part from the proceeds of the Series 2026 Bonds or any Additional Bonds.

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

"Interest Payment Date" means any date on which any interest is payable on any Bond. With respect to the Series 2026 Bonds, the Interest Payment Date is November 1 of each year commencing November 1, 2027, through and including November 1, 2037.

"Interest Rate" means, (a) with respect to the Series 2026 Bonds, 3.00% per annum calculated on a 30/360-day basis and (b) with respect to any Additional Bonds, the rate provided for in this Indenture or Supplemental Indenture authorizing the issuance of such Additional Bonds.

"Investment Contract" means an agreement to deposit all or any portion of the proceeds of the sale of the Bonds with a bank, with the deposits to bear interest at an agreed rate.

"Investment Securities" mean any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the Trustee pursuant to this Indenture:

(i) Government Securities;

(ii) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, National Bank for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farmers Home Administration;

(iii) savings or other depository accounts or certificates of deposit, whether negotiable or nonnegotiable, 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 deposits shall be either of a bank, trust company or national banking association continuously and fully insured by the Federal Deposit Insurance Corporation, or continuously and fully secured by such securities as are described above in clauses (i) or (ii), which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such deposits and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association accepting such deposit or issuing such certificate 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 it 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.

(iv) any Investment Contract or 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) or government bond dealer reporting to, trading with, and recognizing as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in clauses (i) or (ii) above;

(v) any investment in shares or units of a money market fund or trust determined by the Trustee to be suitable for and customarily used for investment of trust funds by trust departments of commercial banks; or

(vi) investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in clauses (i), (ii) or (iii) above.

"Issuer" means the City of Gardner, Kansas, a body politic and corporate incorporated as a city of the first class, duly organized and existing under the laws of the State, and its successors and assigns.

"Land" means the real property (or interests therein) described in *Schedule I*.

"Lease" means the Lease delivered concurrently with 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 XII of this Indenture.

"Lender" means the Lender as defined in the Lease.

"Master Site Work Project" means the installation and improvement of various sitework and infrastructure elements on the Land related to the Project necessary to develop the Land into an industrial park.

"Maturity Date" means the date on which the principal of any Bond becomes due and payable as therein and herein provided, whether at the stated maturity thereof or at a call for redemption or otherwise. With respect to the Series 2026 Bonds, the Maturity Date is November 1, 2037.

"Mortgage" means the Mortgage as defined in the Lease.

"Notice Representative" means:

(1) With respect to the Company, a manager at its Notice Address (as defined in the Lease).

(2) With respect to the Issuer, its duly acting clerk at its Notice Address (as defined in the Lease).

(3) With respect to the Trustee, any corporate trust officer at its Notice Address (as defined in the Lease).

"Original Proceeds" mean all sale proceeds, including accrued interest, from sale of the Series 2026 Bonds to the Original Purchaser and all investment earnings credited to the Project Fund prior to the Completion Date.

"Original Purchaser" means Crossroads Commerce Industrial.

"Outstanding" means, as of a particular date, all Bonds issued, authenticated and delivered under this Indenture (including any Supplemental Indentures), except:

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

(b) Bonds for the payment or redemption of which moneys or investments have been deposited in trust with the Trustee and irrevocably pledged to such payment of redemption in accordance with the provisions of Section 1302 of this Indenture; 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" means the owner of any Bond as shown on the registration books of the Trustee maintained as provided in this Indenture.

"Paying Agent" means the Trustee and its successors and assigns.

"Payment Date" means the Principal Payment Date or the Interest Payment Date on any Bond.

"Permitted Encumbrances" mean the Mortgage; any mortgages, liens or other encumbrances described in *Schedule I*; easements and rights-of-way of record at the time of

conveyance of the leasehold interest in the Land to the Issuer, and any other exceptions not affecting marketability or the usefulness of the Project to the Company.

"PILOT Agreement" means the Payment in Lieu of Tax Agreement (Panattoni Lot 1 – Building 1 Project), dated as of November [__], 2026, by and among the Company and the City.

"Principal and Interest Payment Account" means the "City of Gardner, Kansas Principal and Interest Payment Account for Industrial Revenue Bonds (Panattoni Lot 1 – Building 1 Project)" created pursuant to Section 601 of this Indenture.

"Principal Payment Date" means any date on which principal on any Bond is due and payable, whether at the Maturity Date or earlier required redemption. With respect to the Series 2026 Bonds, the Principal Payment Date is November 1 in each year commencing on November 1, 2027, through and including the Maturity Date.

"Project" means the Land and the Improvements, together with any Project Additions.

"Project Additions" mean any additional Improvements or any modifications, extensions or enlargements of the Improvements acquired, constructed or installed from proceeds of any series of Additional Bonds authorized and issued pursuant to this Indenture. It also includes any alterations or additions made to the Project to the extent provided in Articles XI and XII of the Lease.

"Project Costs" mean those costs incurred in connection with the acquisition, construction or installation of any Improvements, including:

(a) all costs and expenses necessary or incident to the acquisition of the Land, if any, and such of the Improvements as are acquired, constructed, improved or in progress at the date of such issuance of the Series 2026 Bonds;

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

(c) all costs and expenses of acquiring, constructing, improving or installing Improvements;

(d) payment of interest actually incurred on any interim financing obtained from a lender unrelated to the Company for acquisition or performance of work on Improvements prior to the issuances of Additional Bonds;

(e) the cost of the title insurance policies and the cost of any insurance and performance and payment bonds maintained during the Construction Period in accordance with Article VI of the Lease, respectively;

(f) interest accruing on Additional Bonds prior to the Completion Date, if and to the extent any Original Proceeds of Additional Bonds deposited to the credit of the Principal and Interest Payment Account pursuant to Section 602 of this Indenture are insufficient for payment of such interest; and

(g) Costs of Issuance.

"Project Fund" means the fund authorized and established with the Trustee pursuant to this Indenture and designated the "City of Gardner, Kansas Project Fund for Industrial Revenue Bonds (Panattoni Lot 1 – Building 1 Project)."

"Purchase Price" means (a) with respect to the Series 2026 Bonds, any amount of money up to $34,000,000, which may be funded in increments as provided in Section 4.2 of the Lease; provided, however, that the initial funding of the Series 2026 Bonds must occur on the date of original delivery of the Series 2026 Bonds to the Original Purchaser and may not be less than the lesser of $100,000 or 5.00% of the maximum principal amount of the Series 2026 Bonds, and (b) with respect to any Additional Bonds, the amount set forth in this Indenture or supplement to this Indenture authorizing the issuance of such Additional Bonds.

"QIB" means a qualified institutional buyer as defined in Rule 144A promulgated by the Securities Exchange Commission under the Securities Act of 1933.

"Record Date" means as of the close of business of the 15th day of the month in each year preceding each Interest Payment Date, or if such date is not a Business Day, the Business Day immediately preceding such date.

"Rental Payments" mean the aggregate of the Basic Rent and Additional Rent payments provided for pursuant to Article III of the Lease.

"Series 2026 Bonds" mean the City of Gardner, Kansas, Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (Panattoni Lot 1 – Building 1 Project), in the principal amount not to exceed $34,000,000.

"State" means the State of Kansas.

"Supplemental Indenture" means any indenture supplementing or amending this Indenture entered into by the Issuer and the Trustee pursuant to Article XI of this Indenture.

"Transaction Documents" means the Indenture, the Bonds, the Base Lease, the Lease, the Bond Purchase Agreement, the PILOT Agreement and any amendments or supplements to any of the foregoing.

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

"Trustee" means BOKF, N.A., Kansas City, Missouri, a banking corporation or association incorporated under the laws of the United States or one of the states thereof, in its capacity as trustee, bond registrar and paying agent, and its successor or successors serving as Trustee under this Indenture.

"Unassigned Issuer Rights" mean the rights of the Issuer pursuant to the Base Lease and the Lease to indemnification, to consent, to receive notice, to receive purchase option payments, to be insured or to receive money for its own account for payment of fees or expenses advanced by the Issuer in connection with the Base Lease and the Lease, all in accordance with the terms of the Lease.

"1933 Act" means the Securities Act of 1933, as amended.

[*Remainder of Page Intentionally Left Blank*]

SCHEDULE I

DESCRIPTION OF PROJECT

The following property leased to the City of Gardner, Kansas (the "Issuer" and the "City") in connection with the issuance by the Issuer of its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (Panattoni Lot 1 – Building 1 Project) (the "Series 2026 Bonds"):

(a) The following described real estate in Johnson County, Kansas:

Lot 1, and Tracts A, B, and C, CROSSROADS COMMERCE CENTER, a subdivision in the City of Gardner, Johnson County, Kansas;

Said real property constituting the "Land" as referred to in the Indenture and the Lease entered into by the Issuer concurrently with the issuance of the Series 2026 Bonds (the "Indenture" and the "Lease", respectively), subject to the Permitted Encumbrances.

(b) All buildings, building additions, improvements, machinery, furnishings and equipment now constructed, located or installed on the Land, all or any portion of the costs of which were paid from the proceeds of the Issuer's Series 2026 Bonds, and which constitute Improvements as defined in the Indenture, together with any substitutions or replacements therefor, the property described in paragraphs (a) and (b) of this *Schedule I* together constituting the "Project" as referred to in the Indenture and the Lease.

BASE LEASE AGREEMENT

DATED AS OF NOVEMBER 1, 2026

AMONG

CROSSROADS COMMERCE INDUSTRIAL, LLC
AND
CROSSROADS COMMERCE CENTER, LLC
AS LESSOR

AND

CITY OF GARDNER, KANSAS

AS LESSEE

RELATING TO:

NOT TO EXCEED $34,000,000
INDUSTRIAL REVENUE BONDS
(TAXABLE UNDER FEDERAL LAW)
SERIES 2026
(PANATTONI LOT 1 – BUILDING 1 PROJECT)

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Schedule I – Description of Project

BASE LEASE AGREEMENT

THIS BASE LEASE AGREEMENT dated as of November 1, 2026 (the "Base Lease"), among **CROSSROADS COMMERCE INDUSTRIAL, LLC**, a Delaware limited liability company ("Crossroads Commerce Industrial") and **CROSSROADS COMMERCE CENTER, LLC**, a Kansas limited liability company ("Crossroads Commerce Center", and together with Crossroads Commerce Industrial individually and collectively, as the context requires, the "Company"), as lessor, and the **CITY OF GARDNER, KANSAS**, a political subdivision duly organized and existing under the laws of the State of Kansas (the "Issuer" and the "City"), as lessee.

WITNESSETH:

WHEREAS, the Issuer is authorized under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to purchase, acquire, construct, improve, equip, remodel, sell and lease certain facilities within its jurisdiction for commercial purposes, and to issue revenue bonds for the purpose of paying the cost of such facilities, and to pledge the income and revenues to be derived from the operation of such facilities to secure the payment of the principal of, and interest on such bonds; and

WHEREAS, pursuant to the Act, the governing body of the Issuer has heretofore passed an ordinance on [November 2], 2026, authorizing the Issuer to issue its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (Panattoni Lot 1 – Building 1 Project), in the principal amount not to exceed $34,000,000 (the "Series 2026 Bonds"), for the purpose of financing the cost of acquiring, constructing, equipping, and furnishing an approximately 469,128 square foot industrial/flex facility, including land, buildings, improvements, and equipment (the "Improvements"), generally located at the northeast corner of 175th Street and South Clare Road within the City and to lease the Project (as herein defined) to the Company; and

WHEREAS, the Company, collectively, is the owner of certain real property, as more particularly described on *Schedule I* attached hereto (the "Land"), on which the Improvements are or will be located (the Improvements and the Land, collectively, the "Project"); and

WHEREAS, in order to satisfy the requirements of the Act, the Issuer proposes to acquire a leasehold interest in the Project pursuant to this Base Lease, and proposes to lease the Project back to the Company pursuant to the Lease dated as of November 1, 2026 (the "Lease"), among the Issuer, as sublessor, and the Company, as sublessee, for rentals which will be sufficient to provide for the payment of the principal and interest on the Series 2026 Bonds; and

WHEREAS, pursuant to the foregoing, the Company desires to lease the Project to the Issuer and the Issuer desires to lease the Project from the Company, for the rentals and upon the terms and conditions hereinafter set forth;

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

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The capitalized terms used in this Base Lease and not otherwise defined herein shall have the meanings assigned to them in the Trust Indenture dated as of November 1, 2026 (the "Indenture"), between the Issuer and BOKF, N.A., Kansas City, Missouri (the "Trustee"), as trustee, relating to the Series 2026 Bonds.

ARTICLE II

REPRESENTATIONS

Section 2.01. Representations by the Company. The Company represents and warrants that:

(a) Crossroads Commerce Industrial is, and at all times will be, a limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware and qualified to do business in the State of Kansas. Crossroads Commerce Center is, and at all times will be, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Kansas. The Company has, and will at all times have, all requisite power to own and lease its property and conduct its business as now conducted and as presently contemplated, to execute and deliver this Base Lease and to perform its duties and obligations hereunder.

(b) Neither the execution and delivery by the Company of this Base Lease nor the compliance with the terms and conditions of this Base Lease,

(i) will, to the knowledge of the Company, violate any material provision of applicable law, any order of any court or other agency of government applicable to the Company;

(ii) will violate any material provision of any of the organizational or other governing documents of the Company, any indenture, agreement or other instrument to which the Company is now a party or by which it or any of its properties or assets is bound;

(iii) will be in conflict with, result in a material breach of or constitute a material default (with due notice or the passage of time or both) under any material provision of any such indenture, agreement or other instrument;

(iv) will, to the knowledge of the Company, be in conflict with or result in a material breach of or constitute a material default under any material provision of any license, judgment, decree, applicable law, statute, order, rule or regulation of any governmental agency or body having jurisdiction over the Company or any of its activities or properties; or

(v) will result in the creation or imposition of any charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company, except for Permitted Encumbrances.

(c) The Company, collectively, has fee simple title in the Land, and its interest therein is subject to no liens or encumbrances other than Permitted Encumbrances.

Section 2.02. Representations by Issuer. The Issuer represents that:

(a) The Issuer is a political subdivision duly organized and existing under the laws of the State of Kansas. Under the provisions of the Act, the Issuer has lawful power and authority to enter into the transactions contemplated by this Base Lease and to carry out its obligations hereunder. The Issuer has been duly authorized to execute and deliver this Base Lease, acting by and through its duly authorized officers. The Issuer agrees that it will do or use its best efforts to cause to be done all things necessary to preserve and keep in full force and effect the Issuer's existence.

(b) The Issuer is authorized, and has taken all necessary action, to issue the Series 2026 Bonds to provide funds for the financing of the Project including the Improvements and the acquisition of a leasehold interest in the Project as described on *Schedule I* attached hereto, and proposes by the Lease to sublease the Project to the Company.

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

ARTICLE III

GRANTING CLAUSE

Section 3.01. Lease of the Project. The Company hereby rents, leases and lets the Project to the Issuer, and the Issuer rents, leases and hires the Project from the Company, subject to Permitted Encumbrances and for rentals and upon and subject to the terms and conditions herein set forth, for a term commencing on the date of delivery of this Base Lease and ending on November 1, 2037; provided, however, this Base Lease shall remain in full force and effect so long as any obligation of the Company under the Lease shall be outstanding and so long as the Lease shall remain in effect as more fully provided in the Lease (the "Lease Term"), unless sooner terminated in a manner provided for herein, provided that the Company shall not exercise any right so reserved in any manner that will interfere with any rights of the Issuer hereunder.

ARTICLE IV

QUIET ENJOYMENT; RENTAL PROVISIONS

Section 4.01. Quiet Enjoyment. The Company hereby covenants and agrees that it will not take any action, other than pursuant to the Lease and Article V, Article VI and Article VIII of this Base Lease, to prevent the Issuer from having quiet and peaceable possession and enjoyment

of the Project during the Lease Term and will, at the request of the Issuer, and at the expense of the Company, cooperate with the Issuer in order that the Issuer may have quiet and peaceable possession and enjoyment of the Project and will defend the Issuer's enjoyment thereof against all parties.

Section 4.02. Consideration and Rentals. The Issuer shall deposit the proceeds from the sale of the Series 2026 Bonds with the Trustee in accordance with the Indenture. Such deposit shall constitute full and complete payment of all rentals due hereunder and following such deposit the Issuer shall not have any obligation to make any payments to any person in connection with this Base Lease.

Section 4.03. Sublease by Issuer. It is understood and agreed by the Issuer and the Company that the Issuer will sublease the Project to the Company pursuant to the Lease. The Issuer shall at no time agree to any amendment or modification of the provisions of the Lease without the prior written consent of the Company and the Trustee.

Section 4.04. Payment of Taxes. The Company covenants and agrees that it will, from time to time, promptly pay and discharge or cause to be paid and discharged, prior to delinquency, all taxes, assessments and other governmental charges lawfully imposed upon the Project or any part thereof or upon the income and profits thereof.

ARTICLE V

SPECIAL COVENANTS

Section 5.01. Granting of Easements. The Company may, to the extent permitted under the Lease, at any time or times (a) grant easements, licenses, rights-of-way and other rights or privileges in the nature of easements with respect to any property included in the Project, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine.

Section 5.02. Indemnification. The Company hereby agrees to indemnify the Issuer to the extent required under the Lease and the Bond Purchase Agreement.

ARTICLE VI

ASSIGNMENT, SUBLEASING AND MORTGAGING

Section 6.01. No Assignment, Subleasing and Mortgaging of the Project by the Issuer. The Issuer agrees that, except for the Lease and the assignment of its interest in the Lease to the Trustee pursuant to the Indenture, it will not sell, assign, convey, mortgage, encumber, further sublease or otherwise dispose of its interest in this Base Lease or any part of its interest in the Project except as expressly permitted by this Base Lease and the Lease during the Lease Term. If the laws of the State of Kansas at the time shall so permit, nothing contained in this Section shall prevent the consolidation of the Issuer with, or merger of the Issuer into, or transfer of the complete interest of the Issuer in the Project to, any municipal or public corporation whose property and income are not subject to taxation and which has corporate authority to carry on the business of leasing the Project; provided that, upon any such consolidation, merger or transfer, the due and

punctual performance and observance of all the agreements and conditions of this Base Lease to be kept and performed by the Issuer, shall be expressly assumed in writing by such entity resulting from such consolidation or surviving such merger or to which the Issuer's complete interest in the Project shall be transferred.

Section 6.02. Assignment, Subleasing and Mortgaging of the Project by the Company. Except as otherwise provided in Sections 9.1 and 9.2 of the Lease, the Company may not sublease, assign or mortgage its interest or any part hereof in this Base Lease without the prior written consent of the governing body of the Issuer. In the event of any such assignment, the Company shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent herein provided, and no such assignment and no dealings or transactions between the Issuer or the Trustee and any such assignee shall relieve the Company of any of its duties and obligations hereunder. The Issuer and the Company further acknowledge that this Base Lease and the Lease are subordinate to the Mortgage and that the Lender has not granted any rights of nondisturbance with respect to this Base Lease.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.01. Events of Default. An "Event of Default" shall mean, wherever used in this Base Lease, any failure by the Issuer or the Company to observe and perform any applicable covenant, condition, or agreement in this Base Lease on its part to be observed or performed and the lapse of a period of sixty days after written notice (or, if such a cure is not possible within sixty days, such longer period as may be needed provided that the curing party is continuously and diligently pursuing such cure), specifying such failure and requesting that it be remedied, given to the Issuer and the Trustee by the Company if there is an Event of Default by the Issuer, or given to the Company and the Trustee by the Issuer, if there is an Event of Default by the Company, unless the Issuer or the Company (as applicable) shall agree in writing to an extension of such time prior to its expiration. An Event of Default under the Lease or the PILOT Agreement shall also be an Event of Default under this Base Lease.

Section 7.02. Remedies on Default. Whenever an Event of Default specified in Section 7.01 hereof shall have happened and be continuing, the Company shall have the option to provide for the termination of this Base Lease in the manner provided in Article VIII hereof. The Issuer may terminate this Base Lease and exercise such other remedies as provided in Article XX of the Lease.

Section 7.03. Rights and Remedies Cumulative. The rights and remedies reserved by the Issuer and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Issuer and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Base Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Nothing in this Section is intended to imply that the Issuer must take any action or execute any instrument unless specifically required to do so by this Base Lease.

Section 7.04. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments hereunder without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults which were in existence at the time such payment or payments were accepted by it.

Section 7.05. Performance by Issuer. The Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Company, or shall have received the instrument to be executed, and at the Issuer's option shall have received from the Company assurance satisfactory to the Issuer that the Issuer shall be reimbursed for its reasonable expenses incurred or to be incurred in connection with taking such action or executing such instrument. Nothing in this Section is intended to imply that the Issuer must take any action or execute any instrument unless specifically required to do so by this Base Lease.

ARTICLE VIII

EARLY TERMINATION OF BASE LEASE

Section 8.01. Early Termination of Base Lease. In the event the Company shall cause all of the Series 2026 Bonds to be paid in the manner set forth in Article XIII of the Indenture, or the Lease is terminated for any reason, the Company shall be entitled to terminate this Base Lease provided the Company has also complied with all requirements of Sections 17.1 and 17.2 of the Lease. Upon such termination, the Issuer shall deliver to the Company any instruments which may be reasonably required by the Company to evidence such termination and the relinquishment of all of the Issuer's rights and interest in the Project and in this Base Lease.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when given in the manner and to the notice addresses provided in Article XXIII of the Lease. Copies of each notice, certificate or other communication given hereunder by any party hereto shall be given to all parties hereto. By notice given hereunder, any party may designate further or different addresses to which subsequent notices, certificates or other communications are to be sent. A duplicate copy of each notice, certificate, request or other communication given hereunder to the Issuer or the Company shall also be given to the Trustee.

Section 9.02. Binding Effect. This Base Lease shall inure to the benefit of and shall be binding upon the Issuer, the Company and their respective successors and assigns. The Trustee shall be a third-party beneficiary of this Base Lease.

Section 9.03. Company's Rights, Obligations and Representations. Notwithstanding any provision herein to the contrary, unless the context of this Base Lease clearly indicates otherwise, all obligations, liabilities and duties of the Company under this Base Lease shall be joint and several obligations, liabilities and duties of each entity constituting the Company, all rights and privileges granted to the Company under this Base Lease shall inure to all entities constituting the Company and all representations and warranties of the Company made pursuant to this Base Lease shall constitute a representation and warranty of each entity constituting the Company.

Section 9.04. Severability. In the event any provision of this Base Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.05. Amendments, Changes and Modifications. Subsequent to the issuance of the Series 2026 Bonds and prior to their payment in full, this Base Lease may not be amended, changed, modified, altered or terminated without the prior written consent of the parties hereto and the Trustee.

Section 9.06. Execution in Counterparts. This Base Lease 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. Hand signatures transmitted in portable document format (PDF) or similar format are also permitted as binding signatures to this Base Lease.

Section 9.07. Applicable Law. This Base Lease shall be governed by and construed in accordance with the laws of the State of Kansas.

Section 9.08. Captions. The captions or headings in this Base Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Base Lease.

Section 9.09. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be sent, received 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. Notwithstanding the foregoing, and except as expressly authorized under Article II of the Indenture, no reproduction of any Bond certificate, in whole or in part, by electronic means or otherwise, shall be deemed to be or shall be relied upon as authentic, valid or original.

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IN WITNESS WHEREOF, the Issuer has caused this Base Lease Agreement to be signed by an authorized official, such signature to be attested by an authorized officer, and its official seal to be applied, as of the date first above written.

CITY OF GARDNER, KANSAS

By: _____
Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

"ISSUER"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me on November _____, 2026, by Todd Winters, Mayor, and Renee Rich, City Clerk, respectively, of the **CITY OF GARDNER, KANSAS**, a municipal corporation and political subdivision of the State of Kansas.

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

_____
Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the Company has caused this Base Lease Agreement to be signed by an authorized signatory, as of the date first above written.

CROSSROADS COMMERCE INDUSTRIAL, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

"COMPANY"

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2026, by _____, who acknowledged himself/herself to be the _____ of **CROSSROADS COMMERCE INDUSTRIAL, LLC**, a Delaware limited liability company, and that said instrument was signed on behalf of said company and acknowledged to be the free act and deed of said company.

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

_____
Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the Company has caused this Base Lease Agreement to be signed by an authorized signatory, as of the date first above written.

CROSSROADS COMMERCE CENTER, LLC,
a Kansas limited liability company

By: _____
Name: _____
Title: _____

"COMPANY"

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2026, by _____, who acknowledged himself/herself to be the _____ of **CROSSROADS COMMERCE CENTER, LLC**, a Kansas limited liability company, and that said instrument was signed on behalf of said company and acknowledged to be the free act and deed of said company.

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

_____
Notary Public

My Commission Expires: _____

SCHEDULE I

DESCRIPTION OF PROJECT

The following property leased to the City of Gardner, Kansas (the "Issuer" and the "City") in connection with the issuance by the Issuer of its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (Panattoni Lot 1 – Building 1 Project) (the "Series 2026 Bonds"):

(a) The following described real estate in Johnson County, Kansas:

Lot 1, and Tracts A, B, and C, CROSSROADS COMMERCE CENTER, a subdivision in the City of Gardner, Johnson County, Kansas.

Said real property constituting the "Land" as referred to in the Indenture and the Lease entered into by the Issuer concurrently with the issuance of the Series 2026 Bonds (the "Indenture" and the "Lease", respectively), subject to the Permitted Encumbrances.

(b) All buildings, building additions, improvements, machinery, furnishings and equipment now constructed, located or installed on the Land, all or any portion of the costs of which were paid from the proceeds of the Issuer's Series 2026 Bonds, and which constitute Improvements as defined in the Indenture, together with any substitutions or replacements therefor, the property described in paragraphs (a) and (b) of this *Schedule I*, subject to the Permitted Encumbrances, together constituting the "Project" as referred to in the Indenture and the Lease.

CITY OF GARDNER, KANSAS

AS ISSUER

AND

CROSSROADS COMMERCE INDUSTRIAL, LLC
AND
CROSSROADS COMMERCE CENTER, LLC

AS TENANT

LEASE

DATED AS OF NOVEMBER 1, 2026

RELATING TO
NOT TO EXCEED $34,000,000
INDUSTRIAL REVENUE BONDS
(TAXABLE UNDER FEDERAL LAW)
SERIES 2026
(PANATTONI LOT 1 – BUILDING 1 PROJECT)

LEASE

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LEASE

THIS LEASE, made and entered into as of November 1, 2026, among the **CITY OF GARDNER, KANSAS** (the "Issuer") and **CROSSROADS COMMERCE INDUSTRIAL, LLC**, a Delaware limited liability company ("Crossroads Commerce Industrial") and **CROSSROADS COMMERCE CENTER, LLC**, a Kansas limited liability company ("Crossroads Commerce Center" and together with Crossroads Commerce Industrial individually and collectively, as the context requires, the "Company"), as tenant.

WITNESSETH:

WHEREAS, the Issuer is a municipal corporation incorporated as a city of the second class, duly organized and existing under the laws of the State of Kansas (the "State"), with full lawful power and authority to enter into this Lease by and through its governing body; and

WHEREAS, the Issuer, in furtherance of the purposes and pursuant to the provisions of the laws of the State, particularly K.S.A. 12-1740 *et seq.*, as amended (the "Act"), and in order to provide for the economic development and welfare of the City of Gardner, Kansas, and its environs and to provide employment opportunities for its citizens and to promote the economic stability of the State, has proposed and does hereby propose that it shall:

(a) acquire a leasehold interest in and construct, equip and furnish the Project (as defined in the Indenture);

(b) lease the Project to the Company for the rentals and upon the terms and conditions hereinafter set forth;

(c) issue, for the purpose of paying Project Costs (as defined in the Indenture), the Series 2026 Bonds under and pursuant to and subject to the provisions of the Act and the Indenture (herein defined), said Indenture being incorporated herein by reference and authorized by an ordinance of the governing body of the Issuer (the "Ordinance"); and

(d) grant the Company an option to purchase the Issuer's leasehold interest in the Project; and

WHEREAS, the Company, pursuant to the foregoing proposals of the Issuer, desires to lease the Project from the Issuer for the rentals and upon the terms and conditions hereinafter set forth;

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

ARTICLE I

Section 1.1. Definitions. Capitalized terms not otherwise defined in this Lease shall have the meanings set forth in *Appendix B* to the Indenture. In addition to the words, terms and phrases defined in *Appendix B* to the Indenture and elsewhere in this Lease, the capitalized words,

terms and phrases as used herein shall have the meanings set forth in the Glossary of Words and Terms attached as *Appendix D*, unless the context or use indicates another or different meaning or intent.

Section 1.2. Representations and Covenants by the Company. The Company makes the following covenants and representations as the basis for the undertakings on its part herein contained.

(a) Crossroads Commerce Industrial is, and at all times will be, a limited liability company duly formed, validly existing and in good standing under the laws of the state of Delaware and qualified to do business in the State of Kansas. Crossroads Commerce Center is, and at all times will be, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Kansas. The Company has, and will at all times have, all requisite power to own its property and conduct its business as now conducted and as presently contemplated, to execute and deliver this Lease and to perform its duties and obligations hereunder.

(b) Each entity constituting the Company (i) shall maintain and preserve its existence as a limited liability company and maintain its authority to do business in the State and to operate the Project; and (ii) shall not initiate any proceedings of any kind whatsoever to dissolve or liquidate without (A) securing the prior written consent thereto of the Issuer and the Owners of all of the Outstanding Bonds and (B) making provision for the payment in full of the principal of and interest on the Bonds.

(c) To the Company's knowledge, neither the execution and/or delivery of this Lease, the consummation of the transactions contemplated hereby or by the Indenture, nor the fulfillment of or compliance with the terms and conditions of this Lease contravenes in any material respect any provision of its articles of organization or its operating agreement, or conflicts in any material respect with or results in a material breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which the Company is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a material default (without regard to any required notice or the passage of any period of time) under any of the foregoing, or would result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Company under the terms of any mortgage, debt, agreement, indenture or instrument, or violates in any material respect any existing law, administrative regulation or court order or consent decree to which the Company is subject.

(d) This Lease constitutes a legal, valid and binding obligation of the Company enforceable in accordance with its terms.

(e) The Company agrees to operate and will operate the Project, or cause the Project to be operated, as a "facility," as that term is contemplated in the Act, from the date of the Issuer's acquisition of its leasehold interest in the Project to the end of the Term.

(f) The estimated total cost of the Project to be financed by the Series 2026 Bonds, plus interest on the Series 2026 Bonds during acquisition, construction, equipping

and furnishing of the Improvements, and expenses anticipated to be incurred in connection with the issuance of the Series 2026 Bonds, will not be less than the aggregate face amount of the Series 2026 Bonds funded pursuant to the Bond Purchase Agreement.

(g) The Company hereby agrees to cooperate with the Issuer and/or the Secretary to provide the necessary information required for compliance with the new reporting requirements set forth in K.S.A. 74-50,226 *et seq,* to the extent such requirements are applicable to the Company in regard to the Bonds and/or the accompanying exemption from ad valorem taxation for the Project. Such information will be in the form and manner required by the Secretary for publication on the applicable Kansas Department of Commerce website. The Company will also pay any and all administrative fees to be collected by the Secretary or the State in connection with these reporting requirements.

Section 1.3. Representations and Covenants by the Issuer. The Issuer makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) It is a municipal corporation incorporated as a city of the second class, duly organized under the constitution and laws of the State. Under the provisions of the Act and the Ordinance, the Issuer has the power to enter into and perform the transactions contemplated by this Lease and the Indenture and to carry out its obligations hereunder or thereunder.

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against the Project, except for this Lease, any Permitted Encumbrances, any Impositions and the pledge of the Project pursuant to the Indenture.

(c) Except as otherwise provided herein or in the Indenture, it will not during the Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance (other than Permitted Encumbrances) to be placed against, the Project, except this Lease, any Impositions and the pledge of the Project pursuant to the Indenture.

(d) It has duly authorized the execution and delivery of this Lease and the Indenture and the issuance, execution and delivery of the Series 2026 Bonds.

(e) It has obtained the consent to and/or approval of the issuance of the Series 2026 Bonds by each municipal corporation and political subdivision the consent or approval of which is required by the provisions of the Act.

(f) This Lease constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms.

ARTICLE II

Section 2.1. Granting of Leasehold. The Issuer by these presents hereby rents, leases and lets unto the Company its leasehold interest in the Project and the Company hereby

rents, leases and hires from the Issuer, for the rentals and upon and subject to the terms and conditions hereinafter set forth, the Issuer's leasehold interest in the Project for the Basic Term.

Section 2.2. Basic Term. This Lease shall commence as of the date of this Lease and end on November 1, 2037, subject to prior termination as specified in this Lease, but ending in any event when all of the principal of and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Indenture.

ARTICLE III

Section 3.1. Basic Rent. The Issuer reserves and the Company covenants and agrees to pay to the Trustee hereinafter provided and in the Indenture designated, for the account of the Issuer and during the Basic Term, for deposit in the Principal and Interest Payment Account referred to herein and in the Indenture established, on each Basic Rent Payment Date, Basic Rent in immediately available funds.

Section 3.2. Presentation of Bonds in Satisfaction of Rent. In the event the Company acquires any Outstanding Bonds, the Company may present the same to the Trustee for cancellation, and upon such cancellation, the Company's obligation to pay Basic Rent shall be reduced accordingly, but in no event shall the Company's obligation to pay Basic Rent be reduced in such a manner that the Trustee shall not have on hand in the Principal and Interest Payment Account funds sufficient to pay the maturing principal of and interest on Outstanding Bonds as and when the same shall become due and payable in accordance with the provisions of the Indenture.

Section 3.3. Additional Rent. Within 30 days after receipt of written notice thereof, the Company shall pay any Additional Rent required to be paid pursuant to this Lease.

Section 3.4. Rent Payable Without Abatement or Setoff. The Company covenants and agrees with and for the express benefit of the Issuer and the Bondowners that all payments of Basic Rent and Additional Rent shall be made by the Company as the same become due, and that the Company shall perform all of its obligations, covenants and agreements hereunder without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Improvements shall have been acquired, started or completed, or whether the Issuer's interest in the Project or any part thereof is transferred, defective or non-existent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of the Company, any Change of Circumstances, any change in the tax or other laws of the United States of America, the State, or any municipal corporation of either, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any action of the Issuer or any other event or condition whatsoever, and regardless of the invalidity of any portion of this Lease, and the Company hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Lease or which releases or purports to release the Company therefrom. Nothing in this Lease shall be construed as a waiver by the Company of any rights or claims the Company may have against the Issuer under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the

Issuer separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform in full all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Bondowners.

Section 3.5. Prepayment of Basic Rent. The Company may at any time prepay all or any part of the Basic Rent without penalty or premium.

Section 3.6. Deposit of Rent by Trustee. As assignee of the Issuer's rights hereunder, the Trustee shall deposit, use and apply all payments of Basic Rent and Additional Rent in accordance with the provisions of this Lease and the Indenture.

ARTICLE IV

Section 4.1. Disposition of Original Proceeds; Project Fund. The Original Proceeds shall be paid over to the Trustee for the account of the Issuer. The Trustee shall pay from such Original Proceeds into the Principal and Interest Payment Account the full amount of any accrued interest received upon such sale of the Series 2026 Bonds to the Original Purchaser. The remainder of such proceeds shall be deposited by the Trustee in the Project Fund to be used and applied as provided in this Lease and the Indenture, except that Costs of Issuance may be paid from the Project Fund without further order or authorization.

Section 4.2. Funding of Project Fund.

(a) Prior to the Completion Date for the Project, the Project Fund will be funded by the Bondowner in installments as requests for disbursements substantially in the form attached to this Lease as *Appendix A* are submitted to and accepted by the Trustee. Without the consent of the Trustee, the Company shall not submit more than two requests for disbursement per month. In accordance with the Bond Purchase Agreement, the Bondowner shall disburse installments to the Trustee, for deposits in the Project Fund as the Company submits the above referenced requests for disbursements. In addition, as provided in the Indenture, the Project Costs may be paid or deemed to be paid in such manner as provided by the Trustee.

(b) The Bondowner's obligation to fund the Project Fund ceases upon the occurrence of the earlier of: (i) the Completion Date; (ii) the advancement of maximum principal amount of the Series 2026 Bonds; or (iii) the date on which this Lease is terminated.

ARTICLE V

Section 5.1. Acquisition of Land and Improvements. The Company shall prior to or concurrently with the issuance of the Series 2026 Bonds lease to the Issuer the Land described in *Schedule I* and such of the Improvements as are then completed, installed or in progress pursuant to the Base Lease. The Company shall also concurrently with such conveyance make provisions for the discharge of any liens or encumbrances incurred by it or others in connection with the construction, installation, furnishing or equipping of the Improvements other than Permitted Encumbrances.

Section 5.2. Environmental Matters. A prior Environmental Assessment on the Land has been obtained by the Company which revealed no evidence on the Project of Hazardous Substances or other materials defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance or similar term defined by CERCLA or any other Environmental Law, the removal of which is required by the provisions of any applicable Environmental Law, or the maintenance of which is not in compliance with any such law.

The Company acknowledges that it is responsible for maintaining the Project in compliance with all Environmental Laws. In the event that the Company does not expeditiously proceed with any compliance action with respect to the Project lawfully required by any local, state or federal authority under applicable Environmental Law, the Issuer, immediately after notice to the Company, may elect (but may not be required) to undertake such compliance. Any moneys expended by the Issuer in efforts to comply with any applicable Environmental Law (including the cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Company to the extent of any liability incurred by the Issuer with respect to any breaches of the provisions of this Section.

The Company shall and does hereby indemnify the Issuer, the Trustee and the Bondowners and agrees to defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys' fees and reasonable costs incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence on, escape or removal from the Project of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether before, during or after the term of this Lease, including claims relating to personal injury or damage to property.

The Company agrees to give immediate written notice to the Issuer and the Trustee of any violation of any Environmental Law of which violation the Company has actual knowledge.

Section 5.3. Project Contracts. Prior to the delivery of this Lease, the Company may have entered into a contract or contracts with respect to the acquisition and/or construction of the Improvements. Those contracts, and any such contracts entered into by the Company after delivery of this Lease are hereinafter referred to as the "Project Contracts." Prior to the delivery hereof, certain work has been or may have been performed on the Improvements pursuant to said Project Contracts or otherwise. Subject to the Lender's rights in the Project Contracts, the Company hereby conveys, transfers and assigns to the Issuer all of the Company's rights in, but not its obligations under, the Project Contracts, and the Issuer hereby designates the Company as Issuer's agent for the purpose of executing and performing the Project Contracts. After the execution hereof, the Company shall cause the Project Contracts to be fully performed by the contractor(s), subcontractor(s) and supplier(s) thereunder in accordance with the terms thereof, and the Company covenants to cause the Improvements to be acquired, constructed and/or completed in accordance with the Project Contracts. Any and all amounts received by the Issuer,

the Trustee or the Company from any of the contractors or other suppliers by way of breach of contract, refunds or adjustments shall become a part of and be deposited in the Project Fund.

Section 5.4. Payment of Project Costs for Buildings and Improvements. The Issuer hereby agrees to pay for the acquisition, construction, equipping and furnishing of the Improvements, but solely from the Project Fund, and hereby authorizes and directs the Trustee to fund all amounts submitted by the Company on the certificate of payment of Project Costs in accordance with this Lease, but solely from the Project Fund, from time to time, while the Company is in compliance with the requirements of Section 6.1 hereof, upon receipt by the Trustee of a certificate signed by the Authorized Company Representative in the form set forth by *Appendix A* hereto which is incorporated herein by reference and receipt of lien waivers for all amounts relating to construction of the Project.

The sole obligation of the Issuer under this Section shall be to cause the Trustee to make such disbursements upon receipt of such certificates. The Trustee may rely fully on such certificate and shall not be required to make any investigation in connection therewith, except that the Trustee shall investigate requests for reimbursements by the Company directly to the Company and shall require such supporting evidence as would be required by a reasonable and prudent corporate trustee.

Section 5.5. Payment of Project Costs for Machinery and Equipment. The Issuer hereby agrees to pay for the purchase and acquisition of machinery and equipment constituting a part of the Improvements, but solely from the Project Fund, from time to time, upon receipt by the Trustee of a certificate signed by the Authorized Company Representative in the form provided by *Appendix A* hereto which is incorporated herein by reference and accompanied by the following specific information:

(a) Name of seller;

(b) Name of the manufacturer;

(c) A copy of the seller's invoice, purchase order or other like document evidencing the purchase by the Company of such machinery and/or equipment;

(d) Common descriptive name of machinery or equipment;

(e) Manufacturer's or seller's technical description of machinery or equipment;

(f) Capacity or similar designation;

(g) Serial number, if any; and

(h) Model number, if any.

The sole obligation of the Issuer under this Section shall be to cause the Trustee to make such disbursements upon receipt of said certificates. The Trustee may rely fully on any such certificate and shall not be required to make any independent investigation in connection therewith,

except that the Trustee shall investigate requests for reimbursements directly to the Company and shall require such supporting evidence as would be required by a reasonable and prudent corporate trustee. All machinery, equipment and/or personal property acquired, in whole or in part, from funds deposited in the Project Fund pursuant to this Section shall be a part of the Project.

Section 5.6. Completion of Project. The Company covenants and agrees to proceed diligently to complete the Improvements on or before the Completion Date. Upon completion of the Improvements, the Company shall cause the Authorized Company Representative to deliver a Certificate of Completion, in the form substantially as attached hereto as *Appendix B*, to the Trustee. In the event funds remain on hand in the Project Fund on the date the Certificate of Completion is furnished to the Trustee or on the Completion Date, whichever shall first occur, such remaining funds shall be transferred by the Trustee to the Principal and Interest Payment Account on the earlier of receipt of the Certificate of Completion or the Completion Date and shall be applied in accordance with the provisions of the Indenture.

Section 5.7. Deficiency of Project Fund. If the Project Fund shall be insufficient to pay fully all Project Costs and to fully complete the Improvements, lien free (except for Permitted Encumbrances), the Company covenants to pay the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials, machinery, equipment, property and services as the same shall become due, and the Company shall save the Issuer and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 5.8. Right of Entry by Issuer. The duly authorized agents of the Issuer shall have the right at any reasonable time and upon reasonable advance written notice to the Company prior to the completion of the Improvements to have access to the Project or any part thereof for the purpose of inspecting the acquisition, installation or construction thereof.

Section 5.9. Machinery, Equipment, Furnishings and Other Personal Property Purchased by the Company. If no part of the purchase price of an item of machinery, equipment, furnishings or other personal property is paid from funds deposited in the Project Fund pursuant to the terms of this Lease, then such item of machinery, equipment, furnishings, or other personal property shall not be deemed a part of the Project.

ARTICLE VI

Section 6.1. Liability Insurance. As a condition precedent to payment of Costs of Issuance or disbursement of funds from the Project Fund pursuant to Article V hereunder, the following policies of insurance shall be in full force and effect:

(a) Comprehensive general liability insurance covering the Company's operations in or upon the Project (including coverage for all losses whatsoever arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle in or upon the Project) under which the Company shall be named as insured and the Issuer and the Trustee shall be named as additional insureds, as their interests in the Project shall appear, in an amount not less than $1,000,000 (per occurrence); which policy shall provide that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the Issuer, the Company and the Trustee, such insurance to be

maintained throughout the life of this Lease. The policy should include blanket contractual liability coverage, independent contractors coverage and broad form property damage coverage; and

(b) Worker's compensation with statutory benefits including employers liability in such amount as is satisfactory to Bondowners, or, if such limits are established by law, in such amounts.

(c) With regard to buildings and improvements constituting a part of the Project, builder's risk-completed value form insurance insuring the Project against fire, lightning and all other risks covered by the broadest form extended coverage endorsement then and from time to time thereafter in use in the State to the Full Insurable Value of the Project. Such policy or policies of insurance shall name the Issuer, the Company and the Trustee as insureds or additional insureds, as their respective interests may appear, and all payments received under such policy or policies by the Issuer or the Company shall be paid over to the Trustee and be deposited in the Project Fund.

Section 6.2. Insurance After Completion. The Company shall and covenants and agrees that it will, prior to or simultaneously with the expiration of the insurance provided for in the preceding section and throughout the Basic Term at its sole cost and expense, keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the broadest form extended coverage insurance endorsement then in use in the State in an amount equal to the Full Insurable Value thereof in such insurance company or companies as it may select and shall at all times maintain general accident and public liability insurance required pursuant to Section 6.1(a) hereof, all of which policies shall name the Company, the Issuer, and the Trustee as insureds or additional insureds, as their interests appear, which policies shall not be cancelable except upon at least 10 days prior written notice to the Issuer and the Trustee.

Section 6.3. General Insurance Provisions.

(a) Prior to the expiration dates of the expiring policies, or within 30 days of renewal, certificates of the policies provided for in this Article shall be delivered by the Company to the Trustee. All policies of such insurance and all renewals thereof shall name the Company as insured and the Issuer and the Trustee as additional insureds and loss payees as their respective interests may appear, shall contain a provision that such insurance may not be canceled or amended by the issuer thereof without at least 10 days' written notice to the Issuer, the Company and the Trustee and shall be payable to the Issuer, the Company and the Trustee as their respective interests appear. The Issuer and the Company each hereby agree to do anything necessary, be it the endorsement of checks or otherwise, to cause any such payment to be made to the Trustee, as long as such payment is required by this Lease to be made to the Trustee. Any charges made by the Trustee for its services shall be paid by the Company.

(b) Each policy of insurance hereinabove referred to shall be issued by an insurance company qualified under the laws of the State to assume the risks covered therein.

(c) A Certificate of Insurance Compliance, evidencing the insurance coverage herein required shall be filed with the Trustee annually during the term of this Lease, or immediately

upon the change or transfer of such insurance coverage. The Trustee may conclusively rely on the Certificate of Insurance Compliance and shall not be required to undertake any investigation with respect thereto.

(d) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible.

(e) Each policy of insurance required herein may be provided through blanket policies maintained by the Company.

(f) Anything in this Lease to the contrary notwithstanding, the Company shall be liable to the Issuer and the Trustee pursuant to the provisions of this Lease or otherwise, as to any loss or damage which may have been occasioned by the negligence of the Company, its agents, licensees, contractors, invitees or employees.

ARTICLE VII

Section 7.1. Impositions. The Company shall, during the Term of this Lease, bear, pay and discharge, before the delinquency thereof, any and all Impositions. In the event any Impositions may be lawfully paid in installments, the Company shall be required to pay only such installments thereof as become due and payable during the Term of this Lease as and when the same become due and payable.

Section 7.2. Receipted Statements. Unless the Company exercises its right to contest any Impositions in accordance with Section 7.4 hereof, the Company shall, within 30 days after the last day for payment, without penalty or interest, of an Imposition which the Company is required to bear, pay and discharge the same pursuant to the terms hereof, and deliver to the Issuer a photostatic or other suitable copy of the statement issued therefor duly receipted to show the payment thereof.

Section 7.3. Issuer May Not Sell. The Issuer covenants that except pursuant to Article XX hereof after an Event of Default has occurred and is continuing, without the Company's prior written consent, unless required by law, it will not sell or otherwise part with or encumber its leasehold interest in the Project at any time during the Term of this Lease.

Section 7.4. Contest of Impositions. The Company shall have the right, in its own or the Issuer's name or both, to contest the validity or amount of any Imposition by appropriate legal proceedings instituted at least 10 days before the Imposition complained of becomes delinquent if, and provided, the Company (i) before instituting any such contest, shall give the Issuer and the Trustee written notice of its intention to do so and, if requested in writing by the Issuer, shall deposit with the Trustee a surety bond of a surety company acceptable to the Issuer as surety, in favor of the Issuer, or cash or other form of security reasonably acceptable to the Issuer, in a sum of at least the amount of the Imposition so contested, assuring the payment of such contested Impositions together with all interest and penalties to accrue thereon and court costs, and (ii) diligently prosecutes any such contest and at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (iii) promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures record release or satisfaction thereof. The Company shall hold the Issuer whole and harmless from any costs and

expenses the Issuer may incur related to any such contest due to the Issuer's leasehold interest in the Project. The rights and obligations of the Company in this Section 7.4 are in addition to – and not in place of – the rights and obligations of the Company under Section 5 of the PILOT Agreement.

Section 7.5. Ad Valorem Taxes. The parties acknowledge that under the existing provisions of K.S.A. 79-201a, as amended, the property acquired, constructed, or purchased with the proceeds of the Series 2026 Bonds is entitled to exemption from ad valorem taxation for a period up to 10 calendar years after the calendar year in which the Bonds are issued, provided the Issuer has complied with certain notice, hearing and procedural requirements established by law, and proper application has been made. The Issuer and the Company acknowledge that the agreement with respect to such exemption and Company's obligations to make certain payments in lieu of taxes is set forth in full in the PILOT Agreement; provided, however, that the Issuer and the Company agree that an Event of Default under this Lease constitutes a default under the PILOT Agreement.

The Company shall submit to the Issuer all information necessary to file the application for exemption or the annual claim for exemption with the Kansas Board of Tax Appeals by no later than the 1st day of February of each year in which the exemption is in place.

Section 7.6. Kansas Retailers' Sales Tax. The parties have entered into this Lease in contemplation that under the existing provisions of K.S.A. 79-3606(d) and other applicable law, sales of tangible personal property or services purchased in connection with acquisition, purchase, construction, improvement, equipping, furnishing or remodeling of the Project are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act. The parties agree that the Issuer has previously obtained from the State and furnished to the contractors and suppliers an exemption certificate for the acquisition, purchase, construction, improving, equipping, furnishing or remodeling of the Project. The Company agrees that such exemption shall be used only in connection with the purchase of tangible personal property or services becoming a part of the Project. Upon request by the Issuer, if sufficient information is not available from the Trustee, the Company shall provide a statement to the Issuer reflecting the purchases of tangible personal property or services becoming part of the Project which received an exemption under this Section.

ARTICLE VIII

Section 8.1. Use of Project. Subject to the provisions of this Lease, the Company shall have the right to use the Project for any and all purposes allowed by law and contemplated by the constitution of the State and the Act. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. The Company shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Article.

ARTICLE IX

Section 9.1. Sublease by the Company. Except as provided in this Section 9.1, the Company may sublease all or portions of the Project for use by others in the normal course of its business without the Issuer's prior consent or approval, but with not less than 10 days' prior written notice to the Issuer. Such notice shall identify the name of the subtenant, the type of entity of the subtenant, and its state of organization or formation, if applicable, and provide a brief description of the nature of the business to be conducted by the proposed subtenant at the Project. If, within 10 days after receiving notice from the Company of its intent to enter into a sublease, the City Administrator provides written notice to the Company that, in his or her judgment, it is in the best interest of the Issuer to require the governing body's consent to the proposed sublease, such sublease shall not become effective until the Company receives the written consent of the Issuer to such sublease; provided, however, that the consent of the Issuer shall not be unreasonably withheld. The parties agree that the Issuer may reasonably withhold consent to a proposed subtenant only where the proposed use would not comply with applicable zoning or land use requirements or where the ultimate owner (i.e., an individual) who has more than fifty percent (50%) ultimate ownership in the subtenant has been convicted of one or more felonies, the subtenant has a pending/ongoing bankruptcy, or the subtenant has currently delinquent tax liabilities. If the City Administrator receives written notice of a sublease as provided in this Section 9 and, within the 10-day period set forth above, fails to approve such sublease or fails to forward the same for the governing body's approval, or in the event the governing body fails to reject such sublease at the next regular meeting following the next regular meeting agenda deadline that follows the receipt of such request from the City Administrator, such sublease shall be deemed approved. In the event of any such subleasing, the Company shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between the Issuer or the Trustee and any such subtenant shall relieve the Company of any of its duties and obligations hereunder. All subleases shall be subject and subordinate in all respects to the provisions of this Lease. Nothing in this Lease shall allow the Issuer, its successors or assigns, to disturb the rights of any subtenant of the Company to use the Land and the Improvements thereon under the terms and conditions as set forth in such subtenant's lease with the Company.

Section 9.2. Assignment by the Company. Except as otherwise provided in this Section or Section 9.1, the Company may not assign or mortgage its interest or any part hereof in this Lease or the Base Lease without the prior written consent of the governing body of the Issuer. In the event of any such assignment, the Company shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or transactions between Issuer or the Trustee and any such assignee shall relieve the Company of any of its duties and obligations hereunder, except as may be otherwise provided in the following Section. The consent of the Issuer to any assignment, transfer, encumbrance or disposition described in this Section 9.2 shall not be unreasonably withheld, delayed or conditioned.

The Issuer and the Company acknowledge that the Project is or will be encumbered by and subject to the terms of the Mortgage. No consent by the Issuer shall be required for the mortgage of the Company's interest in the Project or this Lease as provided in the Mortgage. The Company shall provide notice to the Issuer within 30 days from the date the Mortgage is executed by the

Company. The Issuer and the Company further acknowledge that this Lease and the Base Lease are subject and subordinate to the Mortgage and that the Lender has not granted any rights of nondisturbance with respect to this Lease. The Company may collaterally assign its interest in the Base Lease, this Lease, the PILOT Agreement, and any other bond documents related to the transaction without the written consent of the Issuer. The Company may assign this Lease without the consent of the Issuer in the same manner and subject to the same conditions as provided in Section 9 of the PILOT Agreement.

Section 9.3. Release of the Company. If, in connection with an assignment by the Company of its interest in this Lease, (1) the Issuer and the Owners of 100% in aggregate principal amount of the Outstanding Bonds (including any Additional Bonds) shall file with the Trustee their prior written consent to such assignment and (2) the proposed assignee shall expressly assume and agree to perform all of the obligations of the Company under this Lease; then the Company shall be fully released from all obligations accruing hereunder after the date of such assignment.

Section 9.4. Mergers and Consolidations. Notwithstanding the provisions of Sections 9.2 and 9.3 above, if the Company shall assign or transfer, by operation of law or otherwise, its interests in this Lease in connection with a transaction involving the merger or consolidation of the Company with or into, or a sale, lease or other disposition of all or substantially all of the property of the Company as an entirety to another person, association, corporation or other entity, and (1) the Issuer shall file with the Trustee its prior written consent to such assignment or transfer, (2) the proposed assignee, transferee or surviving entity shall expressly assume and agree to perform all of the obligations of the Company under this Lease, and (3) the Company shall furnish the Trustee and the Issuer with evidence in the form of financial statements accompanied by the certificate of an independent certified public accountant of recognized standing establishing that the net worth of such proposed assignee, transferee or surviving corporation or other entity immediately following such assignment or transfer will be at least equal to the net worth of the Company as shown by the most recent financial statement of the Company furnished to the Trustee pursuant to this Lease; then and in such event the Company shall be fully released from all obligations accruing hereunder after the date of such assignment or transfer.

Section 9.5. Covenant Against Other Assignments. The Company will not assign or in any manner transfer its interests under this Lease, nor will it suffer or permit any assignment thereof by operation of law, except for Permitted Encumbrances and assignments or transfers of interest which are otherwise in accordance with the limitations, conditions and requirements herein set forth.

ARTICLE X

Section 10.1. Repairs and Maintenance. The Company covenants and agrees that it will, during the Term of this Lease, at its own expense, keep and maintain the Project and all parts thereof in good condition and repair, including but not limited to the furnishing of all parts, mechanisms and devices required to keep the machinery, equipment and personal property constituting a part of the Project in good mechanical and working order.

Section 10.2. Removal, Disposition and Substitution of Machinery or Equipment. The Company shall have the right, provided the Company is not in default in the payment of Basic Rent and Additional Rent, to remove and sell or otherwise dispose of any machinery or equipment which constitutes a part of the Project and is no longer used by the Company or, in the opinion of the Company, is no longer useful to the Company in its operations (whether by reason of changed processes, changed techniques, obsolescence, depreciation or otherwise), subject, however, to the following conditions:

(a) With respect only to such items of machinery or equipment that originally cost $75,000 or more, to the following:

(i) Prior to any such removal, the Company shall furnish the certificate described below to the Trustee and pay any consideration received for such machinery or equipment as set forth in said certificate to the Trustee and the Trustee shall deposit such amount in the Principal and Interest Payment Account. Any money deposited in the Principal and Interest Payment Account pursuant to this Section shall be used to redeem Outstanding Bonds at their earliest optional redemption date.

(ii) The Company may remove any machinery or equipment constituting a part of the Project without complying with the provisions of subsection (i) above; provided, however, that the Company shall promptly replace any such machinery or equipment so removed with machinery or equipment of the same or a different kind but which perform the same function as the machinery or equipment so removed, and the machinery or equipment so acquired by the Company to replace such machinery or equipment thereafter shall be deemed a part of the Project. The Company shall maintain accurate records of such replacements and upon request shall prepare a certificate of the Authorized Company Representative setting forth a complete description, including make, model and serial numbers, if any, of the machinery or equipment which the Company has acquired to replace the machinery or equipment so removed by the Company, stating the cost thereof and the respective acquisition dates.

(iii) Prior to any such removal, the Company shall prepare a certificate signed by the Authorized Company Representative (A) containing a complete description, including the make, model and serial numbers, if any, of any machinery and equipment constituting a part of the Project which it proposes to remove, (B) stating the reasons for such removal, (C) stating what disposition, if any, of the machinery or equipment is to be made by the Company after such removal and the names of the party or parties to whom such disposition is to be made and any consideration to be received by the Company therefor, if any, and (D) setting forth the original cost of such machinery or equipment.

(b) With respect to such items of machinery or equipment that originally cost less than $75,000, the Company shall deliver to the Trustee a certificate setting forth the facts provided for in subsection (a)(iii) above. In no event shall the Company pursuant to

this subsection (b) remove items of machinery or equipment having an aggregate original cost of more than $500,000 without replacing such items with items of similar cost or value.

All machinery or equipment constituting a part of the Project and removed by the Company pursuant to this Section shall become the absolute property of the Company and may be sold or otherwise disposed of by the Company subject to the certification requirements of this Section. In all cases, the Company shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage to the Project caused thereby. The Company's rights under this Article to remove machinery or equipment constituting a part of the Project is intended only to permit the Company to maintain an efficient operation by the removal of such machinery and equipment no longer suitable to the Company's use for any of the reasons set forth in this Section and such right is not to be construed to permit a removal under any other circumstances and shall not be construed to permit the wholesale removal of such machinery or equipment by the Company.

ARTICLE XI

Section 11.1. Alteration of Project. The Company shall have and is hereby given the right, at its sole cost and expense, to make such changes and alterations in and to any part of the Project as the Company from time to time may deem necessary or advisable without consent of the Issuer or the Trustee; provided, however, the Company shall not make any major change or alteration which will materially adversely affect the intended use or structural strength of any part of the Improvements. All changes and alterations made by the Company pursuant to the authority of this Article shall (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, shall be deemed a part of the Project; provided, however, that additions of machinery, equipment and/or personal property of the Company, not purchased or acquired from proceeds of the Bonds and not constituting a part of the Project shall remain the separate property of the Company and may be removed by the Company at any time; provided further, however, that all such additional machinery, furnishings, equipment and/or personal property which remain in the Project after the termination of this Lease for any cause other than the purchase of the Project pursuant to Article XVII hereof shall, upon and in the event of such termination, become the separate and absolute property of the Issuer.

ARTICLE XII

Section 12.1. Additional Improvements. The Company shall have and is hereby given the right, at its sole cost and expense, to construct on the Land or within areas occupied by the Improvements, or in airspace above the Project, such additional buildings and improvements as the Company from time to time may deem necessary or advisable. All additional buildings and improvements constructed by the Company pursuant to the authority of this Article shall, during the Term, remain the property of the Company and may be added to, altered or razed and removed by the Company at any time during the Term hereof. The Company covenants and agrees (a) to make any repairs and restorations required to repair any damage to the Project because of the construction of, addition to, alteration or removal of, said additional buildings or improvements, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, and (c) to promptly and with due diligence either raze and remove

from the Land, in a good, workmanlike manner, or repair, replace or restore such of said additional buildings or improvements as may from time to time be damaged by fire or other casualty, and (d) that all additional buildings and improvements constructed by the Company pursuant to this Article which remain in place after the termination of this Lease for any cause other than the purchase of the Project pursuant to Article XVII hereof shall, upon and in the event of such termination, shall continue to be subject to the Base Lease; provided, however, the Company shall have the right, prior to or within 60 days after the termination of this Lease, to remove from or about the Project the buildings, improvements, machinery, equipment, personal property, furnishings and trade fixtures which the Company owns under the provisions of this Lease and are not a part of the Project.

ARTICLE XIII

Section 13.1. Securing of Permits and Authorizations. The Company shall not do or permit others under its control to do any work in or in connection with the Project or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have first been procured and paid for. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease.

Section 13.2. Mechanic's Liens. The Company shall not do or suffer anything to be done whereby the Project, or any part thereof, may be encumbered by any mechanic's or other similar lien and if, whenever and so often as any mechanic's or other similar lien is filed against the Project, or any part thereof, the Company shall discharge the same of record within 30 days after the date of filing, unless such time is otherwise extended in accordance with Section 13.3 hereof. Notice is hereby given that the Issuer does not authorize or consent to and shall not be liable for any labor or materials furnished to the Company or anyone claiming by, through or under the Company upon credit, and that mechanic's or similar liens for any such labor, services or materials shall not attach to or affect the estate of the Issuer in and to the Project, or any part thereof.

Section 13.3. Contest of Liens. The Company, notwithstanding the above, shall have the right to contest any such mechanic's or other similar lien if within said 30-day period stated above it (a) notifies the Issuer and the Trustee in writing of its intention so to do, and if requested by the Issuer, deposits with the Trustee a surety bond issued by a surety company acceptable to the Issuer as surety, in favor of the Issuer, cash or other security reasonably acceptable to the Issuer, in the amount of the lien claim so contested, indemnifying and protecting the Issuer from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with said asserted lien and the contest thereof, and (b) diligently prosecutes such contest, at all times effectively staying or preventing any official or judicial sale of the Project or any part thereof or interest therein, under execution or otherwise, and (c) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

Section 13.4. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be contracted for by the Company in the Company's own name or by a subtenant in the subtenant's own name and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

ARTICLE XIV

Section 14.1. Indemnity. The Company shall and hereby covenants and agrees to indemnify, protect, defend and save the Issuer and the Trustee harmless from and against any and all claims, demands, liabilities and costs, including attorneys' fees, arising from damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Project during the Term hereof, including any mechanic's, materialmen's or similar liens against the Project, and upon timely written notice from the Issuer or the Trustee, the Company shall defend the Issuer and the Trustee in any action or proceeding brought thereon; provided, however, the indemnification contained in this paragraph may be reduced, but will not be excused, to the extent that such harm was the direct and proximate result of negligence or willful misconduct of the Issuer or the Trustee or their respective officers, employees, or agents acting under the direction or the control of the Issuer or the Trustee, as applicable, at the time. The Company also covenants and agrees, at its expense, to pay and to indemnify the Issuer and the Trustee from and against all costs, expenses and charges, including reasonable counsel fees (to the extent permitted by law), incurred in obtaining possession of the Project after default of the Company, or in enforcing any covenant or agreement of the Company contained in this Lease, the Base Lease or the Indenture.

ARTICLE XV

Section 15.1. Access to Project. The Issuer, for itself and its duly authorized representatives and agents, including the Trustee, reserves the right to enter the Project at all reasonable times during usual business hours throughout the Term, upon reasonable notice to the Company, for the purpose of (a) examining and inspecting the same, (b) performing such work as may be made necessary by reasons of the Company's default under any of the provisions of this Lease, and (c) while an Event of Default is continuing hereunder, and with reasonable notice to the Company for the purpose of exhibiting the Project to prospective purchasers or lessees. The Issuer may, during the progress of said work mentioned in (b) above, keep and store on the Project all necessary materials, supplies and equipment and shall not be liable for necessary inconvenience, annoyances, disturbances, loss of business or other damage suffered by reason of the performance of any such work or the storage of such materials, supplies and equipment.

ARTICLE XVI

Section 16.1. Option to Extend Term. The Company shall have the option to extend the Basic Term of this Lease for the Additional Term provided that (a) the Company shall give the Issuer written notice of its intention to exercise each such option at least 30 days prior to the expiration of the Basic Term and (b) the Company is not in default hereunder in the payment of Basic Rent or Additional Rent at the time it gives the Issuer such notice or at the time the Additional Term commences. In the event the Company exercises such option, the terms, covenants, conditions and provisions set forth in this Lease shall be in full force and effect and binding upon

the Issuer and the Company during the Additional Term except that the Basic Rent during any extended term herein provided for shall be the sum of $1,000.00 per year, payable in advance on the first Business Day of such Additional Term.

ARTICLE XVII

Section 17.1. Option to Purchase Project. Subject to the provisions of this Article, the Company shall have the option to purchase the Issuer's leasehold interest in the Project at any time during the Term hereof and for a period of 30 days thereafter. The Company shall exercise its option by giving the Issuer written notice of the Company's election to exercise its option and specifying the date, time and place of closing, which date (the "Closing Date") shall neither be earlier than 30 days nor later than 180 days after the notice is given. The Company may not, however, exercise such option if the Company is in Default hereunder on the Closing Date unless all Defaults are cured upon payment of the purchase price specified in Section 17.2.

Section 17.2. Termination of Base Lease and Lease; Purchase Price. If said notice of election to purchase is given, the Issuer and the Company shall terminate the Base Lease and this Lease and the Issuer shall release all of its interest in the Project to the Company on the Closing Date free and clear of all liens and encumbrances except:

(a) Permitted Encumbrances;

(b) those to which title was subject on the date of this Lease, or to which title became subject with the Company's written consent, or which resulted from any failure of the Company to perform any of its covenants or obligations under this Lease;

(c) outstanding taxes and assessments, general and special, if any, which have been assessed but not yet paid; and

(d) the rights of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the Project.

The purchase price to be paid by the Company at closing (which the Company agrees to pay in immediately available funds at the time of delivery of the Issuer's release or other discharge instruments to the Company as hereinafter provided) shall equal:

(i) The full amount which is required to provide the Issuer and the Trustee with funds sufficient, in accordance with the provisions of the Indenture, to pay at maturity or to redeem and pay in full (A) the principal of all of the Outstanding Bonds, (B) all interest due thereon to date of maturity or redemption, whichever first occurs, and (C) all costs, expenses, and premiums incident to the redemption and payment of said Bonds in full, plus

(ii) $1,000.

Nothing in this Article shall release or discharge the Company from its duty or obligation under this Lease to make any payment of Basic Rent or Additional Rent which, in accordance with

the terms of this Lease, become due and payable prior to the Closing Date, or its duty and obligation to fully perform and observe all covenants and conditions herein stated to be performed and observed by the Company prior to the Closing Date.

Section 17.3. Closing of Purchase. On the Closing Date the Issuer shall deliver to the Company appropriate instrument or instruments of assignment or release, properly executed and releasing the Issuer's leasehold interest in the Project to the Company free and clear of all liens and encumbrances except as set forth in the preceding Section above provided as follows: (a) the amount specified in clause (i) of Section 17.2 shall be paid to the Trustee for deposit in the Principal and Interest Payment Account to be used to pay or redeem Bonds and the interest thereon as provided in the Indenture, and (b) the amount specified in clause (ii) of said Section 17.2 shall be paid to the Issuer; provided, however, nothing herein shall require the Issuer to deliver its appropriate instrument or instruments of assignment or release to the Company until after all duties and obligations of the Company under this Lease to the date of such delivery have been fully performed and satisfied. Upon the delivery to the Company of the Issuer's appropriate instrument or instruments of assignment or release and payment of the purchase price by the Company, this Lease shall *ipso facto* terminate, subject to the provisions of Section 20.2 hereof. Consistent with the provisions of Section 302 of the Indenture, the Issuer and the Company acknowledge that the Company may submit the Bonds to the Trustee for cancellation and receive a credit in respect to the principal amount thereof.

Section 17.4. Effect of Failure to Complete Purchase. If, for any reason, the purchase of the Project by the Company pursuant to valid notice of election to purchase is not effected on the Closing Date, this Lease shall be and remain in full force and effect according to its terms the same as though no notice of election to purchase had been given, except that if such purchase is not effected on the Closing Date because the Issuer is unable to release its leasehold interest in the Project, the Company shall have the right to cancel this Lease forthwith if, but only if, the principal of and interest on the Bonds and all costs incident to the redemption and payment of the Bonds have been paid in full. The Company shall also have the right to exercise any legal or equitable remedies, in its own name or in the name of the Issuer, to obtain a release of the Issuer's interest in the Project.

Section 17.5. Application of Condemnation Awards if Company Purchases Project. The right of the Company to exercise its option to purchase the Project under the provisions of this Article shall remain unimpaired notwithstanding any condemnation of title to, or the use for a limited period of, all or any part of the Project. If the Company shall exercise its option and pay the purchase price as provided in this Article, all of the condemnation awards received by the Issuer after the payment of said purchase price, less all attorneys' fees and other expenses and costs incurred by the Issuer as the owner of a leasehold interest in the Project and costs incurred by the Issuer or Trustee in connection with such condemnation, shall belong and be paid to the Company.

Section 17.6. Option to Purchase Unimproved Portions of the Land. The Issuer hereby grants to the Company the right at any time and from time to time to purchase any unimproved portion or portions of the Land subject to the provisions of this Section. For the purposes of this Section "unimproved" shall mean real property upon which no improvements are located, excluding improvements relating to streets, sidewalks, bridges, stormwater, grading,

utility or other similar improvements. As conditions to such purchase, the Issuer and the Trustee shall receive from the Company at least 30 days prior to the proposed date for completing the purchase the following: (1) a written certificate from the Company to the effect that (i) the Company desires to purchase an unimproved portion of the Land, (ii) the proposed date for completing the purchase, and (iii) the Company is not in default under any of the provisions of the Transaction Documents (2) an adequate legal description of that portion (together with the interest in such portion) of the property to be purchased, (3) a certificate of an independent engineer or surveyor, dated not more than 30 days prior to the date of the request stating that, in the opinion of the person signing such certificate, (i) the unimproved portion of the Land is unimproved within the definition contained in this Section (ii) the unimproved portion of the Land so proposed to be purchased is not needed for the operation of the Project, and (iii) the proposed purchase will not impair the usefulness of the Project for its intended purposes and will not destroy the means of ingress thereto and egress therefrom, and (4) the written consent of the Owners of all of the Bonds.

The purchase price for such unimproved portion of the Land shall be determined by the Owners of all of the Bonds and shall be received in writing by the Issuer and the Trustee at least 10 days prior to the proposed date for completing the purchase. Such purchase price shall be paid to the Trustee at the time the Issuer executes and delivers a release from the Base Lease and this Lease of the property which is to be purchased to the Company. The Trustee shall deposit such amount (if any) into the Project Fund. If such amount is more than $1,000.00, such amount shall be used by the Trustee to redeem Bonds in accordance with the Indenture. If such amount is $1,000.00 or less the Trustee shall apply such amount to the next interest payment on the Bonds.

Upon the Issuer's receipt of written notice from the Trustee that the Trustee has received all of the items required by this Section, any duly authorized officers of the Issuer shall execute the necessary documents to release such property from the Base Lease and Lease.

Upon any purchase of portions of the Land pursuant to this Section, the portions of the Land so purchased shall no longer be entitled to the benefits of the PILOT Agreement.

ARTICLE XVIII

Section 18.1. Damage and Destruction.

(a) If, during the Term, the Improvements are damaged or destroyed, in whole or in part, by fire or other casualty, the Company shall promptly notify the Issuer and the Trustee in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the Company shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Company shall (at the Company's expense) forthwith proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, any Net Proceeds of property and/or casualty insurance required by this Lease and received with respect to any such damage or loss to the Improvements shall be paid to the Trustee and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such rebuilding, repairing, restoring or replacing such damage or loss. Any

amount remaining in the Project Fund after such rebuilding, repairing, restoring or replacing shall be paid to the Company.

(c) If the Company shall determine that rebuilding, repairing, restoring or replacing the Improvements are not practicable and desirable, any Net Proceeds of property and/or casualty insurance required by this Lease and received with respect to any such damage or loss to the Project shall be paid into the Principal and Interest Payment Account. Such moneys shall be used to redeem Bonds at their earliest optional redemption date and any balance thereafter shall be refunded to the Company within 30 days. The Company agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Company shall not, by reason of its inability to use all or any part of the Improvements during any period in which the Improvements are damaged or destroyed, or are being repaired, rebuilt, restored or replaced nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent payable by the Company under this Lease nor of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 18.2. Condemnation.

(a) If, during the Term, title to, or the temporary use of, all or any part of the Project shall be condemned by any authority exercising the power of eminent domain, the Company shall, within 10 days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify the Issuer and the Trustee in writing as to the nature and extent of such condemnation and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company shall determine that such substitution is practicable and desirable, the Company shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute improvements. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceeds shall be paid to the Trustee for the account of the Company and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such substitution. Any amount remaining in the Project Fund after such acquisition, construction or installation shall be paid to the Company.

(c) If the Company shall determine, in its sole discretion, that it is not practicable and desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall be paid into the Principal and Interest Payment Account. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Company agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Company shall not, by reason of its inability to use all or any part of the Improvements during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement or any abatement

or diminution of the Basic Rent or Additional Rent payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The Issuer shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof so long as the Issuer is not the condemning authority. In no event will the Issuer voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the written consent of the Company.

Section 18.3. Effect of Company's Defaults. Anything in this Article to the contrary notwithstanding, the Issuer and the Trustee shall have the right at any time and from time to time to withhold payment of all or any part of the Net Proceeds from the Project Fund attributable to damage, destruction or condemnation of the Project to the Company or any third party if an Event of Default has occurred and is continuing, or the Issuer or the Trustee has given notice to the Company of any Default which, with the passage of time, will become an Event of Default. In the event the Company shall cure any Defaults specified herein the Trustee shall make payments from the Net Proceeds to the Company in accordance with the provisions of this Article. However, if this Lease is terminated or the Issuer or the Trustee otherwise re-enters and takes control of the Project without terminating this Lease, the Trustee shall pay all the Net Proceeds held by it into the Principal and Interest Payment Account and all rights of the Company in and to such Net Proceeds shall cease.

ARTICLE XIX

Section 19.1. Change of Circumstances. If a Change of Circumstances occurs, then the Company shall have the option to purchase the Project pursuant to Article XVII hereof or the option to terminate this Lease by giving the Issuer notice of such termination within 90 days after the Company has actual knowledge of the event giving rise to such option. Such termination shall become effective when all of the Bonds Outstanding are paid or payment is provided for pursuant to the Indenture.

ARTICLE XX

Section 20.1. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Issuer may take any one or more of the following remedial actions:

(a) By written notice to the Company upon acceleration of maturity of the Bonds as provided in the Indenture, the Trustee may declare the aggregate amount of all unpaid Basic Rent or Additional Rent then or thereafter required to be paid under this Lease by the Company to be immediately due and payable as liquidated damages from the Company, whereupon the same shall become immediately due and payable by the Company;

(b) Give the Company written notice of intention to terminate this Lease and the Base Lease on a date specified therein, which date shall not be earlier than 30 Business Days after such notice is given and, if all defaults have not then been cured on the date so specified, the Company's leasehold interest in the Project shall cease, and this Lease shall

thereupon be terminated, and the Issuer may re-enter and control the Project for the remaining term of the Base Lease; or

(c) Without terminating the Base Lease or this Lease, conduct inspections or an Environmental Assessment of the Project, and re-enter the Project or take control thereof pursuant to legal proceedings or any notice provided for by law and this Lease. The Issuer or the Trustee acting on behalf of the Issuer may refuse to re-enter or take control of the Project if it has reasonable cause for such refusal. "Reasonable cause" shall include the presence on the Project of conditions which are in violation of any Environmental Law or the existence or threat of a remedial action against the Company under any Environmental Law resulting from conditions on the Project.

Having elected to re-enter or take control of the Project without terminating the Base Lease or this Lease, the Issuer and the Trustee acting on behalf of the Issuer shall use reasonable diligence to relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as are deemed advisable, with the right to make alterations and repairs to the Project, and no such re-entry or taking of control of the Project shall be construed as an election to terminate the Base Lease or this Lease, and no such re-entry or taking of control shall relieve the Company of its obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or of any of its other obligations under the Base Lease or this Lease, all of which shall survive such re-entry or taking of control. The Company shall continue to pay the Basic Rent and Additional Rent provided for in this Lease until the end of the Term, whether or not the Project shall have been relet, less the net proceeds, if any of reletting the Project.

Having elected to re-enter or take control of the Project pursuant to subsection (c) hereunder, the Issuer or the Trustee acting on behalf of the Issuer may (subject, however, to any restrictions against termination of the Base Lease or this Lease in the Indenture), by notice to the Company given at any time thereafter while the Company is in default in the payment of Basic Rent or Additional Rent or in the performance of any other obligation under the Base Lease or this Lease, elect to terminate this Lease in accordance with subsection (b) hereunder and thereafter proceed to sell its interest in the Project.

If, in accordance with any of the foregoing provisions of this Article, the Issuer shall have the right to elect to re-enter and take control of the Project, the Issuer may enter and expel the Company and those claiming through or under the Company and remove the property and effects of both or either by all lawful means without being guilty of any manner of trespass and without prejudice to any remedies for arrears of Basic Rent or Additional Rent or preceding breach of covenant.

Net proceeds of any reletting of the Project shall be deposited in the Principal and Interest Payment Account. "Net Proceeds" for this purpose shall mean the receipts obtained from reletting after deducting all expenses incurred in connection with such reletting or sale, including without limitation, all repossession costs, brokerage commissions, legal expenses, expenses of employees, alteration costs and expenses of preparation of the Project for reletting.

Section 20.2. Survival of Obligations. The Company covenants and agrees with the Issuer and the Bondowners that until all Bonds and the interest thereon are paid in full or provisions

made for the payment thereof in accordance with the Indenture, its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Company shall be obligated to pay Basic Rent and Additional Rent (reduced by any net income the Issuer or the Trustee may receive from the Project after such termination) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease. Notwithstanding any provision of this Lease or the Indenture, the Company's obligations under Section 14.1 hereof shall survive any termination, release or assignment of the Base Lease, this Lease or the Indenture and payment or provisions for payment of the Bonds.

Section 20.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Indenture. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein.

ARTICLE XXI

Section 21.1. Performance of Company's Obligations by Issuer. If the Company shall fail to keep or perform any of its obligations as provided in this Lease, then the Issuer may (but shall not be obligated to do so) upon the continuance of such failure on the Company's part for 90 days after notice of such failure is given the Company by the Issuer or the Trustee and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and the Company shall reimburse the Issuer for all sums so paid by the Issuer and all necessary or incidental costs and expenses incurred by the Issuer in performing such obligations through payment of Additional Rent. If such Additional Rent is not so paid by the Company within ten (10) Business Days of demand, the Issuer shall have the same rights and remedies provided for in Article XX hereof in the case of default by the Company in the payment of Basic Rent.

ARTICLE XXII

Section 22.1. Surrender of Control. Upon accrual of the Issuer's right of re-entry as the result of the Company's default hereunder or upon the cancellation or termination of this Lease by lapse of time or otherwise (other than as a result of the Company's purchase of the Project), the Company shall peacefully surrender control of the Project to the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Company shall have the right, prior to or within 60 days after the termination of this Lease, to remove from on or about the Project the buildings, improvements, machinery, equipment, personal property, furnishings and trade fixtures which the Company owns under the provisions of this Lease and which are not a part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company. All buildings, improvements, machinery, equipment, personal property, furnishings and trade fixtures owned by

the Company and which are not so removed from on or about the Project prior to or within 60 days after such termination of this Lease shall become the separate and absolute property of the Issuer.

ARTICLE XXIII

Section 23.1. Notices. All notices required or desired to be given hereunder shall be in writing and shall be delivered in person to the Notice Representative sent via United States mail, postage prepaid, certified or registered mail, return receipt requested, or overnight delivery that provides written evidence of delivery to the Notice Address. All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date of first attempted delivery at the Notice Address; notices given by overnight delivery shall be deemed duly given as of the date on the day after they are sent. Notice to be given by the Company shall be given by the Notice Representative for each entity constituting the Company. Notwithstanding the foregoing provisions of this Section 23.1, notices, certificates or communications to the Trustee shall be deemed duly and fully given only upon receipt by the Trustee. 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.

ARTICLE XXIV

Section 24.1. Net Lease. The parties hereto agree (a) that this Lease is intended to be a net lease, (b) that the payments of Basic Rent and Additional Rent are designed to provide the Issuer and the Trustee with funds adequate in amount to pay all principal of and interest on all Bonds as the same become due and payable and to pay and discharge all of the other duties and requirements set forth herein, and (c) that to the extent that the payments of Basic Rent and Additional Rent are not adequate to provide the Issuer and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money as may from time to time be required for such purposes.

Section 24.2. Funds Held by Trustee After Payment of Bonds. If, after the principal of and interest on all Bonds and all costs incident to the payment of Bonds have been paid in full, the Trustee holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, except as otherwise provided in this Lease and the Indenture and after payment therefrom to the Issuer of any sums of money then due and owing by the Company under the terms of this Lease, be the absolute property of and be paid over forthwith to the Company.

ARTICLE XXV

Section 25.1. Rights and Remedies. The rights and remedies reserved by the Issuer and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Issuer and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 25.2. Waiver of Breach. No waiver of a breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 25.3. Issuer Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the Issuer shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, the Issuer shall not unreasonably withhold, delay or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules.

ARTICLE XXVI

Section 26.1. Quiet Enjoyment and Possession. The Company shall enjoy peaceable and quiet possession of the Project as long as no Event of Default has occurred and is continuing.

ARTICLE XXVII

Section 27.1. Investment Tax Credit; Depreciation. The Company shall be entitled to claim the full benefit of (1) any investment credit against federal or state income tax allowable with respect to expenditures of the character contemplated hereby under any federal or state income tax allowable with respect to expenditures of the character contemplated hereby under any federal or state income tax laws now or from time to time hereafter in effect, and (2) any deduction for depreciation with respect to the Project from federal or state income taxes. The Issuer agrees that it will upon the Company's request execute all such elections, returns or other documents which may be reasonably necessary or required to more fully assure the availability of such benefits to the Company.

ARTICLE XXVIII

Section 28.1. Amendments. This Lease may be amended, changed or modified by an agreement in writing executed by the Issuer and the Company and consented to in writing by the Trustee and by the Owners of all of the Outstanding Bonds.

Section 28.2. Granting of Easements. If no Event of Default under this Lease shall have happened and be continuing, the Company may, at any time or times, (a) grant easements, licenses and other rights or privileges in the nature of beneficial easements with respect to any property included in the Project, free from any rights of the Issuer or the Bondowners, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, and the Issuer agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer

of: (i) a copy of the instrument of grant or release or of the agreement or other arrangement, (ii) a written application signed by the Authorized Company Representative requesting such instrument, and (iii) a certificate executed by the Company stating (aa) that such grant or release is not detrimental to the proper conduct of the business of the Company, and (bb) that such grant or release will not impair the effective use or interfere with the efficient and economical operation of the Project and will not materially adversely affect the security of the Bondowners. If the instrument of grant shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Issuer and the right of the Bondowners and shall not be affected by any termination of this Lease or default on the part of the Company hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company, but, in the event of the termination of this Lease because of Default of the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer.

Section 28.3. Security Interests. If requested in writing by the Owners of 100% of the Outstanding Bonds, and at the expense of the Company, the Issuer and the Company agree to execute and deliver all instruments (including financing statements and statements of continuation thereof) necessary for perfection of and continuance of the security interest of the Issuer in and to the Project. After receipt of such Bondowner request, the Issuer shall file or cause to be filed all such original instruments and the Trustee shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding.

Under the Indenture, the Issuer will, as additional security for the Bonds assign, transfer, pledge and grant a security interest in certain of its rights under this Lease to the Trustee. The Trustee is hereby given the right to enforce, either jointly with the Issuer or separately, the performance of the obligations of the Company, and the Company hereby consents to the same and agrees that the Trustee may enforce such rights as provided in the Indenture and the Company will make payments required hereunder directly to the Trustee.

Section 28.4. Construction and Enforcement. This Lease shall be construed and enforced in accordance with the laws of the State. The provisions of this Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Indenture. Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 28.5. Invalidity of Provisions of Lease. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 28.6. Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 28.7. Company's Rights, Obligations and Representations. Notwithstanding any provision herein to the contrary, unless the context of this Lease clearly indicates otherwise, all obligations, liabilities and duties of the Company under this Lease shall be joint and several obligations, liabilities and duties of each entity constituting the Company, all rights and privileges granted to the Company under this Lease shall inure to all entities constituting the Company and all representations and warranties of the Company made pursuant to this Lease shall constitute a representation and warranty of each of the entities constituting the Company. The Issuer agrees that it shall accept the performance of any duty or obligation under this Lease by each of the entities constituting the Company.

Section 28.8. Section Headings. The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof. The reference to section numbers herein or in the Indenture shall be deemed to refer to the numbers preceding each section.

Section 28.9. Execution of Counterparts. This Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. Hand signatures transmitted in portable document format (PDF) or similar format are also permitted as binding signatures to this Lease.

Section 28.10. Limitation of Rights Under this Lease. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be inferred from this Lease is intended or shall be construed to give any person, other than the parties hereto and the Trustee and Bondowners, any right, remedy or claim under or with respect to this Lease, 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, the Trustee and the Bondowners as herein provided.

Section 28.11. Integration. This Lease contains the final and complete understanding of the parties as of the date hereof and constitutes their entire agreement regarding the subject matter hereof, all prior negotiations, representations and statements having been merged herein.

Section 28.12. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be sent, received 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. Notwithstanding the foregoing, and except as expressly authorized under Article II of the Indenture, no reproduction of any Bond certificate, in whole or in part, by electronic means or otherwise, shall be deemed to be or shall be relied upon as authentic, valid or original.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Issuer has caused this Lease to be signed by an authorized official, such signature to be attested by an authorized officer, and its official seal to be applied, as of the date first above written.

CITY OF GARDNER, KANSAS

By: _____
Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

"ISSUER"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me on November ____, 2026, by Todd Winters, Mayor, and Renee Rich, City Clerk, respectively, of the **CITY OF GARDNER, KANSAS**, a municipal corporation and political subdivision of the State of Kansas.

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

_____
Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the Company has caused this Lease to be signed by an authorized signatory, as of the date first above written.

CROSSROADS COMMERCE INDUSTRIAL, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2026, by _____, who acknowledged himself/herself to be the _____ of **CROSSROADS COMMERCE INDUSTRIAL, LLC**, a Delaware limited liability company, and that said instrument was signed on behalf of said company and acknowledged to be the free act and deed of said company.

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

_____
Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the Company has caused this Lease to be signed by an authorized signatory, as of the date first above written.

CROSSROADS COMMERCE CENTER, LLC,
a Kansas limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2026, by _____, who acknowledged himself/herself to be the _____ of **CROSSROADS COMMERCE CENTER, LLC**, a Kansas limited liability company, and that said instrument was signed on behalf of said company and acknowledged to be the free act and deed of said company.

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

_____
Notary Public

My Commission Expires: _____

APPENDIX A

FORM OF CERTIFICATE FOR PAYMENT OF PROJECT COSTS

CITY OF GARDNER, KANSAS
PROJECT FUND
(PANATTONI LOT 1 – BUILDING 1 PROJECT)
PAYMENT ORDER NO. ___

BOKF, N.A.
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department

You are hereby authorized and directed by the undersigned, the Authorized Company Representatives, acting on behalf of Crossroads Commerce Industrial, LLC, a Delaware limited liability company ("Crossroads Commerce Industrial") and Crossroads Commerce Center, LLC, a Kansas limited liability company ("Crossroads Commerce Center", and together with Crossroads Commerce Industrial, as the context requires, individually and collectively, the "Company"), as tenant, to disburse funds held by you as Trustee in the above-mentioned Project Fund for the purposes and in the amounts set forth in the Payment Schedules attached hereto and incorporated herein by reference (the "Payment Schedules").

I hereby certify that the amounts requested in the attached Payment Schedules have either been advanced by the Company or are justly due to contractors, subcontractors, suppliers, vendors, materialmen, engineers, architects or other persons named in the Payment Schedules who have performed necessary and appropriate work in connection with any installation of machinery, equipment or personal property, or have furnished necessary and appropriate materials in the construction or acquisition of land, buildings and improvements constituting a part of the Project. I further certify that the fair value of such work or materials, machinery, equipment and furnishings is not exceeded by the amount requested, and such cost is one which may be capitalized for federal income tax purposes.

I further certify that, except for the amounts set forth in the Payment Schedules, there are no outstanding debts now due and payable for labor, wages, materials, supplies or services in connection with the construction of said buildings and improvements or the purchase and/or installation of machinery, furnishings, equipment and personal property which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Land, the Project or any part thereof.

I further certify that no part of the amounts set forth in the Payment Schedules have been the basis for any previous withdrawal of any moneys from the said Project Fund.

I further certify that each of the representations and covenants on the part of the Company contained in the Lease dated as of November 1, 2026, among the City of Gardner, Kansas, as the

Issuer, and the Company are now true and correct in all material respects and are now being materially complied with.

I further certify that the amounts set forth in the Payment Schedules constitute Project Costs, as said term is defined in the Lease, and that all insurance policies which are required to be in force as a condition precedent to disbursement of funds from the Project Fund pursuant to the provisions of Article VI of the Lease are in full force and effect.

This certificate may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument.

DATED _____ ____, 20____.

CROSSROADS COMMERCE INDUSTRIAL, LLC,
a Delaware limited liability company

By: _____
Name: _____
Authorized Company Representative

CROSSROADS COMMERCE CENTER, LLC,
a Kansas limited liability company

By: _____
Name: _____
Authorized Company Representative

EXHIBIT A - Payment Order No. ____

PAYMENT SCHEDULE
FOR BUILDINGS AND IMPROVEMENTS

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

Payee Name	Payee Address	Purpose or Nature of Payment	Amount

EXHIBIT B - Payment Order No. _____

PAYMENT SCHEDULE
FOR MACHINERY AND EQUIPMENT

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

Payee Name	Description of Equipment	Amount
	(include name and address of manufacturer, descriptive name, technical description, capacity, serial number or model number as appropriate)	

APPENDIX B

FORM OF CERTIFICATE OF COMPLETION

The undersigned, being the Authorized Company Representative for Crossroads Commerce Industrial, LLC, a Delaware limited liability company ("Crossroads Commerce Industrial") and Crossroads Commerce Center, LLC, a Kansas limited liability company ("Crossroads Commerce Center" and together with Crossroads Commerce Industrial, as the context requires, individually and collectively, the "Company"), as tenant under a certain Lease dated as of November 1, 2026, among the City of Gardner, Kansas (the "Issuer"), and the Company, and as beneficiary of the Issuer's Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (Panattoni Lot 1 – Building 1 Project) issued pursuant to a certain Trust Indenture dated as of November 1, 2026 (the "Indenture"), hereby certifies:

1. The Improvements (as defined in the Indenture) have been completed in accordance with the plans and specifications prepared at the Company's direction.

2. The Improvements have been completed in a good and workmanlike manner.

3. There are no mechanic's, materialmen's liens or other statutory liens on file encumbering title to the Land (as defined in the Indenture); all bills for labor and materials furnished for the Improvements which could form the basis of a mechanic's materialmen's or other statutory lien against the Land have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.

4. All Improvements are located or installed upon the Land.

5. All material provisions of applicable building codes have been complied with and, if applicable, a certificate of occupancy has been issued with respect to the Project.

6. All moneys remaining in the Project Fund being held by the Trustee under the Indenture should be transferred to the Principal and Interest Payment Account being held by the Trustee under the Indenture as required by Section 504 of the Indenture, to be applied as provided therein.

IN WITNESS WHEREOF, the undersigned Authorized Company Representative has signed this Certificate, and states, under penalty of perjury, that the statements of fact made in this Certificate are true and correct.

CROSSROADS COMMERCE INDUSTRIAL, LLC,
a Delaware limited liability company

By: _____
Name: _____
Authorized Company Representative

CROSSROADS COMMERCE CENTER, LLC,
a Kansas limited liability company

By: _____
Name: _____
Authorized Company Representative

STATE OF _____)
) SS.
COUNTY OF _____)

Subscribed and sworn to or affirmed before me, a notary public, this _____, 20____.

_____
Notary Public

My Commission Expires: _____

APPENDIX C

FORM OF CERTIFICATE OF INSURANCE COMPLIANCE

The undersigned, being the Authorized Company Representative for Crossroads Commerce Industrial, LLC, a Delaware limited liability company ("Crossroads Commerce Industrial"), and Crossroads Commerce Center, LLC, a Kansas limited liability company ("Crossroads Commerce Center" and together with Crossroads Commerce Industrial, as the context requires individually and collectively, the "Company"), as tenant under a certain Lease dated as of November 1, 2026, among the City of Gardner, Kansas (the "Issuer"), and the Company (the "Lease"), and as beneficiary of the Issuer's Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (Panattoni Lot 1 – Building 1 Project), issued pursuant to a certain Trust Indenture dated as of November 1, 2026 (the "Indenture"), hereby certifies pursuant to Section 6.3 of Lease:

1. All capitalized terms used in this Certificate and not otherwise defined herein shall have the meanings set forth in the Lease.

2. The policies of insurance required to be in place pursuant to Article VI of the Lease are effective and the premiums with respect thereto have been paid in full as of the date set forth below. Such policies comply with the terms and provisions set forth in Article VI, and the Company is in compliance with the provisions of Article VI.

3. The undersigned will notify the Trustee ten (10) days prior to any cancellation or material change to such policies.

4. The Trustee may conclusively rely on this Certificate of Insurance Compliance without further investigation.

IN WITNESS WHEREOF, the undersigned Authorized Company Representative has signed this Certificate, and states, under penalty of perjury, that the statements of fact made in this Certificate are true and correct.

DATED _____ ____, 20____.

CROSSROADS COMMERCE INDUSTRIAL, LLC,
a Delaware limited liability company

By: _____
Authorized Company Representative

CROSSROADS COMMERCE CENTER, LLC,
a Kansas limited liability company

By: _____
Authorized Company Representative

APPENDIX D

GLOSSARY OF WORDS AND TERMS

"Abandonment" means the voluntary relinquishment of all right, title, claim and possession, with the intention of terminating the leasehold interest in the Project, but without vesting it in any other person or entity and with the intention of not reclaiming future possession or resuming leasehold possession and enjoyment. The mere nonuse of the Project, lapse of time without claiming or using the Project or the temporary absence of the Company including, but not limited to, nonuse due to condemnation, damage or destruction of the Project, unaccompanied by any other evidence showing intention to abandon shall not, in and of itself, constitute abandonment.

"Additional Rent" means all fees, charges, costs and expenses of the Trustee (including reasonable attorneys' fees) payable under the Indenture, all Impositions, all Default Administration Costs (as defined in the Indenture), all other payments of whatever nature payable or to become payable pursuant to the Indenture or which the Company has agreed to pay or assume under the provisions of this Lease and any and all expenses (including reasonable attorneys' fees) incurred by the Issuer in connection with the issuance of the Bonds or the administration or enforcement of any rights under this Lease or the Indenture. The fees, charges, costs and expenses of the Trustee shall include all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds except (a) the reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other government charge imposed on the Trustee in relation to the transfer, exchange, registration, redemption or payment of the Bonds.

"Additional Term" shall mean that term commencing on the last day of the Basic Term and terminating one (1) year thereafter.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Base Lease" means the Base Lease Agreement delivered concurrently with this Lease among the Company and the Issuer, as from time to time may be amended and supplemented in accordance with the provisions thereof and of Article XII of the Indenture.

"Basic Rent" means the annual amount which, when added to Basic Rent Credits, will be sufficient to pay, on the Payment Date, all principal of and interest on all Outstanding Bonds (as defined in the Indenture) which is due and payable on such Payment Date.

"Basic Rent Credits" mean all funds on deposit in the Principal and Interest Payment Account and available for the payment of principal of and interest on the Bonds on any Payment Date.

"Basic Rent Payment Date" means November 1 of each year, commencing November 1, 2027, until the principal of and interest on all Outstanding Bonds have been fully paid or provision made for their payment in accordance with the provisions of the Indenture.

"Basic Term" means that term commencing as of the date of this Lease and ending on November 1, 2037, subject to prior termination as specified in this Lease, but ending, in any event, when all of the principal of and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Indenture.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, *et seq*.

"Certificate of Completion" means a written certificate signed by the Authorized Company Representative stating that (1) the Improvements have been completed in accordance with the plans and specifications prepared or approved by the Issuer or the Company, as the case may be; (2) the Improvements have been completed in a good and workmanlike manner; (3) no mechanic's or materialmen's liens have been filed, nor is there any basis for the filing of such liens, with respect to the Project; (4) all Improvements constituting a part of the Project are located or installed upon the Land; and (5) if required by ordinances duly adopted by the Issuer or by applicable building codes, that an appropriate certificate of occupancy has been issued with respect to the Improvements. A form of Certificate of Completion is attached as *Appendix B*.

"Certificate of Insurance Compliance" means the certificate delivered to the Trustee pursuant to Article VI of this Lease, the form of which is set forth in Appendix C to this Lease.

"Default" means any event or condition the occurrence of which, with the lapse of time or the giving of notice or both, may constitute an Event of Default.

"Environmental Assessment" means an environmental assessment with respect to the Project conducted by an independent consultant satisfactory to the Issuer and the Trustee which reflects the results of such inspections, records reviews, soil tests, groundwater tests and other tests requested, which assessment and results shall be satisfactory in scope, form and substance to the Issuer and the Trustee.

"Environmental Law" means CERCLA, SARA, and any other federal, state or local environmental statute, regulation or ordinance presently in effect or coming into effect during the Term of this Lease.

"Event of Bankruptcy" means an event whereby the Company shall: (i) admit in writing its inability to pay its debts as they become due; (ii) file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief; (iii) make an assignment for the benefit of creditors; (iv) consent to the appointment of a trustee or receiver for all or a major portion of its property; (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; (vi) suffer the entry of a final and nonappealable court order under any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, which order, if the Company has not consented thereto, shall not be vacated, denied, set aside or stayed within 60 days after the day of entry; or (vii) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released

within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

"Event of Default" means any one of the following events:

(a) Failure of the Company to make any payment of Basic Rent within 10 days of the time and in the amounts required hereunder; or

(b) Failure of the Company to make any payment of Additional Rent at the times and in the amounts required hereunder, or failure to observe or perform any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and the same is not remedied within 30 days after the Issuer or the Trustee has given the Company written notice specifying such failure (or such longer period as shall be reasonably required to correct such default; provided that (i) the Company has commenced such correction within said 30-day period, and (ii) the Company diligently prosecutes such correction to completion); or

(c) An Event of Bankruptcy; or

(d) Abandonment of the Project by the Company; or

(e) An Event of Default under the Base Lase or the PILOT Agreement.

"Full Insurable Value" means full actual replacement cost less physical depreciation.

"Hazardous Substances" shall mean "hazardous substances" as defined in CERCLA.

"Impositions" mean all taxes and assessments, general and special, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or payable for or in respect of the Project or any part thereof, or any improvements at any time thereon or the Company's interest therein, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, which, if not paid when due, would encumber the Company's title to the Project.

"Indenture" means the Trust Indenture delivered concurrently with this Lease, between the Issuer and the Trustee as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of Article XI of the Indenture.

"Land" means the real property (or interests therein) described on *Schedule I*.

"Lease" means this Lease among the Issuer and the Company, as from time to time supplemented and amended in accordance with the provisions hereof and of the Indenture.

"Lender" means Sunflower Bank N.A., and any other bank or financial institution from which the Company has borrowed or may borrow funds to finance all or a portion of the Project and in whose favor the Company granted a Mortgage as collateral for the loan.

"Mortgage" means that certain Mortgage, Assignment of Rents and Leases, Security Agreement, and Fixture Filing recorded on May 7, 2025, in Book 202505 at Page 002145 of the Johnson County, Kansas Register of Deeds Office and any other mortgage and security agreement granted by the Company to the Lender related to the Project and/or the Land and recorded or to be recorded in the Office of the Register of Deeds for Johnson County, Kansas, as it may be modified, amended, amended and restated, or refinanced from time to time, subject to Section 9.2 of the Lease.

"Net Proceeds" mean, when used with respect to any insurance or condemnation award with respect to the Project, the proceeds from the insurance or condemnation award remaining after the payment or all expenses (including the Company's attorneys' fees and any extraordinary expenses of the Trustee occasioned by such casualty or condemnation) incurred in the collection of such proceeds.

The term "Notice Address" shall mean:

(1) With respect to the Company:

Crossroads Commerce Industrial, LLC
c/o Panattoni
12444 Powerscourt Drive, Suite 380
St. Louis, Missouri 63131
Attn: Nick Cook

Crossroads Commerce Center, LLC
c/o Panattoni
12444 Powerscourt Drive, Suite 380
St. Louis, Missouri 63131
Attn: Nick Cook

(2) With respect to the Issuer:

City of Gardner, Kansas
120 East Main Street
Gardner, Kansas 66030
Attn: City Administrator

(3) With respect to the Trustee:

BOKF, N.A., as Trustee
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108
Attn: Corporate Trust Department

"PILOT Agreement" means the Payment in Lieu of Tax Agreement (Panattoni Lot 1 – Building 1 Project), dated as of November [__], 2026, by and among the Company and the Issuer.

"Project Contracts" mean a contract or contracts with respect to the acquisition and/or construction of the Improvements entered into by the Company or the Issuer.

"SARA" means the Superfund Amendments and Reauthorization Act of 1986, as now in effect and as hereafter amended.

"Term" means, collectively, the Basic Term and any Additional Term of this Lease.

"Transaction Documents" means the Transaction Documents as defined in the Indenture.

[*Remainder of Page Intentionally Left Blank*]

SCHEDULE I

DESCRIPTION OF PROJECT

The following property leased to the City of Gardner, Kansas (the "Issuer" and the "City") in connection with the issuance by the Issuer of its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (Panattoni Lot 1 – Building 1 Project) (the "Series 2026 Bonds"):

(a) The following described real estate in Johnson County, Kansas:

Lot 1, and Tracts A, B, and C, CROSSROADS COMMERCE CENTER, a subdivision in the City of Gardner, Johnson County, Kansas.

Said real property constituting the "Land" as referred to in the Indenture and the Lease entered into by the Issuer concurrently with the issuance of the Series 2026 Bonds (the "Indenture" and the "Lease", respectively), subject to the Permitted Encumbrances (as defined in the Indenture).

(b) All buildings, building additions, improvements, machinery, furnishings and equipment now constructed, located or installed on the Land, all or any portion of the costs of which were paid from the proceeds of the Issuer's Series 2026 Bonds, and which constitute Improvements as defined in the Indenture, together with any substitutions or replacements therefor, the property described in paragraphs (a) and (b) of this *Schedule I*, subject to the Permitted Encumbrances, together constituting the "Project" as referred to in the Indenture and the Lease.

EFFECTIVE DATE: NOVEMBER ____, 2026

BOND PURCHASE AGREEMENT

AMONG

THE CITY OF GARDNER, KANSAS

CROSSROADS COMMERCE INDUSTRIAL, LLC

AND

CROSSROADS COMMERCE CENTER, LLC

DATED AS OF NOVEMBER 1, 2026

NOT TO EXCEED $34,000,000
INDUSTRIAL REVENUE BONDS
(TAXABLE UNDER FEDERAL LAW)
SERIES 2026
(PANATTONI LOT 1 – BUILDING 1 PROJECT)

BOND PURCHASE AGREEMENT

On the basis of the representations and upon the terms and conditions of this Bond Purchase Agreement dated as of November 1, 2026 (the "Agreement") and effective as of the date set forth on the cover page hereof (the "Effective Date"), **CROSSROADS COMMERCE INDUSTRIAL, LLC**, a Delaware limited liability company ("Crossroads Commerce Industrial" and the "Purchaser"), offers to purchase up to $34,000,000 principal amount of the Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (Panattoni Lot 1 – Building 1 Project) (the "Series 2026 Bonds"), to be issued by the **CITY OF GARDNER, KANSAS** (the "Issuer"), pursuant to an ordinance passed by the Governing Body of the Issuer on [November 2], 2026 (the "Ordinance"), and in accordance with a Trust Indenture dated as of November 1, 2026, between the Issuer and BOKF, N.A., Kansas City, Missouri, as Trustee (the "Indenture"). The Project, as defined in the Indenture, will be leased by Crossroads Commerce Industrial and **CROSSROADS COMMERCE CENTER, LLC**, a Kansas limited liability company ("Crossroads Commerce Center" and together with Crossroads Commerce Industrial individually and collectively, as the context requires, the "Company") to the Issuer under a Base Lease Agreement dated as of November 1, 2026 (the "Base Lease"), and leased back to the Company under a Lease dated as of November 1, 2026 (the "Lease"), among the Issuer and the Company. Except for the Unassigned Issuer Rights as defined in the Indenture, the Issuer's rights under the Base Lease and the Lease will be assigned to the Trustee. All capitalized terms not defined in this Agreement shall have the definitions given them in the Indenture.

SECTION 1. REPRESENTATIONS AND WARRANTIES OF THE ISSUER

The Issuer hereby represents and warrants to the Purchaser, as of the Effective Date, that:

(A) The Issuer is a duly organized and existing municipal corporation of the State of Kansas.

(B) To the best of the Issuer's knowledge and belief, when delivered to and paid for by the Purchaser in accordance with the provisions of this Agreement, the Series 2026 Bonds will have been duly authorized, executed, authenticated, issued and delivered; and, the Series 2026 Bonds will constitute valid and binding special limited obligations of the Issuer payable solely and only from the revenues specified in the Indenture and in conformity with, and entitled to the benefit and security of, the Indenture, the Base Lease and the Lease; and, this Agreement, the Series 2026 Bonds, the Indenture, the Base Lease and the Lease and all action taken by the Issuer in connection therewith shall be in conformity with K.S.A. 12-1740 *et seq.*, as amended.

(C) To the best of the Issuer's knowledge, the execution and delivery of this Agreement, the Series 2026 Bonds, the Base Lease, the Lease and the Indenture and compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a violation of, breach of or default under any statute, indenture, mortgage, declaration or deed of trust, note agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound, or, to the knowledge of the Issuer, any

order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its activities or properties.

(D) To the best of the Issuer's knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the Issuer, challenging or seeking to enjoin the transactions contemplated by this Agreement, the Indenture, the Base Lease or the Lease, or contesting the validity or enforceability of the Series 2026 Bonds, the Base Lease, the Lease, the Indenture, this Agreement or any agreement or instrument to which the Issuer is a party, used or contemplated to be used in consummation of the transactions contemplated by this Agreement.

(E) Any certificate signed by any authorized officer or official of the Issuer and delivered to the Purchaser shall be deemed a representation by the Issuer to the Purchaser as to the truth of the statements therein made.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

In order to induce the Issuer to issue the Series 2026 Bonds and the Purchaser to purchase the Series 2026 Bonds from the Issuer, the Company, as a party to the Base Lease and Lease, represents and warrants to the Issuer and the Purchaser, as of the Effective Date, as follows:

(A) Crossroads Commerce Industrial is, and at all times will be, a Delaware limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and is duly authorized and qualified to do business in the State of Kansas. Crossroads Commerce Center is, and at all times will be, a Kansas limited liability company duly formed, validly existed and in good standing under the laws of the State of Kansas. The Company has, and will at all times have, all requisite power to own and lease its properties and do business in the State of Kansas.

(B) To the best of the Company's knowledge, this Agreement is, and upon the final delivery of the Series 2026 Bonds, this Agreement, the Base Lease and the Lease will be, in accordance with their respective terms, legal, valid and binding obligations of the Company. The Company's execution and delivery of the Base Lease, the Lease and this Agreement will not conflict with, or constitute on the part of the Company a violation or breach of, or default under its articles of organization, operating agreement, or any instrument to which it is a party or by which it is bound or, to the best of its knowledge, any statute or rule or regulation of any court or governmental body having jurisdiction over it or any of its activities or properties or the transactions contemplated by such agreement. All consents, approvals and authorizations which are required for the consummation of the transactions by the Company contemplated by the Base Lease, the Lease and this Agreement have been obtained.

(C) To the Company's knowledge there is no action, suit, proceeding, inquiry or investigation before or by any court, public board or body pending or threatened against or affecting the Company or any of its property wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated herein; would in

any way adversely affect the validity or enforceability of the Series 2026 Bonds, the Base Lease, the Lease, this Agreement or any instrument to which the Company is a party; or might result in any material adverse change in the financial condition or business of the Company.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants as follows:

(A) The Purchaser is purchasing the Series 2026 Bonds for investment solely for its own accounts and not with a view to, or for resale in connection with, the distribution thereof. The Purchaser understands that the Series 2026 Bonds have not been registered under the securities laws of any state or under the provisions of Section 5 of the Securities Act of 1933, as amended (the "Act"), and that there are limitations on the transfer of the Series 2026 Bonds.

(B) The Purchaser acknowledges and agrees that the Series 2026 Bonds may only be transferred (1) to the Issuer or the Company, (2) with the written consent of the Issuer pursuant to a registration statement which has been declared effective under the Act, or (3) with the written consent of the Issuer to institutional "accredited investors" as defined in Rule 501(a) under the Act, or QIBs. By its acceptance of a Series 2026 Bond, each purchaser of a Series 2026 Bond (except for the Issuer and the Company) will be deemed to (1) have represented that the Series 2026 Bonds are being acquired for investment and not with a view to distribution and (a) it is an institutional accredited investor or a fiduciary or agent (other than a United States bank or savings and loan association) that is acting on behalf of an institutional accredited investor, or (b) it is a QIB acting on behalf of itself or another QIB (and, if it is a QIB, acknowledges that it is aware that the seller may rely on an exemption from the provisions of Section 5 of the Act pursuant to Rule 144A), and (2) have agreed that any resale of the Series 2026 Bonds will be made only in a transaction exempt from registration under the Act and only to an institutional accredited investor or to a QIB in a transaction made pursuant to Rule 144A under the Act, to the Issuer or the Company or pursuant to an effective registration statement filed under the Act or pursuant to another available exemption from registration under the Act. The Trustee, the Issuer and the Company shall have the right, prior to any offer, sale or transfer of the Series 2026 Bonds other than to the Issuer or the Company, to require the delivery of an opinion of counsel, certifications or other information satisfactory to each of them with respect to the lawfulness of such offer, sale or transfer.

(C) The Purchaser has undertaken to verify the accuracy, completeness and truth of any and all statements made or omitted to be made concerning any of the material facts relating to this transaction, and warrants and acknowledges that the Purchaser is not relying on any party or person to undertake the furnishing or verification of information relating to this transaction. The Purchaser has been provided, or has in its possession or control, all documents, financial information, risk analysis and such other information as the Purchaser deems necessary in order to make an informed investment decision with respect to the investment in the Series 2026 Bonds and the risks which will be incurred which may interfere with or prevent the timely payment of the principal or the interest

represented by the Series 2026 Bonds. The Purchaser is aware that there are certain economic variables and risks that could affect adversely the security of the investment in the Series 2026 Bonds, and the Purchaser is able to bear the economic risks of such investment.

(D) The Purchaser hereby acknowledges that the Series 2026 Bonds and the Basic Rent (as such term is defined in the Lease) are not general obligations of the Issuer or of the State of Kansas or any political subdivision thereof and that the Basic Rent pledged to the payment of the Series 2026 Bonds constitute obligations of the Company, as the tenant under the Lease. The Purchaser acknowledges that the payment of any amount owing under the Indenture is limited to the sources of payment and security described in the Indenture and that the Issuer makes no representation or warranty regarding the adequacy of any such sources of payment or security.

(E) The Purchaser has such knowledge and experience in business and financial matters, including: (i) the evaluation of investment risks associated with commercial real estate developments such as the Project, (ii) the evaluation of risks associated with the capabilities of entities such as the Company to develop, operate and maintain the Project, and (iii) the analysis, purchase and ownership of industrial revenue bonds and other investment vehicles similar in character to the Series 2026 Bonds, so as to enable it to understand and evaluate the risks of such investments and form an investment decision with respect thereto, the Purchaser has no need for liquidity in such investment and the Purchaser is (or any account for which it is purchasing is) able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof.

(F) The Purchaser acknowledges that the interest on the Series 2026 Bonds is not exempt from federal income taxation.

(G) The Purchaser has full power and authority to execute this Agreement and to perform its obligations hereunder.

(H) By all necessary action, the Purchaser has duly authorized and approved the execution and delivery of this Agreement.

(I) This Agreement is, and upon the final delivery of the Series 2026 Bonds, this Agreement, the Base Lease and the Lease will be, in accordance with their respective terms, legal, valid and binding obligations of the Purchaser. The Purchaser's execution and delivery of the Base Lease, the Lease and this Agreement will not conflict with, or constitute on the part of the Purchaser a violation or breach of, or default under its articles of organization, operating agreement, or any instrument to which it is a party or by which it is bound or, to the best of its knowledge, any statute or rule or regulation of any court or governmental body having jurisdiction over it or any of its activities or properties or the transactions contemplated by such agreement. All consents, approvals and authorizations which are required for the consummation of the transactions by the Purchaser contemplated by the Base Lease, the Lease and this Agreement have been obtained.

(J) To the Purchaser's knowledge there is no action, suit, proceeding, inquiry or investigation before or by any court, public board or body pending or threatened against or affecting the Purchaser or any of its property wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated herein; would in any way adversely affect the validity or enforceability of the Series 2026 Bonds, the Base Lease, the Lease, this Agreement or any instrument to which the Purchaser is a party; or might result in any material adverse change in the financial condition or business of the Purchaser.

SECTION 4. PURCHASE, SALE AND DELIVERY OF THE SERIES 2026 BONDS

(A) On the basis of the representations, warranties and agreements herein contained, and subject to the satisfaction of the terms and conditions herein set forth, at the closing time stated below (the "Closing Time"), the Issuer agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Issuer the Series 2026 Bonds at a purchase price equal to the aggregate principal amount of the Series 2026 Bonds funded in accordance with this Agreement up to a maximum principal amount of $34,000,000. The Series 2026 Bonds shall mature, shall bear interest at the rate, shall be subject to redemption and shall have the terms established by the Ordinance, the Indenture and the Lease authorized thereby. Payment for the Series 2026 Bonds shall be made as provided in the Ordinance, the Indenture and the Lease, payable to the order of the Issuer, or in such other manner as provided by the Trustee. Upon receipt of the initial funding of the purchase price of the Series 2026 Bonds in an amount not less than $100,000, the Series 2026 Bonds, executed by the Issuer, and authenticated by the Trustee, will be delivered to the Purchaser at the Closing Time, at the offices of Kutak Rock LLP ("Bond Counsel"), Kansas City, Missouri, or at such place or address as may be agreed to by the Purchaser and the Issuer. The Closing Time shall be 9:00 a.m. on the Effective Date or such other time as may be agreed to by the Purchaser and the Issuer.

(B) Subject to the conditions of this Section 4(B) and the further terms and conditions of this Agreement, the Purchaser shall fund the purchase of the Series 2026 Bonds in increments as provided in Section 208(a) of the Indenture and in Section 4.2 of the Lease, up to the maximum principal amount of the Series 2026 Bonds, as provided in the Indenture. The funding of the initial payment for the Series 2026 Bonds and all subsequent advances shall be made as provided in the Ordinance, the Indenture and the Lease, to the order of the Trustee, for the account of the Issuer, or in such other manner as provided by the Trustee. After the initial funding of the purchase price at closing, each subsequent advance shall be subject to the following conditions:

(i) Written Request. Advances shall be made only in accordance with the provisions of Section 4.2 and Article V of the Lease upon the Company's written request or on the request of any person or entity designated in writing by the Company to act on the Company's behalf. Each written request shall identify the payees and the amounts to be paid to each and shall be accompanied by invoices, lien waivers, percentage completion certificates, and any other documentation deemed necessary by the Purchaser to support the amounts requested to be paid.

(ii) Funding Period. The Purchaser shall have no obligation to advance funds pursuant to this Agreement after the earlier of the Completion Date, the date the Lease terminates or the date on which the maximum principal amount of the Series 2026 Bonds have been funded under this Agreement.

(C) In addition to the foregoing, and on the basis of the same representations, warranties and agreements herein contained, and subject to the terms and conditions herein set forth, the Company agrees to pay from Company funds not related to the Bond proceeds all other reasonable Costs of Issuance at the Closing Time or agrees to make provision for payment of such costs according to their terms.

SECTION 5. CONDITIONS OF THE PURCHASER'S OBLIGATIONS

The obligations of the Purchaser to purchase and pay for the Series 2026 Bonds will be subject to the accuracy of the representations and warranties on the part of the Issuer herein, to the performance by the Issuer and the Company of their respective obligations hereunder and to the following additional conditions precedent:

(A) The Ordinance, the Indenture, the Base Lease and the Lease shall have been duly authorized and executed by the respective parties thereto in the form hereto before approved by the Purchaser and shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Purchaser.

(B) At the Closing Time, the Purchaser shall receive in form and substance satisfactory to it:

(i) the opinion of Bond Counsel approving the issuance and delivery of the Series 2026 Bonds;

(ii) the opinion of counsel for each of the entities constituting the Company;

(iii) a certificate or certificates, satisfactory in form and substance to Bond Counsel and the Purchaser, of an authorized official of the Issuer dated the date of closing to the effect that, to the best of such official's knowledge and belief:

(a) each of the representations and warranties of the Issuer set forth in Section 1 hereof is true, accurate and complete in all material respects as of the Closing Time, and each of the agreements of the Issuer set forth in this Agreement to be complied with at or prior to the Closing Time has been complied with as of such time; and

(b) no litigation is pending, or to such official's knowledge threatened, to restrain or enjoin the issuance, execution, sale or delivery of the Series 2026 Bonds or contesting the issuance or the validity of the Series 2026 Bonds, the Ordinance, the Indenture, the Base Lease, the Lease, or this Agreement and that none of the proceedings or authority for the issuance of the Series 2026 Bonds has been repealed, revoked or rescinded;

(iv) a certificate or certificates, satisfactory in form and substance to Bond Counsel and the Purchaser, of an authorized member of the Company dated the date of closing to the effect that:

(a) each of the representations and warranties of the Company set forth in Section 2 hereof is true, accurate and complete in all material respects as of the Closing Time, and each of the agreements of the Issuer set forth in this Agreement to be complied with at or prior to the Closing Time has been complied with as of such time; and

(b) no litigation is pending, or to the knowledge of the Company threatened, to restrain or enjoin the issuance, execution, sale or delivery of the Series 2026 Bonds or in any way contesting or affecting any authority for the issuance or the validity of the Series 2026 Bonds, the Base Lease, the Lease, or this Agreement or the creation, existence, or power of the Company to lease the Project;

(v) certified conformed copies or manually executed counterparts of the Ordinance, the Indenture, the Base Lease and the Lease; and

(vi) such additional certificates, opinions, or documents as the Company may reasonably request to evidence the due satisfaction at or prior to such time of all conditions then to be satisfied in connection with the transactions contemplated hereby.

If the conditions to the obligations of the Purchaser contained in this Agreement are not satisfied or if the obligations of the Purchaser shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Purchaser nor the Issuer shall have any further obligations hereunder.

SECTION 6. DEFAULT OF THE PURCHASER

If the Purchaser defaults in its obligations to purchase the Series 2026 Bonds hereunder and other arrangements satisfactory to the Issuer and the Company for the purchase of the Series 2026 Bonds are not made within forty-eight (48) hours after default, this Agreement may be terminated by the Issuer without liability on its part.

SECTION 7. CONDITIONS OF THE ISSUER'S OBLIGATIONS

The obligations of the Issuer to sell and deliver the Series 2026 Bonds will be subject to the accuracy of the representations and warranties on the part of the Company and the Purchaser herein, to the performance by the Company and the Purchaser of their respective obligations hereunder and to the following additional conditions precedent:

(A) The Ordinance, the Indenture, the Base Lease and the Lease shall have been duly authorized and executed by the respective parties thereto in the form hereto before approved by the Purchaser and shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the

Purchaser. The Company shall have provided and there shall be in full force and effect all consents or other appropriate authorizations of the Company, as in the opinion of Bond Counsel, are necessary and appropriate in connection with the execution by the Company of the Base Lease, the Lease and other Company documents contemplated in connection with the issuance of the Series 2026 Bonds.

(B) At the Closing Time, the Issuer shall receive in form and substance satisfactory to Bond Counsel and to it:

(i) the opinion of Bond Counsel approving the issuance and delivery of the Series 2026 Bonds;

(ii) the opinion of counsel for each entity constituting the Company (acting as counsel to the Company, as the tenant under the Lease) and for Crossroads Commerce Industrial as the Purchaser (acting as counsel to the Purchaser, as purchaser under this Agreement), that the Base Lease, the Lease and this Agreement constitute valid and legal binding obligations of the Company and the Purchaser, as applicable;

(iii) a certificate or certificates, satisfactory in form and substance to Bond Counsel and the Purchaser, of an authorized member of the Company dated the date of closing to the effect that:

(a) each of the representations and warranties of the Company set forth in Section 2 hereof is true, accurate and complete in all material respects as of the Closing Time, and each of the agreements of the Company set forth in this Agreement to be complied with at or prior to the Closing Time has been complied with as of such time; and

(b) insofar as the signers of such certificate or certificates are aware, after reasonable investigation, since the date of this Agreement, there has been no material adverse change in the property or financial position of the Company or results of operation of the Company; and

(c) no litigation is pending, or to the knowledge of the Company threatened, to restrain or enjoin the issuance, execution, sale or delivery of the Series 2026 Bonds or in any way contesting or affecting any authority for issuance or the validity of the Series 2026 Bonds, the Base Lease, the Lease or this Agreement or the creation, existence, or powers of the Company to lease the Project;

(iv) a certificate or certificates, satisfactory in form and substance to Bond Counsel and the Company, of an authorized member of the Purchaser dated the date of closing to the effect that:

(a) each of the representations and warranties of the Purchaser set forth in Section 3 hereof is true, accurate and complete in all material respects as of the Closing Time, and each of the agreements of the Purchaser set forth

in this Agreement to be complied with at or prior to the Closing Time has been complied with as of such time; and

(c) no litigation is pending, or to the knowledge of the Purchaser threatened, to restrain or enjoin the execution and delivery of this Agreement or in any way contesting or affecting any authority for the validity of this Agreement;

(v) certified conformed copies or manually executed counterparts of the Ordinance, the Indenture, the Base Lease and the Lease; and

(vi) such additional certificates, opinions, or documents as the Issuer and Bond Counsel or the Purchaser may reasonably request to evidence the due satisfaction at or prior to such time of all conditions then to be satisfied in connection with the transactions contemplated hereby.

If the conditions to the obligations of the Issuer contained in this Agreement are not satisfied or if the obligations of the Issuer terminate for any reason permitted by this Agreement, this Agreement shall terminate and neither the Purchaser nor the Issuer shall have any further obligations hereunder.

SECTION 8. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All representations and warranties of the Company and the Purchaser herein shall remain operative and in full force and shall survive delivery of the Series 2026 Bonds.

SECTION 9. INDEMNITY

The Company will indemnify and hold harmless the Issuer, each of its officials and employees and each person who controls the Issuer within the meaning of Section 15 of the Act (any such person being herein in this paragraph sometimes called an "Indemnified Party"), against all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise, and will reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon an allegation or determination that the Series 2026 Bonds or the obligations of the Issuer under the Indenture have been offered or sold in violation of provisions of the Act, the Securities Exchange Act of 1934, as amended, or the securities laws of any state or territory, or that the Indenture should have been qualified under the Trust Indenture Act of 1939, as amended; provided, however, the indemnification contained in this paragraph may be reduced, but will not be excused, to the extent that such harm to the Issuer was the direct and proximate result of negligence or willful misconduct of the Issuer or its officers, employees, or agents acting under the direction or the control of the Issuer at the time. This indemnity agreement will not limit any other liability the Company may otherwise have to any such Indemnified Party.

In the event and to the extent that any of the Indemnified Parties is entitled to indemnification from the Company under the terms of the preceding paragraph in respect of any of the losses, claims, damages, liabilities or expenses referred to therein, but such indemnification

is unavailable to such Indemnified Party in respect of any such losses, claims, damages, liabilities or expenses, due to such indemnification being held impermissible or unenforceable under applicable law or otherwise, then the Company, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the Company in connection with the offering conduct which resulted in such claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The Company and Issuer, respectively, agree that it would not be just and equitable if contribution pursuant to this paragraph were determined by *pro rata* allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the preceding sentences of this paragraph. The amount paid or payable by any of the Indemnified Parties as a result of the losses, claims, damages or liabilities referred to above in this paragraph shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with defending such action or claim. The covenants and agreements in this paragraph and the preceding paragraph shall survive the delivery of the Series 2026 Bonds.

SECTION 10. PARTIES IN INTEREST

This Agreement has been and is made solely for the benefit of the Issuer and its officers, agents and employees, the Company, the Purchaser, and their respective successors, and no other person, partnership, association or corporation shall acquire or have any right under or by virtue of this Agreement.

SECTION 11. NOTICES

All communications hereunder shall be in writing, and if sent to the Issuer, the Company, or the Purchaser shall be mailed or delivered and confirmed to the address shown below:

To the Company:

Crossroads Commerce Industrial, LLC,
c/o Panattoni
12444 Powerscourt Drive, Suite 380
St. Louis, Missouri 63131
Attn: Nick Cook

Crossroads Commerce Center, LLC,
c/o Panattoni
12444 Powerscourt Drive, Suite 380
St. Louis, Missouri 63131
Attn: Nick Cook

To the Purchaser:

Crossroads Commerce Industrial, LLC,
c/o Panattoni

12444 Powerscourt Drive, Suite 380
St. Louis, Missouri 63131
Attn: Nick Cook

To the Issuer:

City of Gardner, Kansas
120 East Main Street
Gardner, Kansas 66030
Attn: City Administrator

SECTION 12. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Kansas and may not be assigned by the Issuer, the Company, or the Purchaser.

SECTION 13. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall be one and the same instrument, and any parties hereto may execute this agreement by signing any such counterpart.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Issuer, the Company, and the Purchaser have caused their authorized representatives to execute and deliver this Agreement as of the date appearing on the first page hereof.

CITY OF GARDNER, KANSAS
as Issuer

By _____
Mayor

"ISSUER"

IN WITNESS WHEREOF, the Issuer, the Company, and the Purchaser have caused their authorized representatives to execute and deliver this Agreement as of the date appearing on the first page hereof.

COMPANY:

CROSSROADS COMMERCE INDUSTRIAL, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

CROSSROADS COMMERCE CENTER, LLC,
a Kansas limited liability company

By: _____
Name: _____
Title: _____

"COMPANY"

IN WITNESS WHEREOF, the Issuer, the Company, and the Purchaser have caused their authorized representatives to execute and deliver this Agreement as of the date appearing on the first page hereof.

PURCHASER:

CROSSROADS COMMERCE INDUSTRIAL, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

"PURCHASER"

PAYMENT IN LIEU OF TAX AGREEMENT
(PANATTONI LOT 1 – BUILDING 1 PROJECT)

THIS PAYMENT IN LIEU OF TAX AGREEMENT (this "Agreement"), made and entered into as of this _____, 2026, by and among **CROSSROADS COMMERCE INDUSTRIAL, LLC**, a Delaware limited liability company ("Crossroads Commerce Industrial"), **CROSSROADS COMMERCE CENTER, LLC**, a Kansas limited liability company ("Crossroads Commerce Center" and together with Crossroads Commerce Industrial individually and collectively as the context requires, the "Company"), and **THE CITY OF GARDNER, KANSAS**, a municipal corporation (the "City" and "Issuer").

WITNESSETH:

1. **Tax Exemption; Payment in Lieu of Taxes**. In consideration of the issuance by the City of its industrial revenue bonds in the principal amount of not to exceed $34,000,000 (the "Bonds") to finance the cost of acquiring, constructing, equipping, and furnishing an approximately 469,128 square foot industrial/flex facility, including real estate, buildings, improvements, and equipment as described on *Exhibit B* (the "Improvements"), located on real property in the City as described on *Exhibit A* (the "Project Site," and together with the Improvements, the "Project"), to be leased by the City to the Company, and in consideration of Company's execution of the Lease Agreement dated as of November 1, 2026 (the "Lease"), as may be amended from time to time, by and among the City and the Company, pursuant to which the Project is leased to the Company, and in further consideration of the laws of the State of Kansas (the "State") granting an exemption from real and personal property taxation for the portion of the Project purchased with the proceeds of the Bonds for the period of up to 10 years, commencing with the first calendar year after the calendar year in which the Bonds are issued, the Company agrees to make payments in lieu of ad valorem property taxes in the amount specified herein and in the manner provided for herein, and the City agrees to apply for an ad valorem property tax exemption for such portion of the Project for the 10 year period herein described.

2. **Amount of Payments; Place of Payment**. In lieu of all general ad valorem real and personal property taxes on the portion of the Project financed with the proceeds of the Bonds as permitted by K.S.A. 79-201a *Second* or *Twenty-Fourth*, for the 10 calendar years commencing with the first calendar year after the Bonds are issued, the Company shall pay, if due, by separate check to the Treasurer of Johnson County, Kansas (the "County"), or other appropriate officer as required by the laws of the State, a payment in lieu of taxes ("PILOT") in the amount reflected on *Exhibit C* to this Agreement. Such amount shall be billed to the Company by statement of the County Clerk of the County (or such other appropriate officer of the County or City) which bill shall be issued approximately contemporaneously with the issuance of general tax bills in the State and shall be due on the dates and in the percentages ad valorem property taxes are due in the State. Currently, tax bills are issued by November 20th of each year and are due as follows: one-half (1/2) on or before December 20th in respect of the PILOT for the then current calendar year, and the remainder for such calendar year on or before May 10th of the following calendar year. There shall be no property tax exemption for any portion of the facility or equipment located at the Project Site or elsewhere that has not been financed with the proceeds of the Bonds unless such portion of the facility or equipment has been specifically exempted from

taxation in connection with, and purchased with the proceeds of, another series of industrial revenue bonds subsequently issued by the City or is otherwise exempt from taxation by State law. Further, and notwithstanding anything in this Agreement to the contrary, the property tax exemption referred to in this Section shall not exempt the Project or any portion thereof from any tax levy which, at the time of the issuance of the Bonds, cannot be abated pursuant to State law.

3. **Distribution of Payment**. All payments in lieu of taxes shall be distributed to all applicable taxing subdivisions in the County, as provided in K.S.A. 12-1742.

4. **Events of Default; Remedies**. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" hereunder:

(a) the Company shall fail to pay any PILOT in a timely manner or perform any of its obligations hereunder, provided the Company shall be provided written notice of any such default and a 30 day period to cure the same;

(b) the Company shall breach any covenant contained herein or any representation of the Company contained herein shall prove to be materially false or erroneous, provided the Company shall be provided written notice of any such default and a 30 day period to cure the same;

(c) the Company shall fail to comply with any of the provisions of this Agreement, including but not limited to Section 7 hereof after written notice and a 30 day cure period;

(d) the Company shall be in default under the Lease after any applicable notice and cure period set forth therein; or

(e) any entity under 50% or more common ownership or control with the Company is in default under an agreement between such entity and the City, provided, however, that it shall not be an Event of Default hereunder if any entity under less than 50% or more common ownership and control with the Company is in default under an agreement between such entity and the City.

If such Event of Default occurs, this Agreement may be terminated by written notice to the Company from the City. Such termination shall be effective immediately following delivery of such written notice, subject to the final paragraph of this Section 4. Upon the termination of this Agreement, the Company shall make a payment to the City (or as the City may otherwise direct) in an amount equal to the sum of (i) all due but unpaid PILOTs attributed to prior calendar years, (ii) the pro rata total PILOTs that would be due with respect to the current calendar year, (iii) the pro rata amount of any ad valorem real property taxes that would be due for the remaining portion of the current calendar year assuming the Project were not exempt from ad valorem real property taxes, and (iv) the amount of any costs, expenses, and attorneys' fees incurred by the City as a result of such Event of Default and in enforcing this Agreement.

Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by State law on overdue ad valorem taxes from the date such payment was first due. In addition, amounts payable hereunder in lieu of ad valorem taxes that are not paid when due shall be subject to the same penalties imposed by State law on overdue ad valorem taxes.

The first time Company should fail to make any required payment hereunder, the City will provide Company 30 days' notice of its intention to terminate this Agreement and provide it the opportunity to cure within the 30 day period. Any subsequent time the Company should fail to make any required payment hereunder, the City will provide Company 5 days' notice of its intention to terminate this Agreement and provide it the opportunity to cure within the 5 day period. No notice is required to terminate this Agreement for a default under the Lease that is not cured within the time period permitted under the Lease.

5. **Subject to Master Resolution of Intent**. This Agreement is subject to all terms and provisions of Resolution No. 2158 of the City, adopted January 21, 2025 (the "Master Resolution of Intent"), which terms and provisions are incorporated herein by reference. Without limiting the foregoing, the parties acknowledge and agree that:

(a) the Company has agreed to construct, at its sole cost, certain improvements to 175th Street and Clare Road as required by the traffic study obtained by the Company in connection with development of the Master Project (defined in the Master Resolution of Intent);

(b) the City agrees not to impose any special benefit districts on property comprising the Master Project without property owner consent while the Master Resolution of Intent remains in place;

(c) the Company shall be obligated to pay Excise Tax (defined in the Master Resolution of Intent) as and when portions of the property comprising the Master Project are platted; and

(d) in connection with the issuance of the Bonds (as defined in this Agreement), the Company has paid an origination fee calculated in the manner set forth on *Exhibit A* to the Master Resolution of Intent.

6. **Application for Abatement**. The City and Company shall compile the information necessary to file the application for exemption (currently Form IRBX) with Johnson County, Kansas and/or the Kansas Board of Tax Appeals. If Company is the party required to file the application for exemption (e.g. in a lease/leaseback arrangement), Company shall file such application no later than February 15 of the year following the calendar year in which the Bonds have been issued. Company shall deliver the City a copy of the application for exemption upon submission to Johnson County, Kansas and/or the Kansas Board of Tax Appeals. Company shall be responsible for paying the application fee at the time of filing the application for exemption, for paying any City costs or expenses reasonably incurred to prepare, review, or file such application, and for paying any City costs or expenses reasonably incurred to administer this Agreement.

7. **Annual Certification**. Each year following the first year of the abatement, the Company is required to complete and submit certain information to confirm compliance with this Agreement (the "Annual Certification"). The Annual Certification shall be provided in the form and manner requested by the City and shall be submitted no later than February 10 of each year for the term of the abatement unless otherwise agreed, in writing, by the City. The information contained in the Annual Certification shall be used by the City Clerk to make its annual certification of compliance required by the Johnson County Treasurer. Failure to provide the Annual Certification shall be an Event of Default hereunder as set forth in Section 4 hereof.

8. **Counterparts**. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed to be an original and all of which shall constitute the same instrument.

9. **Transferability**. The benefits of this Agreement may not be transferred to any assignee of the Company without the written consent of the City; provided, however, that the Company may assign this Agreement without the consent of the City: (a) if the assignee is an entity with which the Company has merged in accordance with Section 9.4 of the Lease; (b) to an entity under not less than 5% common ownership or control with the Company, PDC STL/INDY LPIV, LLC, a Delaware limited liability company, or to the Company's successors in interest (whether by merger, consolidation or otherwise); (c) to a lender via collateral assignment for financing purposes; or (d) to one or more owners or end-users of the Project approved (or deemed approved) by the City pursuant to the procedure set forth in Section 10 below, provided any assignment pursuant to (b) or (d) above shall be subject to providing the City with a fully-executed assignment and assumption agreement, pursuant to which the assignee expressly assumes and agrees to be bound by the obligations so assigned. In the event City consent is required for a transfer as provided in this Section 9, such consent rights shall be limited to the City's reasonable determination that the proposed transferee has the financial capacity and experience to fulfill the Company's obligations under this Agreement, the Base Lease, and the Lease. In the event the Governing Body fails to reject any request for City consent to a transfer as provided in this Section 9 at the next regular meeting following the next regular meeting agenda deadline that follows such written request for consent, such transfer shall be deemed approved.

10. **Sublease by the Company**. Except as provided in this Section 10, the Company may sublease all or portions of the Project for use by others in the normal course of its business without the City's prior consent or approval, but with not less than 10 days' prior written notice to the City. Such notice shall identify the name of the subtenant, the type of entity of the subtenant, and its state of organization or formation, if applicable, and provide a brief description of the nature of the business to be conducted by the proposed subtenant at the Project. If, within 10 days after receiving notice from the Company of its intent to enter into a sublease, the City Administrator provides written notice to the Company that, in his or her judgment, it is in the best interest of the City to require the Governing Body's consent to the proposed sublease, such sublease shall not become effective until the Company receives the written consent of the City to such sublease; provided, however, that the consent of the City shall not be unreasonably withheld. The parties agree that the City may reasonably withhold consent to a proposed subtenant only where the proposed use would not comply with applicable zoning or land use requirements or where the ultimate

owner (i.e., an individual) who has more than fifty percent (50%) ultimate ownership in the subtenant has been convicted of one or more felonies, the subtenant has a pending/ongoing bankruptcy, or the subtenant has currently delinquent tax liabilities If the City Administrator receives written notice of a sublease as provided in this Section 10 and, within the 10-day period set forth above, fails to approve such sublease or fails to forward the same for the Governing Body's approval, or in the event the Governing Body fails to reject such sublease at the next regular meeting following the next regular meeting agenda deadline that follows the receipt of such request from the City Administrator, such sublease shall be deemed approved.

11. **No Waiver**. No waiver by the City of any breach of this Agreement shall be construed to be a waiver of any other or subsequent breach.

12. **Governing Law**. This Agreement shall be governed by the laws of the State.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by a duly authorized official, such signature to be attested by a duly authorized officer and its official seal to be applied as of the day and year first above written.

CITY OF GARDNER, KANSAS

_____

Mayor

(SEAL)

ATTEST:

_____

City Clerk

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by a duly authorized officer, as of the day and year first above written.

CROSSROADS COMMERCE INDUSTRIAL, LLC,
a Delaware limited liability company

By:_____
Name: _____
Title: _____

CROSSROADS COMMERCE CENTER, LLC,
a Kansas limited liability company

By:_____
Name: _____
Title: _____

"COMPANY"

EXHIBIT A

DESCRIPTION OF THE PROJECT SITE

The following described real estate in Johnson County, Kansas:

> Lot 1, and Tracts A, B, and C, CROSSROADS COMMERCE CENTER, a subdivision in the City of Gardner, Johnson County, Kansas.

Said real property constituting the "Land" as referred to in the Trust Indenture and the Lease entered into by the City concurrently with the issuance of the Bonds.

EXHIBIT B

DESCRIPTION OF THE IMPROVEMENTS

All buildings, building improvements, machinery, and equipment purchased in whole or in part from the proceeds of the Bonds, together with all substitutions and replacements for any of the foregoing property.

EXHIBIT C

ANNUAL PILOT

Lease Year	Tax Year	Amount Per SF	PILOT
1	2027	$0.15	**$ 70,369**
2	2028	0.19	**89,496**
3	2029	0.24	**113,820**
4	2030	0.31	**144,757**
5	2031	0.39	**184,102**
6	2032	0.50	**234,141**
7	2033	0.63	**297,780**
8	2034	0.81	**378,717**
9	2035	1.03	**481,652**
10	2036	1.31	**612,565**

The PILOT set forth above in each year is calculated as the amount per square foot identified in the table for each year times 469,128, the gross square footage of building area comprising the Project.

There shall be no adjustment to the PILOT schedule above in the event the actual appraised value per square foot of the Project during the term of the abatement is higher or lower than the estimated appraised value used by the parties to this Agreement to calculate the PILOT for each year.

In addition to the PILOT set forth above in each year, the Company shall timely remit all general ad valorem real and personal property taxes attributable to: (i) any portion of the Project not financed with the proceeds of industrial revenue bonds and not otherwise exempt from taxation; (ii) any tax levy which cannot be abated pursuant to State law; and (iii) any special assessments levied against the Project.

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 2

MEETING DATE: NOVEMBER 2, 2026

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting an ordinance authorizing the issuance and delivery of $[10,225,000] principal amount of General Obligation Bonds, Series 2026D (Taxable Under Federal law), of the City of Gardner, Kansas.

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:
Staff recommends adopting an ordinance authorizing the issuance and delivery of approximately $[10,225,000] principal amount of General Obligation Bonds, Series 2026D (Taxable Under Federal law), of the City of Gardner, Kansas.

Background/Description of Item:
On October 5, 2026, the Governing Body approved Resolution No. 2206 authorizing the offer for sale of General Obligation Bonds, Series 2026D (Taxable Under Federal law). The bonds will be used to reimburse or pay the costs associated with the improvements of the electric system, including the construction of Substation No. 4.

Under Kansas law, general obligation bonds are required to be authorized by an ordinance of the City. The attached ordinance authorizes the issuance of the bonds, describes the security for the bonds (general obligations of the City backed by the City's full faith and credit).

At the meeting, Municipal Advisor Jessica Lamendola of Baker Tilly will present the credit rating the City received from Standard & Poor's Ratings Services and the bids from the sale. Bond Counsel Rick McConnell and Emma Kate Dillon of Kutak Rock will be at the meeting to answer any questions.

Financial Impact:
The debt service payments for the bonds will come from the Electric Fund.

Attachments Included:
- Ordinance No. 2900

Suggested Motion:
Adopt Ordinance No. 2900, an ordinance authorizing the issuance and delivery of $[10,225,000] principal amount of General Obligation Bonds, Series 2026D (Taxable Under Federal law), of the City of Gardner, Kansas.

ORDINANCE NO. 2900

AN ORDINANCE AUTHORIZING THE ISSUANCE AND DELIVERY OF $[10,225,000] PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2026D (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF GARDNER, KANSAS; AND PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE.

WHEREAS, the City of Gardner, Kansas (the "City"), is a city of the second class, created, organized and existing under the laws of the State of Kansas (the "State");

WHEREAS, pursuant to Article 12, Section 5, of the Kansas Constitution, and Charter Ordinance No. 28 of the City, all as amended or supplemented, and other provisions of the laws of the State applicable thereto, by proceedings had, the Governing Body of the City has authorized certain electric system improvements (the "Improvements") pursuant to Ordinance No. 2823 of the City passed on January 21, 2025, as amended by Ordinance No. 2896 of the City passed on September 21, 2026;

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body of the City now finds and determines that the total cost of the Improvements and related expenses is at least $[10,225,000];

WHEREAS, the Governing Body of the City is authorized by law to issue general obligation bonds of the City to pay the costs of the Improvements;

WHEREAS, the Governing Body of the City has advertised the sale of its general obligation bonds in accordance with the law and, at a meeting held in the City on this date, has awarded or will award the sale of such bonds to the lowest bidder; and

WHEREAS, the Governing Body of the City finds and determines that it is necessary for the City to authorize the issuance and delivery of its taxable general obligation bonds in the principal amount of $[10,225,000] to pay the costs of the Improvements, including the costs of issuance of the Bonds (as herein defined);

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS, AS FOLLOWS:

Section 1. Definitions of Words and Terms.

"**Bond and Interest Fund**" means the Bond and Interest Fund of the City for its general obligation bonds.

"**Bonds**" means the City's General Obligation Bonds, Series 2026D (Taxable Under Federal Law), authorized by this Ordinance in the aggregate principal amount of $[10,225,000], and dated December 9, 2026.

"**City**" means the City of Gardner, Kansas.

"**City Clerk**" means the appointed and acting City Clerk or, in the City Clerk's absence, the acting City Clerk of the City.

"**City Treasurer**" means the appointed and acting City Treasurer or, in the City Treasurer's absence, the acting City Treasurer of the City.

"**Improvements**" means the improvements referred to in the recitals to this Ordinance or any Substitute Improvements, as defined in the Resolution.

"**Mayor**" means the elected and acting Mayor of the City or, in the Mayor's absence, the acting Mayor of the City.

"**Ordinance**" means this Ordinance of the City authorizing the issuance of the Bonds.

"**Resolution**" means the Resolution of the City containing the terms and details of the Bonds.

"**State**" means the State of Kansas.

Section 2. Authorization of and Security for the Bonds. There shall be issued and are authorized and directed to be issued the Bonds of the City in the principal amount of $[10,225,000] for the purpose of providing funds to pay the cost of the Improvements, including payment of the costs of issuance of the Bonds.

The Bonds shall be general obligations of the City payable as to both principal and interest from current revenues of the City authorized for such purpose, and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 3. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such form, shall be subject to redemption and payment prior to maturity and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Resolution adopted by the Governing Body of the City.

Section 4. Levy and Collection of Annual Tax. The Governing Body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, and the proceeds derived from the taxes and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time the taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is authorized and directed to pay the principal or interest out of the general funds of the City and to reimburse the general funds for money so expended when the taxes and/or assessments are collected.

Section 5. Further Authority. The Mayor, Finance Director, City Clerk and other City officials are further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make alterations, changes or additions in the agreements, statements, instruments and other documents approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 6. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 7. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication in the official City newspaper.

[*Remainder of Page Intentionally Left Blank*]

PASSED by the Governing Body of the City on November 2, 2026.

APPROVED by the Mayor of the City on November 2, 2026.

CITY OF GARDNER, KANSAS

_____
Mayor

(Seal)

ATTEST:

_____
City Clerk

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 3

MEETING DATE: NOVEMBER 2, 2026

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting a resolution prescribing the form and details of and authorizing the delivery of $[10,225,000] principal amount of General Obligation Bonds, Series 2026D (Taxable Under Federal law), of the City of Gardner, Kansas, previously authorized by an ordinance of the City.

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:
Staff recommends adopting a resolution prescribing the form and details of and authorizing the delivery of $[10,225,000] principal amount of General Obligation Bonds, Series 2026D (Taxable Under Federal law), of the City of Gardner, Kansas, previously authorized by an ordinance of the City.

Background/Description of Item:
Following the passing of the ordinance authorizing the issuance and delivery of the bonds, this resolution is the second step to complete the transactions for the sale of the bonds.

The resolution provides the details of the bond issue including such items as the principal and interest payment dates and amounts, the rate of interest, identification of the paying agent and bond registrar (the State Treasurer of Kansas), optional redemption rights, bond registration and transfer provisions and similar information relating to the mechanics of how the bond issue works. The resolution also provides for the creation of certain funds and accounts relating to bond proceeds and money used to pay the debt service on the bonds and includes provisions relating to the administration of such funds and accounts. The resolution further describes the rights of the owners of the bonds and provides an agreement by the City to disclose certain information to the marketplace about the events relating to the bonds and the City's financial and operating data as long as the bonds remain outstanding.

The attached resolution authorizes all preparations to complete the sale and issuance of the bonds. Bond Counsel Rick McConnell and Emma Kate Dillon of Kutak Rock will be at the meeting to answer any questions.

Financial Impact:
The debt service payments for the bonds will come from the Electric Fund.

Attachments Included:
- Resolution No. 2207

Suggested Motion:
Adopt Resolution No. 2207, a resolution prescribing the form and details of and authorizing the delivery of $[10,225,000] principal amount of General Obligation Bonds, Series 2026D (Taxable Under Federal law), of the City of Gardner, Kansas, previously authorized an ordinance of the City.

RESOLUTION NO. 2207

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING THE DELIVERY OF $[10,225,000] PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2026D (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF GARDNER, KANSAS, PREVIOUSLY AUTHORIZED BY AN ORDINANCE OF THE CITY.

WHEREAS, the City of Gardner, Kansas (the "City"), has passed the Ordinance (as herein defined) authorizing the issuance of the Bonds (as herein defined); and

WHEREAS, the Ordinance authorized the Governing Body of the City to adopt a resolution prescribing certain details and conditions, and to make certain covenants, with respect to the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS, AS FOLLOWS:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions of Words and Terms.

"**Act**" shall mean the Constitution and Statutes of the State including, but not limited to, Article 12, Section 5, of the Kansas Constitution, and Charter Ordinance No. 28 of the City, all as amended or supplemented.

"**Authorized Costs**" means the amount of expenditures for an improvement, including interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding general obligation bonds and outstanding notes issued to pay for such improvement, and Costs of Issuance of the Bonds, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Authorized Costs and (b) any Authorized Costs which have been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed under State and federal law.

"**Authorized Denominations**" mean $5,000 and any integral multiple thereof.

"**Authorized Investments**" mean those investments authorized by K.S.A. 10-131, as amended and supplemented, and by other provisions of State law applicable to the City.

"**Beneficial Owner**" means any Person who (a) has the power directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any book-entry bond (including persons holding book-entry bonds through nominees, depositories or other intermediaries), or (b) is treated as owner of any book-entry bond for federal income tax purposes**.**

"**Bond and Interest Fund**" means the Bond and Interest Fund of the City for its general obligation bonds.

"**Bond Counsel**" means the firm of Kutak Rock LLP, or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

"**Bond Register**" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"**Bond Registrar**" means the State Treasurer, Topeka, Kansas, and any successors and assigns.

"**Bonds**" means the City's General Obligation Bonds, Series 2026D (Taxable Under Federal Law), in the aggregate principal amount of $[10,225,000], dated December 9, 2026.

"**Business Day**" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operation.

"**Cede & Co.**" shall mean Cede & Co., as nominee of The Depository Trust Company, New York, New York.

"**City**" means the City of Gardner, Kansas.

"**City Clerk**" means the appointed and acting City Clerk of the City or, in the City Clerk's absence, the acting City Clerk of the City.

"**City Treasurer**" means the appointed and acting City Treasurer of the City or, in the City Treasurer's absence, the acting City Treasurer of the City.

"**Costs of Issuance**" shall mean all costs of issuing the Bonds, including all publication, preparation, signing and mailing expenses, registration fees, all legal fees and expenses of Bond Counsel and other legal counsel, all fees and expenses of the municipal advisor, all expenses incurred in connection with receiving a rating on the Bonds, and all fees of the Attorney General of the State.

"**Defaulted Interest**" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"**Final Official Statement**" means the final official statement prepared by the City or its representatives in connection with the sale of the Bonds and delivered to the Original Purchaser within seven Business Days after the sale of the Bonds in accordance with the SEC Rule. The Final Official Statement includes the information in the Preliminary Official Statement as supplemented or amended.

"**Improvement Fund**" means the fund by that name created in Section 5.01.

"**Improvements**" mean the improvements referred to in the recitals to the Ordinance or any Substitute Improvements, as defined in this Resolution.

"**Interest Payment Dates**" mean April 1 and October 1 of each year, commencing October 1, 2027.

"**Maturity**" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as provided therein, whether at the Stated Maturity or call for redemption or otherwise.

"**Mayor**" means the elected and acting Mayor of the City or, in the Mayor's absence, the acting Mayor of the City.

"**Ordinance**" means the ordinance of the City authorizing the issuance of the Bonds as further described on *Exhibit B* to this Resolution.

"**Original Purchaser**" means the original purchaser of the Bonds described on *Exhibit B* to this Resolution.

"**Outstanding**" means as of a particular date of determination, all Bonds authenticated and delivered under the provisions of this Resolution, except:

(a) Bonds canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to this Resolution;

(b) Bonds for the payment or redemption of which moneys or investments have been deposited in accordance with Article XI of this Resolution; and

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

"**Owner**" or "**Bond Owner**" when used with respect to any Bond means the Person in whose name such Bond is registered on the registration books of the Bond Registrar.

"**Participants**" shall mean those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"**Paying Agent**" means the State Treasurer, Topeka, Kansas, and any successors and assigns.

"**Person**" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision or other public body.

"**Preliminary Official Statement**" means the Preliminary Official Statement which was prepared by the City and its advisors in connection with the sale of the Bonds and distributed to

potential purchasers of the Bonds before the Final Official Statement, as described in the SEC Rule, was made available.

"**Principal and Interest Account**" means the account by that name created in Section 5.01.

"**Purchase Price**" means the original purchase price of the Bonds described on *Exhibit B* to this Resolution.

"**Record Dates**" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of each month preceding such Interest Payment Date.

"**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 Resolution.

"**Redemption Price**" when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"**Replacement Bonds**" shall mean Bonds issued to the Beneficial Owners of the Bonds in accordance with Section 2.04 of this Resolution.

"**Resolution**" means this Resolution relating to the Bonds.

"**SEC Rule**" means the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. Section 240.15c2-12).

"**Securities Depository**" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

"**Special Record Date**" means the date fixed by the Paying Agent pursuant to Section 2.04 for the payment of Defaulted Interest.

"**State**" means the State of Kansas.

"**State Treasurer**" means the elected Treasurer of the State or, in the Treasurer's absence, the acting Treasurer of the State.

"**Stated Maturity**" when used with respect to any Bond means the date specified in such Bond and this Resolution as the fixed date on which the principal of such Bond is due and payable.

"**Substitute Improvements**" mean the substitute or additional improvements authorized pursuant to Section 6.04 of this Resolution.

"**Term Bonds**" mean the Term Bonds, if any, described on *Exhibit B* to this Resolution.

"**United States Government Obligations**" mean bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the

principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidence of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

ARTICLE II
DETAILS OF THE BONDS

Section 2.01. Authorization of the Bonds. The Bonds have been authorized pursuant to the Ordinance and the Act for the purpose of providing funds to pay the Authorized Costs of the Improvements, including payment of the Costs of Issuance of the Bonds.

Section 2.02. Description of the Bonds. The Bonds shall consist of fully registered bonds in Authorized Denominations, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated December 9, 2026, shall become due on the Stated Maturities, and shall bear interest at the rates per annum set forth on *Exhibit B* to this Resolution.

The Bonds shall bear interest at the rates described on *Exhibit B* to this Resolution (computed on the basis of a 360-day year of twelve 30-day months) from that date or from the most recent Interest Payment Date to which interest has been paid or provided for, which interest shall be payable on the Interest Payment Dates.

Section 2.03. Designation of Paying Agent and Bond Registrar. The State Treasurer is designated as the Paying Agent and Bond Registrar for the Bonds. The Mayor and City Clerk of the City are authorized and empowered to execute on behalf of the City an agreement with the Bond Registrar and Paying Agent for the Bonds. The City reserves the right to appoint a successor Paying Agent or Bond Registrar. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of paying agent or bond registrar. Every Paying Agent or Bond Registrar appointed by the City shall at all times meet the requirements of State law and the City will at all times maintain a Paying Agent and Bond Registrar meeting the requirements of State law.

Section 2.04. Initial Registration with Securities Depository, Method and Place of Payment of the Bonds. The Bonds shall be registered on bond registration books maintained by the Bond Registrar to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owners will receive certificates representing their respective interests in the Bonds, except in the event the City issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, and interest on, the Bonds until and unless the City authenticates and delivers Replacement Bonds to the Beneficial Owners in the manner described in this Section.

If the City determines: (a) that the Securities Depository is unable to properly discharge its responsibilities; (b) that the Securities Depository is no longer qualified to act as a securities

depository and registered clearing agency under the Securities Exchange Act of 1934, as amended; or (c) that the continuation of a book-entry only system to the exclusion of any Bonds being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Bonds, or if the City receives written notice from Participants having interests in not less than 50% of the Bonds, as shown on the records of the Securities Depository, that the continuation of a book-entry only system to the exclusion of Bonds being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Bonds, or if the Securities Depository determines to discontinue providing book-entry services, then the City shall notify the Owners of the Bonds of such determination or such notice and of the availability of certificates to Owners who request certificates, and the City shall authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository in this Resolution shall relate to the period of time when the Securities Depository has possession of at least one certificate. Upon the issuance of Replacement Bonds, all references in this Resolution to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the City, to the extent such provisions are consistent with and applicable to Replacement Bonds. If the Securities Depository resigns and the City or Bond Owners are unable to locate a qualified successor of the Securities Depository, then the City shall authenticate and deliver Replacement Bonds to the Participants for the benefit of the Bond Owners.

The principal of, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at Maturity, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest:

(a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register;

(b) at such other address as is furnished to the Paying Agent in writing by such Owner; or

(c) in the case of an interest payment to any Owner that is a securities depository, by wire transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), address, ABA routing number and account number to which such Owner wishes to have such wire directed.

Notwithstanding the provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal, redemption premium, if any, and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

Section 2.05. Method of Execution and Authentication of the Bonds. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk and the seal of the City shall be affixed to or imprinted on the Bonds. The Bonds shall be registered in the office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk with the seal of the City affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In the event that any of the previously mentioned officers shall cease to hold such offices before the Bonds are issued and delivered, the Bonds may be issued and transferred to other Owners as though the officers had not ceased to hold office, and such signatures appearing on the Bonds shall be valid and sufficient for all purposes as if they had remained in office until such issuance or transfer.

The Bonds shall not be valid obligations under the provisions of this Resolution until authenticated by the Bond Registrar or an authorized representative of the Bond Registrar by execution of the Certificate of Authentication appearing on each Bond. It shall not be necessary that the same representative of the Bond Registrar execute the Certificate of Authentication on all of the Bonds.

Section 2.06. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as provided herein. Each Bond when issued shall be registered in the name of the Owner on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, executed by the Owner or by the Owner's authorized agent. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. The City shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Resolution and the cost of preparation of a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds.

The City and the Bond Registrar shall not be required: (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to Section 3.04 and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to Section 2.04.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal, redemption premium, if any, and interest on the Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

Section 2.07. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Stated Maturity, shall be canceled by the Paying Agent immediately upon the payment, redemption and surrender to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so canceled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 2.08. Mutilated, Lost, Stolen or Destroyed Bonds. If: (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond; and (b) there is delivered to the City and the Paying Agent such security or indemnity as may be required by each of them, then, in the absence of notice to the City or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in

exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the City may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed and any other expenses (including the fees and expenses of the Paying Agent).

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

Section 2.09. Delivery of the Bonds. The sale of the Bonds is awarded to the Original Purchaser. The Mayor and City Clerk are authorized and directed to cause the Bonds to be registered in the offices of the City Clerk and the State Treasurer as provided by law, and, when executed and registered, to deliver the Bonds to the Original Purchaser upon receipt by the City of the Purchase Price.

ARTICLE III
REDEMPTION OF THE BONDS

Section 3.01. Optional Redemption. At the option of the City, Bonds maturing October 1, 2037, and thereafter may be called for redemption and payment prior to Stated Maturity on October 1, 2036, or thereafter at any time in whole or in part (selection of Bonds to be designated by the City in such equitable manner as it may determine) at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Section 3.02. Sinking Fund Redemption. Any Term Bonds shall also be subject to mandatory redemption and payment as described on *Exhibit B* to this Resolution. The mandatory redemption amount for any Term Bond may be reduced by the principal amount of such Term Bond redeemed prior to its Stated Maturity pursuant to optional redemption as set forth in Section 3.01 of this Resolution. To effect such reduction, the City shall notify the Bond Registrar on or before the 45th day preceding the applicable mandatory redemption date, setting forth the extent of the reduction to be applied with respect to the mandatory sinking fund requirement.

Section 3.03. Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in the principal amount of $5,000 or any integral multiple thereof. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, the Bonds shall be redeemed in such manner as the City shall determine, Bonds of less than a full Stated Maturity to be selected by lot in units of $5,000.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then Outstanding, then for all purposes in connection with such redemption each $5,000 of face value shall be treated as though it were a separate Bond in the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value

represented by any Bond is selected for redemption, then upon notice of intention to redeem such $5,000 unit or units, the Owner or the Owner's authorized agent shall present and surrender such Bond to the Bond Registrar:

(a) for payment of the Redemption Price (including the redemption premium, if any, and interest to the date fixed for redemption) of the $5,000 unit or units of face value called for redemption; and

(b) for exchange, without charge to the Owner, for a new Bond(s) of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond.

If the Owner of any Bond of a denomination greater than $5,000 shall fail to present such Bond as described above, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the amount called for redemption (and to that extent only).

Notwithstanding the provisions of the preceding paragraph, in the event of a partial redemption of the Bonds, the Securities Depository may, at its option, in lieu of surrendering such Bond, make an appropriate notation on the Bond certificate indicating the date and amounts of the reduction in the principal amount of such Bond (except in the case of the final Stated Maturity of such Bond, where the Bond certificate shall be presented to the City prior to payment).

Section 3.04. Notice of Redemption. In the event the City desires to call the Bonds for redemption prior to their Stated Maturity, unless waived by the Bond Registrar, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the date fixed for redemption or such lesser time period permitted by the Bond Registrar that enables the Bond Registrar to provide the Owners of the Bonds with the notice described in this Section. Unless waived by any Owner of Bonds to be redeemed, if the City shall call any Bonds for redemption and payment prior to the Stated Maturity, the City shall instruct the Bond Registrar to give written notice of its intention to call and pay the Bonds on a specified date, the same being described by Stated Maturity, such notice to be mailed by United States first-class mail addressed to the Owners of the Bonds, each of the notices to be mailed not less than 30 days prior to the date fixed for redemption. The City and Bond Registrar shall also give such additional notice as may be required by State law or regulations of the Securities and Exchange Commission in effect as of the date of such notice.

All official notices of redemption shall be dated and shall state:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;

(d) that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest

shall cease to accrue from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price); and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which place of payment shall be the principal office of the Paying Agent.

The notice of redemption may be conditioned on the issuance by the City of a refunding obligation or the receipt of other funds necessary to redeem the Bonds.

During the time the Bonds are registered in the name of Cede & Co., the notice described in the immediately preceding paragraphs shall be delivered to the Securities Depository. The Securities Depository shall, in turn, notify its Participants. It is expected that the Participants, in turn, will notify or cause to be notified the Beneficial Owners of the Bonds. Any failure on the part of the Securities Depository, or failure on the part of a nominee of a Beneficial Owner of a Bond (having received notice from the City, a Participant or otherwise) to notify the Beneficial Owner of the Bonds so affected, shall not affect the validity of the redemption of such Bonds.

Prior to or simultaneously with any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds which are to be redeemed on that date. Upon surrender of such Bonds for redemption in accordance with the notice, such Bonds shall be paid by the Paying Agent at the Redemption Price. Installments of interest due on or prior to the Redemption Date shall be payable as provided herein for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Paying Agent and shall not be reissued.

Section 3.05. Effect of Call for Redemption. Whenever any Bond is called for redemption and payment as provided in this Article, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the Redemption Price specified.

ARTICLE IV
FORM OF THE BONDS

Section 4.01. Form of the Bonds. The Bonds shall be printed in accordance with the format required by the Attorney General of the State and shall contain information substantially in the form set forth on *Exhibit A* to this Resolution or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 to 10-632, inclusive, as amended and supplemented.

ARTICLE V
ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 5.01. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the treasury of the City the following funds and accounts:

(a) Improvement Fund for the City of Gardner, Kansas, General Obligation Bonds, Series 2026D (Taxable Under Federal Law); and

(b) Principal and Interest Account for the City of Gardner, Kansas, General Obligation Bonds, Series 2026D (Taxable Under Federal Law).

Section 5.02. Administration of Funds and Accounts. The funds and accounts established herein shall be administered in accordance with the provisions of this Resolution so long as the Bonds are Outstanding.

ARTICLE VI
APPLICATION OF BOND PROCEEDS

Section 6.01. Disposition of Bond Proceeds.

The proceeds of the Bonds, upon issuance and delivery, shall be deposited as follows:

(a) In the Principal and Interest Account, a sum equal to the accrued interest, if any, on the Bonds, and any premium identified on *Exhibit B;* and

(b) The balance of the proceeds of the Bonds shall be deposited into the Improvement Fund.

Section 6.02. Withdrawals from the Improvement Fund. The City Treasurer shall make withdrawals from the Improvement Fund solely for the purpose of paying the Authorized Costs of the Improvements, including payment of the Costs of Issuance.

Section 6.03. Surplus in the Improvement Fund. All moneys remaining in the Improvement Fund after the completion of the Improvements and payment of all Authorized Costs of the Improvements, including payment of Costs of Issuance, shall be transferred immediately to the Principal and Interest Account.

Section 6.04. Substitution of Improvements. The City may elect to substitute or add other improvements pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State; and (b) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Authorized Costs of the Substitute Improvement has been adopted by the Governing Body of the City.

ARTICLE VII
PAYMENT OF THE BONDS

Section 7.01. Application of Moneys in the Principal and Interest Account. All amounts paid and credited to the Principal and Interest Account shall be expended and used by the City for the sole purpose of paying the principal of, premium, if any, and interest on the Bonds as and when the same become due, and paying the usual and customary fees and expenses of the Paying Agent.

Section 7.02. Transfer of Funds to Paying Agent. The City Treasurer is authorized and directed to withdraw from the Principal and Interest Account and forward to the Paying Agent sums sufficient to pay both principal of, premium, if any, and interest on the Bonds as and when the same become due, and also to pay the charges made by the Paying Agent for acting in such capacity in the payment of principal and interest on the Bonds, and the charges shall be forwarded to the Paying Agent over and above the amount of the principal of, premium, if any, and interest on the Bonds. If, through the lapse of time, or otherwise, the Owners of Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent to return the funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

Section 7.03. Surplus in Principal and Interest Account. Any moneys or investments remaining in the Principal and Interest Account after the retirement of the indebtedness for which the Bonds were issued shall be transferred and paid into the Bond and Interest Fund of the City.

ARTICLE VIII
DEPOSITS AND INVESTMENT OF FUNDS

Section 8.01. Deposits. Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited and secured in accordance with State law.

Section 8.02. Investments. Moneys held in the funds and accounts created or established in conjunction with the issuance of the Bonds may be invested by the City in Authorized Investments, or in other investments allowed by State law, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund or account was created. All interest on any Authorized Investment held in any fund or account shall accrue to and become a part of such fund or account. In determining the amount held in any fund or account under the provisions of this Resolution, Authorized Investments shall be valued at their principal par value or at their then redemption value, whichever is lower.

Section 8.03. Reserved.

ARTICLE IX
DEFAULT AND REMEDIES

Section 9.01. Remedies. The provisions of this Resolution, including the covenants and agreements contained herein, shall constitute a contract between the City and the Owners of the Bonds. The Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 9.02. Limitation on Rights of Owners. The covenants and agreements of the City contained in this Resolution and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of Stated Maturity and right of prior redemption as provided in this Resolution. No one or more Owners secured shall have any right in any manner whatever by such Owner's or Owners' action to affect, disturb or prejudice the security granted and provided for in this Resolution, or to enforce any right hereunder, except in the manner provided herein, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of such Outstanding Bonds.

Section 9.03. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the City and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE X
AMENDMENTS

Section 10.01. Amendments. The City may from time to time, without the consent of or notice to any of the Owners, provide for amendment to the Bonds or this Resolution, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Resolution or Bonds or to make any other change not prejudicial to the Owners;

(b) To grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners; or

(c) To more precisely identify the Improvements.

The following modifications or amendments to the Bonds or this Resolution shall require the consent of 100% of the Owners of the Bonds:

(a) The extension of the Stated Maturity of the principal of any of the Bonds, or the extension of any Interest Payment Date;

(b) A reduction in the principal amount of any of the Bonds or the rate of interest on the Bonds; or

(c) A reduction in the aggregate principal amount of the Bonds.

Amendments or modifications of the Bonds and this Resolution not listed above may be made at any time by the City with the written consent of the Owners of not less than 66.66% in aggregate principal amount of the Bonds at the time Outstanding.

Section 10.02. Written Evidence of Amendments. Every amendment or modification of a provision of the Bonds or of this Resolution to which the written consent of the Owners is given as above provided shall be expressed in a resolution of the City amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification, if any. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Owners of any Bond or prospective purchaser or Owners of any Bond authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

ARTICLE XI
DEFEASANCE

Section 11.01. Defeasance. When all or any part of the Bonds or scheduled interest payments shall have been paid and discharged, then the requirements contained and the pledge of the City's faith and credit and all other rights granted herein shall cease and determine. Bonds or scheduled interest payments shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or a bank located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of the Bonds, in trust for and irrevocably appropriated, moneys and/or United States Government Obligations, or other investments allowed by State law which, together with the interest to be earned on such United States Government Obligations, will be sufficient for the payment of the principal of the Bonds, the redemption premium thereon, if any there be, and/or interest accrued to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however,

that if any such Bonds shall be redeemed prior to their Stated Maturity (a) the City has elected to redeem such Bonds and (b) either notice of such redemption has been given or the City has given irrevocable instructions, or shall have provided an escrow agent to give irrevocable instructions to the Paying Agent to give such notice of redemption in compliance with Article III of this Resolution. Any moneys and United States Government Obligations which at any time shall be deposited with the Paying Agent or such bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds shall be and are assigned, transferred and set over to the Paying Agent or such bank in trust for the respective Owners of the Bonds, and such moneys shall be and are irrevocably appropriated to the payment and discharge thereof. All moneys and United States Government Obligations deposited with the Paying Agent or such bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

ARTICLE XII
RESERVED

ARTICLE XIII
DISCLOSURE

Section 13.01. Preliminary Official Statement and Final Official Statement. The City ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement. The Preliminary Official Statement is "deemed final" by the City except for the omission of certain information as provided in the SEC Rule. The City approves the form and content of any addenda, supplement, or amendment thereto utilized to prepare the Final Official Statement. The use of the Final Official Statement in the reoffering of the Bonds by the Original Purchaser is approved and authorized. The proper officials of the City are authorized to execute and deliver a certificate pertaining to the accuracy and adequacy of the information in the Preliminary Official Statement and the Final Official Statement.

Section 13.02. Continuing Disclosure. The City covenants and agrees to provide continuing disclosure as required by the SEC Rule and as set forth in the Continuing Disclosure Letter of Instructions attached to the Preliminary Official Statement and the Final Official Statement and made a part hereof by reference.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

Section 14.01. Succession of a Securities Depository. In the event the Securities Depository resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the City receives written evidence, satisfactory to the City, with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation. The City, upon receipt of a book-entry Bond for cancellation shall cause the authorization and delivery of a book-entry Bond to the successor Securities Depository in appropriate denominations and form as provided in this Resolution. If the City makes the determinations or receives the notice described in Section 2.04 of this Resolution, the City shall

cause the notices described in Section 2.04 to be delivered and issue Bonds as described in that Section.

Section 14.02. Severability. In case any one or more of the provisions of this Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, or of the Bonds appertaining thereto, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained herein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 14.03. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of, premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds shall be a Saturday, a Sunday or a legal holiday or a day on which banking institutions in New York, New York, are authorized by law to close, then payment of principal of, premium, if any, or interest on the Bonds need not be made on such date but may be made on the next succeeding Business Day not a Saturday, a Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 14.04. Further Authority. The Mayor, Finance Director, City Clerk and other officials of the City are further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution, to make alterations, changes or additions in the agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 14.05. Governing Law. This Resolution and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 14.06. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body of the City.

[*Remainder of Page Intentionally Left Blank*]

ADOPTED by the Governing Body of the City on November 2, 2026.

SIGNED by the Mayor, on November 2, 2026.

CITY OF GARDNER, KANSAS

_____
Mayor

(Seal)

ATTEST

_____
City Clerk

EXHIBIT A
(FORM OF BOND)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation, ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
NUMBER R-__

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF GARDNER

GENERAL OBLIGATION BOND
SERIES 2026D
(TAXABLE UNDER FEDERAL LAW)

Interest Rate:	Maturity Date:	Dated Date:	CUSIP:
_____%	October 1, ____	December 9, 2026	_____

REGISTERED OWNER: Cede & Co. Tax Identification No. 132555119-0

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Gardner, in the County of Johnson, State of Kansas (the "City"), for value received, acknowledges itself to be indebted and promises to pay to the owner identified above or registered assigns (the "Owner"), as of the Record Dates as provided herein on the Maturity Date identified above, the Principal Amount identified above, and in like manner to pay interest on such Principal Amount at the rate of interest per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months), semiannually on April 1 and October 1 of each year, commencing October 1, 2027 (the "Interest Payment Dates"), until the Principal Amount is paid from the Dated Date hereof or the most recent Interest Payment Date to which interest has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date, upon presentation and surrender of this Bond at the office of the Treasurer of the State of Kansas,

Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar (the "Bond Register") at the close of business on the record date for such interest, which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding the Interest Payment Date (the "Record Dates"). Such interest shall be payable: (a) by check or draft mailed by the Paying Agent to the address of the Owner shown on the Bond Register; (b) at such other address as is furnished to the Paying Agent in writing by the Owner; or (c) in the case of an interest payment to any Owner that is a securities depository, by wire transfer to such Owner upon written notice given to the Paying Agent by such Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address (which shall be in the continental United States) to which such Owner wishes to have such wire directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of Bonds of the City designated "General Obligation Bonds, Series 2026D (Taxable Under Federal Law)" in an aggregate principal amount of $[10,225,000] (the "Bonds"), issued for the purposes set forth in the Ordinance of the City authorizing the issuance of the Bonds and the Resolution of the City prescribing the form and details of the Bonds (jointly, the "Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including, but not limited to Article 12, Section 5, of the Kansas Constitution, and Charter Ordinance No. 28 of the City, all as amended and supplemented, and all other applicable provisions of the laws of the State of Kansas. The Bonds constitute general obligations of the City payable as to both principal and interest from current revenues of the City authorized for such purpose and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

Optional Redemption. At the option of the City, Bonds maturing on October 1, 2037, and thereafter, may be called for redemption and payment prior to maturity on October 1, 2036, or thereafter at any time, in whole or in part (selection of Bonds to be designated by the City in such equitable manner as it may determine), at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

[Sinking Fund Redemption. Each of the Bonds maturing on October 1 in the years 20__, 20__, and 20__ (the "Term Bonds") shall also be subject to mandatory redemption and payment pursuant to the redemption schedule in the Resolution, at the principal amount, plus accrued interest to the date fixed for redemption and payment, without premium. The City agrees to redeem the Term Bonds in the principal amounts and at the times set forth in the Resolution.]

Whenever the City is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than $5,000, if less than all of the Bonds then outstanding are to be called for redemption, treat each $5,000 of face value of each such fully registered Bond as though it were a separate Bond in the denomination of $5,000.

If any Bonds are called for redemption and payment prior to maturity, the City shall instruct the Bond Registrar to give written notice of its intention to call and pay such Bonds on a specified date, the same being described by maturity, this notice to be mailed by United States first-class mail addressed to the Owners of the Bonds, each of these notices to be mailed not less than 30 days prior to the date fixed for redemption. All Bonds so called for redemption and payment as described above shall cease to bear interest from and after the date for which such call is made, provided funds are available for the payment of such Bonds at the price specified.

The Bonds are issued in fully registered form in the denomination of $5,000 or any integral multiple thereof. This Bond may be transferred or exchanged, as provided in the Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar executed by the Owner or the Owner's authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution and upon payment of the charges prescribed therein. The City, the Paying Agent and the Bond Registrar may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner for the purpose of receiving payment of, or on account of, the principal, redemption premium, if any, and interest due and for all other purposes, and the City, the Paying Agent and the Bond Registrar shall not be affected by any notice to the contrary. The City shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks.

The City and the Bond Registrar shall not be required: (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest (as defined in the Resolution) and ending at the close of business on the date fixed for the payment of Defaulted Interest.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the City, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its seal to be affixed to or imprinted on, and this Bond to be dated the Dated Date shown herein.

CITY OF GARDNER, KANSAS

(Seal)

Mayor

ATTEST:

City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

I, the City Clerk of the City of Gardner, Kansas, certify that this Bond has been registered in my office according to law as of December 9, 2026.

WITNESS my hand and official seal.

By

(Seal)

City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2026D (Taxable Under Federal Law), of the City of Gardner, Kansas, described in the within-mentioned Resolution.

Registration Date _____

OFFICE OF THE STATE TREASURER
TOPEKA, KANSAS,
as Bond Registrar and Paying Agent

By _____

Registration Number _____

CERTIFICATE OF STATE TREASURER
OFFICE OF THE TREASURER, STATE OF KANSAS

I, STEVEN JOHNSON, Treasurer of the State of Kansas, do certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in my office, and that this Bond was registered in my office according to law on _____.

WITNESS my hand and official seal.

(Seal)

By _____
Treasurer of the State of Kansas

BOND ASSIGNMENT

For value received, the undersigned 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 irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration, 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)

By _____
Name _____
Title _____

EXHIBIT B
ADDITIONAL TERMS OF THE BONDS

Definitions. The following terms defined in this Resolution shall have the meanings ascribed below:

"**Ordinance**" means Ordinance No. [___] of the City authorizing the issuance of the Bonds.

"**Original Purchaser**" means [Original Purchaser], [City], [State], the original purchaser of the Bonds.

"**Purchase Price**" for the Bonds shall be the par value of the Bonds, plus accrued interest to the date of delivery, if any[, plus a premium of $_____, less an underwriting discount of $_____].

["**Term Bonds**" shall mean the Bonds maturing in the year[s] _____.]

Maturity Schedule. All of the Bonds shall be become due on the Stated Maturities, and shall bear interest as the rates per annum as follows:

SERIAL BONDS

Stated Maturity October 1	Principal Amount	Interest Rate	Stated Maturity October 1	Principal Amount	Interest Rate
2027	$	%	2037	$	%
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		
2033			2043		
2034			2044		
2035			2045		
2036			2046		

[TERM BONDS

Stated Maturity October 1	Principal Amount	Interest Rate
	$	%

The Term Bonds shall also be subject to mandatory redemption and payment on October 1, 20__, or on any Stated Maturity thereafter, pursuant to the redemption schedule set out below, at the principal amount, plus accrued interest to date fixed for redemption and payment,

without premium. The City agrees to redeem the following principal amounts of the Term Bonds in each of the following years:

Principal Amount	**Due October 1**
$	*

*Final Maturity.]

Premium. The amount of premium on the Bonds, if any, to be deposited into the Principal and Interest Account is $[0].

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COUNCIL ACTION FORM **NEW BUSINESS ITEM NO. 4**
MEETING DATE: NOVEMBER 2, 2026
STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting an ordinance authorizing the issuance and delivery of $[46,285,000] principal amount of General Obligation Bonds, Series 2026E, of the City of Gardner, Kansas.

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:
Staff recommends adopting an ordinance authorizing the issuance and delivery of approximately $[46,285,000] principal amount of General Obligation Bonds, Series 2026E, of the City of Gardner, Kansas.

Background/Description of Item:
On October 5, 2026, the Governing Body approved Resolution No. 2206 authorizing the offer for sale of General Obligation Bonds, Series 2026E. The bonds will be used to reimburse or pay the costs associated with the Hillsdale Lake Water Intake Structure improvements and the Kill Creek Water Resource Recovery Facility (KCWRRF) Expansion Project. Approximately $22,305,000 of the bond proceeds will finance the Water Intake Structure improvements and approximately $23,980,000 will finance the KCWRRF Expansion Project.

Under Kansas law, general obligation bonds are required to be authorized by an ordinance of the City. The attached ordinance authorizes the issuance of the bonds, describes the security for the bonds (general obligations of the City backed by the City's full faith and credit).

At the meeting, Municipal Advisor Jessica Lamendola of Baker Tilly will present the credit rating the City received from Standard & Poor's Ratings Services and the bids from the sale. Bond Counsel Rick McConnell and Emma Kate Dillon of Kutak Rock will be at the meeting to answer any questions.

Financial Impact:
Annual debt service for the Hillsdale Water Intake Structure will be paid from the Water Fund. Annual debt service for the KCWRRF Expansion Project will be paid from the Wastewater Fund.

Attachments Included:
- Ordinance No. 2901

Suggested Motion:
Adopt Ordinance No. 2901, an ordinance authorizing the issuance and delivery of $[46,285,000] principal amount of General Obligation Bonds, Series 2026E, of the City of Gardner, Kansas.

ORDINANCE NO. 2901

AN ORDINANCE AUTHORIZING THE ISSUANCE AND DELIVERY OF $[46,285,000] PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2026E, OF THE CITY OF GARDNER, KANSAS; AND PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE.

WHEREAS, the City of Gardner, Kansas (the "City"), is a city of the second class, created, organized and existing under the laws of the State of Kansas (the "State");

WHEREAS, pursuant to Article 12, Section 5 of the Kansas Constitution, and Charter Ordinance No. 28 of the City, as amended or supplemented, and other provisions of the laws of the State applicable thereto, by proceedings had, the Governing Body of the City has authorized certain water system improvements pursuant to Ordinance No. 2808 of the City passed August 19, 2024, as amended by Ordinance No. 2895 of the City passed on September 21, 2026 (the "Hillsdale WTP Improvements");

WHEREAS, pursuant to K.S.A. 12-617 and 12-618, as amended and supplemented, and other provisions of the laws of the State applicable thereto, the Governing Body of the City has authorized certain sewer improvements pursuant to Resolution No. 2139 of the City adopted on May 6, 2024, as amended by Resolution No. 2205 of the City adopted on September 21, 2026 (the "Kill Creek Improvements" and together with the Hillsdale WTP Improvements, collectively, the "Improvements");

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body of the City now finds and determines that the total cost of the Improvements and related expenses is at least $[46,285,000];

WHEREAS, the Governing Body of the City is authorized to issue general obligation bonds of the City to pay the costs of the Improvements;

WHEREAS, the Governing Body of the City has advertised the sale of its general obligation bonds in accordance with the law and, at a meeting held in the City on this date, has awarded or will award the sale of such bonds to the lowest bidder; and

WHEREAS, the Governing Body of the City finds and determines that it is necessary for the City to authorize the issuance and delivery of its general obligation bonds in the principal amount of $[46,285,000] to pay the costs of the Improvements, including the costs of issuance of the Bonds (as herein defined);

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS, AS FOLLOWS:

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Section 1. Definitions of Words and Terms.

"**Bond and Interest Fund**" means the Bond and Interest Fund of the City for its general obligation bonds.

"**Bonds**" means the City's General Obligation Bonds, Series 2026E, authorized by this Ordinance in the aggregate principal amount of $[46,285,000], and dated December 9, 2026.

"**City**" means the City of Gardner, Kansas.

"**City Clerk**" means the appointed and acting City Clerk or, in the City Clerk's absence, the acting City Clerk of the City.

"**City Treasurer**" means the appointed and acting City Treasurer or, in the City Treasurer's absence, the acting City Treasurer of the City.

"**Code**" means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

"**Improvements**" means the improvements referred to in the recitals to this Ordinance or any Substitute Improvements, as defined in the Resolution.

"**Mayor**" means the elected and acting Mayor of the City or, in the Mayor's absence, the acting Mayor of the City.

"**Ordinance**" means this Ordinance of the City authorizing the issuance of the Bonds.

"**Resolution**" means the Resolution of the City containing the terms and details of the Bonds.

"**State**" means the State of Kansas.

Section 2. Authorization of and Security for the Bonds. There shall be issued and are authorized and directed to be issued the Bonds of the City, in the principal amount of $[46,285,000], for the purpose of providing funds to pay the costs of the Improvements, including payment of the costs of issuance of the Bonds.

The Bonds shall be general obligations of the City payable as to both principal and interest from current revenues of the City authorized for such purpose, and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 3. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such form, shall be subject to redemption and payment prior to maturity and shall be issued and delivered in the manner

prescribed and subject to the provisions, covenants and agreements set forth in the Resolution adopted by the Governing Body of the City.

Section 4. Levy and Collection of Annual Tax. The Governing Body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, and the proceeds derived from the taxes and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time the taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is authorized and directed to pay the principal or interest out of the general funds of the City and to reimburse the general funds for money so expended when the taxes and/or assessments are collected.

Section 5. Tax Covenants. The City covenants and agrees that: (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; (2) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds; (3) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued; (4) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code; and (5) it will not use or permit the use of any proceeds of the Bonds or any other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a "private activity bond" as described in the Code.

Section 6. Further Authority. The Mayor, Finance Director, City Clerk and other City officials are further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make alterations, changes or additions in the agreements, statements, instruments and other documents approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication in the official City newspaper.

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PASSED by the Governing Body of the City on November 2, 2026.

APPROVED by the Mayor of the City on November 2, 2026.

CITY OF GARDNER, KANSAS

_____

Mayor

(Seal)

ATTEST:

_____

City Clerk

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 5

MEETING DATE: NOVEMBER 2, 2026

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting a resolution prescribing the form and details of and authorizing the delivery of $[46,285,000] principal amount of General Obligation Bonds, Series 2026E of the City of Gardner, Kansas, previously authorized by an ordinance of the City.

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:
Staff recommends adopting a resolution prescribing the form and details of and authorizing the delivery of $[46,285,000] principal amount of General Obligation Bonds, Series 2026E, of the City of Gardner, Kansas, previously authorized by an ordinance of the City.

Background/Description of Item:
Following the passing of the ordinance authorizing the issuance and delivery of the bonds, this resolution is the second step to complete the transactions for the sale of the bonds.

The resolution provides the details of the bond issue including such items as the principal and interest payment dates and amounts, the rate of interest, identification of the paying agent and bond registrar (the State Treasurer of Kansas), optional redemption rights, bond registration and transfer provisions and similar information relating to the mechanics of how the bond issue works. The resolution also provides for the creation of certain funds and accounts relating to bond proceeds and money used to pay the debt service on the bonds and includes provisions relating to the administration of such funds and accounts. The resolution further describes the rights of the owners of the bonds and provides an agreement by the City to disclose certain information to the marketplace about the events relating to the bonds and the City's financial and operating data as long as the bonds remain outstanding.

The attached resolution authorizes all preparations to complete the sale and issuance of the bonds. Bond Counsel Rick McConnell and Emma Kate Dillon of Kutak Rock will be at the meeting to answer any questions.

Financial Impact:
Annual debt service for the Hillsdale Water Intake Structure will be paid from the Water Fund. Annual debt service for the KCWRRF Expansion Project will be paid from the Wastewater Fund.

Attachments Included:
- Resolution No. 2208

Suggested Motion:
Adopt Ordinance No. 2208, a resolution prescribing the form and details of and authorizing the delivery of $[46,285,000] principal amount of General Obligation Bonds, Series 2026E, of the City of Gardner, Kansas, previously authorized an ordinance of the City.

RESOLUTION NO. 2208

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING THE DELIVERY OF $[46,285,000] PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2026E, OF THE CITY OF GARDNER, KANSAS, PREVIOUSLY AUTHORIZED BY AN ORDINANCE OF THE CITY.

WHEREAS, the City of Gardner, Kansas (the "City"), has passed the Ordinance (as herein defined) authorizing the issuance of the Bonds (as herein defined); and

WHEREAS, the Ordinance authorized the Governing Body of the City to adopt a resolution prescribing certain details and conditions of, and to make certain covenants with respect to, the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS, AS FOLLOWS:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions of Words and Terms.

"**Act**" shall mean the Constitution and statutes of the State including, but not limited to, Article 12, Section 5, of the Kansas Constitution, Charter Ordinance No. 28 of the City, and K.S.A. 12-617 and 12-618, all as amended or supplemented.

"**Authorized Costs**" means the amount of expenditures for an improvement, including interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding general obligation bonds and outstanding notes issued to pay for such improvement, and Costs of Issuance of the Bonds, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Authorized Costs and (b) any Authorized Costs which have been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed under State and federal law.

"**Authorized Denominations**" means $5,000 and any integral multiple thereof.

"**Authorized Investments**" means those investments authorized by K.S.A. 10-131, as amended and supplemented, and by other provisions of State law applicable to the City.

"**Beneficial Owner**" means any Person who (a) has the power directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any book-entry bond (including persons holding book-entry bonds through nominees, depositories or other intermediaries), or (b) is treated as owner of any book-entry bond for federal income tax purposes.

"**Bond and Interest Fund**" means the Bond and Interest Fund of the City for its general obligation bonds.

"**Bond Counsel**" means the firm of Kutak Rock LLP, or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

"**Bond Register**" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"**Bond Registrar**" means the State Treasurer, Topeka, Kansas, and any successors and assigns.

"**Bonds**" means the City's General Obligation Bonds, Series 2026E, in the aggregate principal amount of $[46,285,000], dated December 9, 2026.

"**Business Day**" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operation.

"**Cede & Co.**" shall mean Cede & Co., as nominee of The Depository Trust Company, New York, New York.

"**City**" means the City of Gardner, Kansas.

"**City Clerk**" means the appointed and acting City Clerk of the City or, in the City Clerk's absence, the appointed acting City Clerk of the City.

"**City Treasurer**" means the appointed and acting City Treasurer of the City or, in the City Treasurer's absence, the appointed acting City Treasurer of the City.

"**Code**" means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

"**Costs of Issuance**" shall mean all costs of issuing the Bonds, including all publication, preparation, signing and mailing expenses, registration fees, all legal fees and expenses of Bond Counsel and other legal counsel, all fees and expenses of the municipal advisor, all expenses incurred in connection with receiving a rating on the Bonds, and all fees of the Attorney General of the State.

"**Defaulted Interest**" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"**Final Official Statement**" means the final official statement prepared by the City or its representatives in connection with the sale of the Bonds and delivered to the Original Purchaser within seven Business Days after the sale of the Bonds in accordance with the SEC Rule. The Final Official Statement includes the information in the Preliminary Official Statement as supplemented or amended.

"**Improvement Fund**" means the fund by that name created in Section 5.01.

"**Improvements**" means the improvements referred to in the recitals to the Ordinance or any Substitute Improvements, as defined in this Resolution.

"**Interest Payment Dates**" means April 1 and October 1 of each year, commencing October 1, 2027.

"**Letter of Instructions**" means the Arbitrage Letter of Instructions (dated as of the date of issuance of the Bonds) attached to the City's Closing Certificate to be delivered at the time of issuance and delivery of the Bonds relating to certain matters within the scope of Section 148 of the Code, as the same may be amended or supplemented in accordance with its terms.

"**Maturity**" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as provided therein, whether at the Stated Maturity or call for redemption or otherwise.

"**Mayor**" means the elected and acting Mayor of the City or, in the Mayor's absence, the appointed or acting Mayor of the City.

"**Ordinance**" means the ordinance of the City authorizing the issuance of the Bonds as further described on *Exhibit B* to this Resolution.

"**Original Purchaser**" means the original purchaser of the Bonds described on *Exhibit B* to this Resolution.

"**Outstanding**" means as of a particular date of determination, all Bonds authenticated and delivered under the provisions of this Resolution, except:

(a) Bonds canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to this Resolution;

(b) Bonds for the payment or redemption of which moneys or investments have been deposited in accordance with Article XI of this Resolution; and

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

"**Owner**" or "**Bond Owner**" when used with respect to any Bond means the Person in whose name such Bond is registered on the registration books of the Bond Registrar.

"**Participants**" shall mean those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"**Paying Agent**" means the State Treasurer, Topeka, Kansas, and any successors and assigns.

"**Person**" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision or other public body.

"**Preliminary Official Statement**" means the Preliminary Official Statement which was prepared by the City and its advisors in connection with the sale of the Bonds and distributed to potential purchasers of the Bonds before the Final Official Statement, as described in the SEC Rule, was made available.

"**Principal and Interest Account**" means the account by that name created in Section 5.01.

"**Purchase Price**" means the original purchase price of the Bonds described on *Exhibit B* to this Resolution.

"**Rebate Fund**" means the fund by that name created in Section 5.01.

"**Record Dates**" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of each month preceding such Interest Payment Date.

"**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 Resolution.

"**Redemption Price**" when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"**Replacement Bonds**" shall mean Bonds issued to the Beneficial Owners of the Bonds in accordance with Section 2.04 of this Resolution.

"**Resolution**" means this resolution relating to the Bonds.

"**SEC Rule**" means the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. Section 240.15c2-12).

"**Securities Depository**" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

"**Special Record Date**" means the date fixed by the Paying Agent pursuant to Section 2.04 for the payment of Defaulted Interest.

"**State**" means the State of Kansas.

"**State Treasurer**" means the elected Treasurer of the State or, in the Treasurer's absence, the appointed acting Treasurer of the State.

"**Stated Maturity**" when used with respect to any Bond means the date specified in such Bond and this Resolution as the fixed date on which the principal of such Bond is due and payable.

"**Substitute Improvements**" means the substitute or additional improvements authorized pursuant to Section 6.04 of this Resolution.

"**Term Bonds**" means the Term Bonds, if any, described on *Exhibit B* to this Resolution.

"**United States Government Obligations**" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidence of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

ARTICLE II
DETAILS OF THE BONDS

Section 2.01. Authorization of the Bonds. The Bonds have been authorized pursuant to the Ordinance and the Act for the purpose of providing funds to pay the Authorized Costs of the Improvements, including payment of the Costs of Issuance of the Bonds.

Section 2.02. Description of the Bonds. The Bonds shall consist of fully registered bonds in Authorized Denominations and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated December 9, 2026, shall become due on the Stated Maturities, and shall bear interest at the rates per annum set forth on *Exhibit B* to this Resolution.

The Bonds shall bear interest at the rates described on *Exhibit B* to this Resolution (computed on the basis of a 360-day year of twelve 30-day months) from that date or from the most recent Interest Payment Date to which interest has been paid or provided for, which interest shall be payable on the Interest Payment Dates.

Section 2.03. Designation of Paying Agent and Bond Registrar. The State Treasurer is designated as the Paying Agent and Bond Registrar for the Bonds. The Mayor and City Clerk of the City are authorized and empowered to execute on behalf of the City an agreement with the Bond Registrar and Paying Agent for the Bonds. The City reserves the right to appoint a successor Paying Agent or Bond Registrar. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of paying agent or bond registrar. Every Paying Agent or Bond Registrar appointed by the City shall at all times meet the requirements of State law and the City will at all times maintain a Paying Agent and Bond Registrar meeting the requirements of State law.

Section 2.04. Initial Registration with Securities Depository, Method and Place of Payment of the Bonds. The Bonds shall be registered on bond registration books maintained by the Bond Registrar to Cede & Co., the nominee for the Securities Depository, and no Beneficial

Owners will receive certificates representing their respective interests in the Bonds, except in the event the City issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, and interest on, the Bonds until and unless the City authenticates and delivers Replacement Bonds to the Beneficial Owners in the manner described in this Section.

If the City determines: (a) that the Securities Depository is unable to properly discharge its responsibilities; (b) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended; (c) that the continuation of a book-entry only system to the exclusion of any Bonds being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Bonds, or if the City receives written notice from Participants having interests in not less than 50% of the Bonds, as shown on the records of the Securities Depository, that the continuation of a book-entry only system to the exclusion of Bonds being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Bonds, or if the Securities Depository determines to discontinue providing book-entry services, then the City shall notify the Owners of the Bonds of such determination or such notice and of the availability of certificates to Owners who request certificates, and the City shall authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository in this Resolution shall relate to the period of time when the Securities Depository has possession of at least one certificate. Upon the issuance of Replacement Bonds, all references in this Resolution to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the City, to the extent such provisions are consistent with and applicable to Replacement Bonds. If the Securities Depository resigns and the City or Bond Owners are unable to locate a qualified successor of the Securities Depository, then the City shall authenticate and deliver Replacement Bonds to the Participants for the benefit of the Bond Owners.

The principal of, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at Maturity, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest:

(a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register;

(b) at such other address as is furnished to the Paying Agent in writing by such Owner; or

(c) in the case of an interest payment to any Owner that is a securities depository, by wire transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions, including the bank (which shall be in the continental United States), address, ABA routing number and account number to which such Owner wishes to have such wire directed.

Notwithstanding the provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal, redemption premium, if any, and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

Section 2.05. Method of Execution and Authentication of the Bonds. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk and the seal of the City shall be affixed to or imprinted on the Bonds. The Bonds shall be registered in the office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk with the seal of the City affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In the event that any of the previously mentioned officers shall cease to hold such offices before the Bonds are issued and delivered, the Bonds may be issued and transferred to other Owners as though the officers had not ceased to hold office, and such signatures appearing on the Bonds shall be valid and sufficient for all purposes as if they had remained in office until such issuance or transfer.

The Bonds shall not be valid obligations under the provisions of this Resolution until authenticated by the Bond Registrar or an authorized representative of the Bond Registrar by execution of the Certificate of Authentication appearing on each Bond. It shall not be necessary that the same representative of the Bond Registrar execute the Certificate of Authentication on all of the Bonds.

Section 2.06. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as provided herein. Each Bond when issued shall be registered in the name of the Owner on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, executed by the Owner or by the Owner's authorized agent. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. The City shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Resolution and the cost of preparation of a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds.

The City and the Bond Registrar shall not be required: (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to Section 3.04 and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to Section 2.04.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal, redemption premium, if any, and interest on the Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

Section 2.07. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Stated Maturity, shall be canceled by the Paying Agent immediately upon the payment,

redemption and surrender to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so canceled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 2.08. Mutilated, Lost, Stolen or Destroyed Bonds. If: (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond; and (b) there is delivered to the City and the Paying Agent such security or indemnity as may be required by each of them, then, in the absence of notice to the City or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the City may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed and any other expenses (including the fees and expenses of the Paying Agent).

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

Section 2.09. Delivery of the Bonds. The sale of the Bonds is awarded to the Original Purchaser. The Mayor and City Clerk are authorized and directed to cause the Bonds to be registered in the offices of the City Clerk and the State Treasurer as provided by law, and, when executed and registered, to deliver the Bonds to the Original Purchaser upon receipt by the City of the Purchase Price.

ARTICLE III
REDEMPTION OF THE BONDS

Section 3.01. Optional Redemption. At the option of the City, Bonds maturing October 1, 2037, and thereafter may be called for redemption and payment prior to Stated Maturity on October 1, 2036, or thereafter at any time in whole or in part (selection of Bonds to be designated by the City in such equitable manner as it may determine) at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Section 3.02. Sinking Fund Redemption. Any Term Bonds shall also be subject to mandatory redemption and payment as described on *Exhibit B* to this Resolution. The mandatory redemption amount for any Term Bond may be reduced by the principal amount of such Term Bond redeemed prior to its Stated Maturity pursuant to optional redemption as set forth in Section 3.01 of this Resolution. To effect such reduction, the City shall notify the Bond Registrar on or before the 45th day preceding the applicable mandatory redemption date, setting forth the extent of the reduction to be applied with respect to the mandatory sinking fund requirement.

Section 3.03. Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in the principal amount of $5,000 or any integral multiple thereof. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, the Bonds shall be redeemed in such manner as the City shall determine, Bonds of less than a full Stated Maturity to be selected by lot in units of $5,000.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then Outstanding, then for all purposes in connection with such redemption each $5,000 of face value shall be treated as though it were a separate Bond in the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such $5,000 unit or units, the Owner or the Owner's authorized agent shall present and surrender such Bond to the Bond Registrar:

(a) for payment of the Redemption Price (including the redemption premium, if any, and interest to the date fixed for redemption) of the $5,000 unit or units of face value called for redemption; and

(b) for exchange, without charge to the Owner, for a new Bond(s) of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond.

If the Owner of any Bond of a denomination greater than $5,000 shall fail to present such Bond as described above, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the amount called for redemption (and to that extent only).

Notwithstanding the provisions of the preceding paragraph, in the event of a partial redemption of the Bonds, the Securities Depository may, at its option, in lieu of surrendering such Bond, make an appropriate notation on the Bond certificate indicating the date and amounts of the reduction in the principal amount of such Bond (except in the case of the final Stated Maturity of such Bond, where the Bond certificate shall be presented to the City prior to payment).

Section 3.04. Notice of Redemption. In the event the City desires to call the Bonds for redemption prior to their Stated Maturity, unless waived by the Bond Registrar, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the date fixed for redemption or such lesser time period permitted by the Bond Registrar that enables the Bond Registrar to provide the Owners of the Bonds with the notice described in this Section. Unless waived by any Owner of Bonds to be redeemed, if the City shall call any Bonds for redemption and payment prior to the Stated Maturity, the City shall instruct the Bond Registrar to give written notice of its intention to call and pay the Bonds on a specified date, the same being described by Stated Maturity, such notice to be mailed by United States first class mail addressed to the Owners of the Bonds, each of the notices to be mailed not less than 30 days prior to the date fixed for redemption. The City and Bond Registrar shall also give such additional notice as may be required by State law or regulations of the Securities and Exchange Commission in effect as of the date of such notice.

All official notices of redemption shall be dated and shall state:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;

(d) that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion called for redemption, and that interest shall cease to accrue from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price); and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which place of payment shall be the principal office of the Paying Agent.

The notice of redemption may be conditioned on the issuance by the City of a refunding obligation or the receipt of other funds necessary to redeem the Bonds.

During the time the Bonds are registered in the name of Cede & Co., the notice described in the immediately preceding paragraphs shall be delivered to the Securities Depository. The Securities Depository shall, in turn, notify its Participants. It is expected that the Participants, in turn, will notify or cause to be notified the Beneficial Owners of the Bonds. Any failure on the part of the Securities Depository, or failure on the part of a nominee of a Beneficial Owner of a Bond (having received notice from the City, a Participant or otherwise) to notify the Beneficial Owner of the Bonds so affected, shall not affect the validity of the redemption of such Bonds.

Prior to or simultaneously with any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds which are to be redeemed on that date. Upon surrender of such Bonds for redemption in accordance with the notice, such Bonds shall be paid by the Paying Agent at the Redemption Price. Installments of interest due on or prior to the Redemption Date shall be payable as provided herein for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Paying Agent and shall not be reissued.

Section 3.05. Effect of Call for Redemption. Whenever any Bond is called for redemption and payment as provided in this Article, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the Redemption Price specified.

ARTICLE IV
FORM OF THE BONDS

Section 4.01. Form of the Bonds. The Bonds shall be printed in accordance with the format required by the Attorney General of the State and shall contain information substantially in

the form set forth on *Exhibit A* to this Resolution or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 to 10-632, inclusive, as amended and supplemented.

ARTICLE V
ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 5.01. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the treasury of the City the following funds and accounts:

(a) Improvement Fund for the City of Gardner, Kansas, General Obligation Bonds, Series 2026E;

(b) Principal and Interest Account for the City of Gardner, Kansas, General Obligation Bonds, Series 2026E; and

(c) Rebate Fund for the City of Gardner, Kansas, General Obligation Bonds, Series 2026E.

Section 5.02. Administration of Funds and Accounts. The funds and accounts established herein shall be administered in accordance with the provisions of this Resolution so long as the Bonds are Outstanding.

ARTICLE VI
APPLICATION OF BOND PROCEEDS AND OTHER PROCEEDS

Section 6.01. Disposition of Bond Proceeds. The proceeds of the Bonds, upon issuance and delivery, shall be deposited as follows:

(a) In the Principal and Interest Account, a sum equal to the accrued interest, if any, on the Bonds and any premium identified on *Exhibit B*; and

(b) The balance of the proceeds of the Bonds shall be deposited in the Improvement Fund.

Section 6.02. Withdrawals from the Improvement Fund. The City Treasurer shall make withdrawals from the Improvement Fund solely for the purpose of paying the Authorized Costs of the Improvements, including payment of the Costs of Issuance.

Section 6.03. Surplus in the Improvement Fund. All moneys remaining in the Improvement Fund after the completion of the Improvements and payment of all Authorized Costs of the Improvements, including payment of Costs of Issuance, shall be transferred immediately to the Principal and Interest Account.

Section 6.04. Substitution of Improvements. The City may elect to substitute or add other improvements pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the

Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State; (b) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Authorized Costs of the Substitute Improvement has been adopted by the Governing Body of the City; and (c) the City has received an opinion of Bond Counsel to the effect that the use of the proceeds of the Bonds to pay the Authorized Costs of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law and the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

ARTICLE VII
PAYMENT OF THE BONDS

Section 7.01. Application of Moneys in the Principal and Interest Account. All amounts paid and credited to the Principal and Interest Account shall be expended and used by the City for the sole purpose of paying the principal of, premium, if any, and interest on the Bonds as and when the same become due and paying the usual and customary fees and expenses of the Paying Agent.

Section 7.02. Transfer of Funds to Paying Agent. The City Treasurer is authorized and directed to withdraw from the Principal and Interest Account and forward to the Paying Agent sums sufficient to pay both principal of, premium, if any, and interest on the Bonds as and when the same become due, and also to pay the charges made by the Paying Agent for acting in such capacity in the payment of principal and interest on the Bonds, and the charges shall be forwarded to the Paying Agent over and above the amount of the principal of, premium, if any, and interest on the Bonds. If, through the lapse of time, or otherwise, the Owners of Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent to return the funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

Section 7.03. Surplus in Principal and Interest Account. Any moneys or investments remaining in the Principal and Interest Account after the retirement of the indebtedness for which the Bonds were issued shall be transferred and paid into the Bond and Interest Fund of the City.

ARTICLE VIII
DEPOSITS AND INVESTMENT OF FUNDS

Section 8.01. Deposits. Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited and secured in accordance with State law.

Section 8.02. Investments. Moneys held in the funds and accounts created or established in conjunction with the issuance of the Bonds may be invested by the City in Authorized Investments, or in other investments allowed by State law, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund or account was created. All interest on any Authorized Investment held in any fund or account shall (except amounts required to be deposited into the Rebate Fund in accordance with the Letter of

Instructions) accrue to and become a part of such fund or account. In determining the amount held in any fund or account under the provisions of this Resolution, Authorized Investments shall be valued at their principal par value or at their then redemption value, whichever is lower.

Section 8.03. Deposits into and Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited pursuant to the Letter of Instructions. Subject to the transfer provisions provided in subsection (b) below, all money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to pay rebatable arbitrage to the federal government of the United States of America, and no Owner of any Bonds shall have any right in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section, by the preceding Section and by the Letter of Instructions (which is incorporated herein by reference).

(b) Computations of the rebatable arbitrage shall be performed by or on behalf of the City in accordance with the Letter of Instructions. Pursuant to the Letter of Instructions, the City shall remit rebate installments and the final rebate payments to the United States. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any rebatable arbitrage, or provision made therefor, shall be withdrawn and released to the City.

(c) Notwithstanding any other provision of this Resolution, including in particular this Article, the obligation to remit rebatable arbitrage to the United States and to comply with all other requirements of this Section, Section 12.02 and the Letter of Instructions shall survive the defeasance or payment in full of the Bonds.

ARTICLE IX
DEFAULT AND REMEDIES

Section 9.01. Remedies. The provisions of this Resolution, including the covenants and agreements contained herein, shall constitute a contract between the City and the Owners of the Bonds. The Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 9.02. Limitation on Rights of Owners. The covenants and agreements of the City contained in this Resolution and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of Stated Maturity and right of prior redemption as provided in this Resolution. No one or more Owners secured shall have any right in any manner whatever by such Owner's or Owners' action to affect, disturb or prejudice the security granted and provided for in this Resolution, or to enforce any right hereunder, except in the manner provided herein, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of such Outstanding Bonds.

Section 9.03. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the City and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE X
AMENDMENTS

Section 10.01. Amendments. The City may from time to time, without the consent of or notice to any of the Owners, provide for amendment to the Bonds or this Resolution, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Resolution or Bonds or to make any other change not prejudicial to the Owners;

(b) To grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners;

(c) To conform this Resolution or the Bonds to the Code or future applicable federal law concerning tax-exempt obligations; or

(d) To more precisely identify the Improvements.

The following modifications or amendments to the Bonds or this Resolution shall require the consent of 100% of the Owners of the Bonds:

(a) The extension of the Stated Maturity of the principal of any of the Bonds, or the extension of any Interest Payment Date;

(b) A reduction in the principal amount of any of the Bonds or the rate of interest on the Bonds; or

(c) A reduction in the aggregate principal amount of the Bonds.

Amendments or modifications of the Bonds and this Resolution not listed above may be made at any time by the City with the written consent of the Owners of not less than 66.66% in aggregate principal amount of the Bonds at the time Outstanding.

Section 10.02. Written Evidence of Amendments. Every amendment or modification of a provision of the Bonds or of this Resolution to which the written consent of the Owners is given as above provided shall be expressed in a resolution of the City amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification, if any. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Owners of any Bond or prospective purchaser or Owners of any Bond authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

ARTICLE XI
DEFEASANCE

Section 11.01. Defeasance. When all or any part of the Bonds or scheduled interest payments shall have been paid and discharged, then the requirements contained herein and the pledge of the City's faith and credit and all other rights granted herein shall cease and determine. Bonds or scheduled interest payments shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or a bank located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of the Bonds, in trust for and irrevocably appropriated, moneys and/or United States Government Obligations, or other investments allowed by State law which, together with the interest to be earned on such United States Government Obligations, will be sufficient for the payment of the principal of the Bonds, the redemption premium thereon, if any, and/or interest accrued to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to their Stated Maturity (a) the City has elected to redeem such Bonds and (b) either notice of such redemption has been given or the City has given irrevocable instructions, or shall have provided an escrow agent to give irrevocable instructions to the Paying Agent to give such notice of redemption in compliance with Article III of this Resolution. Any moneys and United States Government Obligations which at any time shall be deposited with the Paying Agent or such bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds shall be and are assigned, transferred and set

over to the Paying Agent or such bank in trust for the respective Owners of the Bonds, and such moneys shall be and are irrevocably appropriated to the payment and discharge thereof. All moneys and United States Government Obligations deposited with the Paying Agent or such bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

ARTICLE XII
TAX COVENANTS

Section 12.01. General Covenants.

(a) The City covenants and agrees that:

(i) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and

(ii) it will not use or permit the use of any proceeds of the Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that:

(i) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds;

(ii) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued; and

(iii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a "private activity bond" within the meaning of Section 141(a) of the Code.

Section 12.02. Rebate Covenants. The City covenants and agrees that it will pay or provide for the payment of from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from

time to time. The City specifically covenants to pay or cause to be paid to the United States, the required amounts of rebatable arbitrage at the times and in the amounts as determined by the Letter of Instructions. Notwithstanding anything to the contrary contained in this Resolution, the Letter of Instructions may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds. This covenant shall survive payment in full or defeasance of the Bonds.

Section 12.03. Survival of Covenants. The covenants contained in this Article shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article XI or any other provision of this Resolution until the final Stated Maturity date of all Bonds Outstanding.

ARTICLE XIII
DISCLOSURE

Section 13.01. Preliminary Official Statement and Final Official Statement. The City ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement. The Preliminary Official Statement is "deemed final" by the City except for the omission of certain information as provided in the SEC Rule. The City approves the form and content of any addenda, supplement, or amendment thereto utilized to prepare the Final Official Statement. The use of the Final Official Statement in the reoffering of the Bonds by the Original Purchaser is approved and authorized. The proper officials of the City are authorized to execute and deliver a certificate pertaining to the accuracy and adequacy of the information in the Preliminary Official Statement and the Final Official Statement.

Section 13.02. Continuing Disclosure. The City covenants and agrees to provide continuing disclosure as required by the SEC Rule and as set forth in the Continuing Disclosure Letter of Instructions attached to the Preliminary Official Statement and the Final Official Statement and made a part hereof by reference.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

Section 14.01. Succession of a Securities Depository. In the event the Securities Depository resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the City receives written evidence, satisfactory to the City, with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation. The City, upon receipt of a book-entry Bond for cancellation shall cause the authorization and delivery of a book-entry Bond to the successor Securities Depository in appropriate denominations and form as provided in this Resolution. If the City makes the determinations or receives the notice described in Section 2.04 of this Resolution, the City shall cause the notices described in Section 2.04 to be delivered and issue Bonds as described in that Section.

Section 14.02. Severability. In case any one or more of the provisions of this Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, or of the Bonds appertaining thereto, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 14.03. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of, premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds shall be a Saturday, a Sunday or a legal holiday or a day on which banking institutions in New York, New York, are authorized by law to close, then payment of principal of, premium, if any, or interest on the Bonds need not be made on such date but may be made on the next succeeding Business Day not a Saturday, a Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 14.04. Further Authority. The Mayor, Finance Director, City Clerk and other officials of the City are further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution to make alterations, changes or additions in the agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 14.05. Governing Law. This Resolution and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 14.06. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body of the City.

[*Remainder of Page Intentionally Left Blank*]

ADOPTED by the Governing Body of the City on November 2, 2026.

SIGNED by the Mayor on November 2, 2026.

CITY OF GARDNER, KANSAS

_____

Mayor

(Seal)

ATTEST:

_____

City Clerk

EXHIBIT A
(FORM OF BOND)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation, ("DTC"), to City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
NUMBER R-__

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF GARDNER

GENERAL OBLIGATION BOND
SERIES 2026E

Interest Rate:	Maturity Date:	Dated Date:	CUSIP:
_____%	October 1, ____	December 9, 2026	_____

REGISTERED OWNER: Cede & Co. Tax Identification No. 132555119-0

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Gardner, in the County of Johnson, State of Kansas (the "City"), for value received, acknowledges itself to be indebted and promises to pay to the owner identified above or registered assigns (the "Owner"), as of the Record Dates as provided herein on the Maturity Date identified above, the Principal Amount identified above, and in like manner to pay interest on such Principal Amount at the rate of interest per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months), semiannually on April 1 and October 1 of each year, commencing October 1, 2027 (the "Interest Payment Dates"), until the Principal Amount is paid from the Dated Date hereof or the most recent Interest Payment Date to which interest has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date, upon presentation and surrender of this Bond at the office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond

on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar (the "Bond Register") at the close of business on the record date for such interest, which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding the Interest Payment Date (the "Record Dates"). Such interest shall be payable: (a) by check or draft mailed by the Paying Agent to the address of the Owner shown on the Bond Register; (b) at such other address as is furnished to the Paying Agent in writing by the Owner; or (c) in the case of an interest payment to any Owner that is a securities depository, by wire transfer to such Owner upon written notice given to the Paying Agent by such Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address (which shall be in the continental United States) to which such Owner wishes to have such wire directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of Bonds of the City designated "General Obligation Bonds, Series 2026E," in an aggregate principal amount of $[46,285,000] (the "Bonds") issued for the purposes set forth in the Ordinance of the City authorizing the issuance of the Bonds and the Resolution of the City prescribing the form and details of the Bonds (jointly, the "Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including, but not limited to, Article 12, Section 5, of the Kansas Constitution, Charter Ordinance No. 28 of the City, and K.S.A. 12-617 and 12-618, all as amended and supplemented from time to time, and all other applicable provisions of the laws of the State of Kansas. The Bonds constitute general obligations of the City payable as to both principal and interest from current revenues of the City authorized for such purpose, and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

Optional Redemption. At the option of the City, Bonds maturing on October 1, 2037, and thereafter, may be called for redemption and payment prior to maturity on October 1, 2036, or thereafter at any time, in whole or in part (selection of Bonds to be designated by the City in such equitable manner as it may determine), at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

[**Sinking Fund Redemption**. Each of the Bonds maturing on October 1 in the years 20___, 20___, and 20___ (the "Term Bonds") shall also be subject to mandatory redemption and payment pursuant to the redemption schedule in the Resolution, at the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The City agrees to redeem the Term Bonds in the principal amounts and at the times set forth in the Resolution.]Whenever the City is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than $5,000, if less than all of the Bonds then outstanding are to be called for redemption, treat each $5,000 of face value of each such fully registered Bond as though it were a separate Bond in the denomination of $5,000.

If any Bonds are called for redemption and payment prior to maturity, the City shall instruct the Bond Registrar to give written notice of its intention to call and pay such Bonds on a specified date, the same being described by maturity, this notice to be mailed by United States first class mail addressed to the Owners of the Bonds, each of these notices to be mailed not less than 30 days prior to the date fixed for redemption. All Bonds so called for redemption and payment as described above shall cease to bear interest from and after the date for which such call is made, provided funds are available for the payment of such Bonds at the price specified.

The Bonds are issued in fully registered form in the denomination of $5,000 or any integral multiple thereof. This Bond may be transferred or exchanged, as provided in the Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar executed by the Owner, or the Owner's authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution and upon payment of the charges prescribed therein. The City, the Paying Agent and the Bond Registrar may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner for the purpose of receiving payment of, or on account of, the principal, redemption premium, if any, and interest due and for all other purposes, and the City, the Paying Agent and the Bond Registrar shall not be affected by any notice to the contrary. The City shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks.

The City and the Bond Registrar shall not be required: (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest (as defined in the Resolution) and ending at the close of business on the date fixed for the payment of Defaulted Interest.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the City, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its seal to be affixed to or imprinted on, and this Bond to be dated the Dated Date shown herein.

CITY OF GARDNER, KANSAS

(Seal)

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

I, the City Clerk of the City of Gardner, Kansas, certify that this Bond has been registered in my office according to law as of December 9, 2026.

WITNESS my hand and official seal.

By _____
City Clerk

(Seal)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2026E, of the City of Gardner, Kansas, described in the within-mentioned Resolution.

Registration Date _____

OFFICE OF THE STATE TREASURER
TOPEKA, KANSAS,
as Bond Registrar and Paying Agent

By _____

Registration Number _____

CERTIFICATE OF STATE TREASURER
OFFICE OF THE TREASURER, STATE OF KANSAS

I, STEVEN JOHNSON, Treasurer of the State of Kansas, do certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in my office, and that this Bond was registered in my office according to law on _____.

WITNESS my hand and official seal.

By _____
Treasurer of the State of Kansas

(Seal)

BOND ASSIGNMENT

For value received, the undersigned 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 irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration, 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)

By _____
Name _____
Title _____

EXHIBIT B
ADDITIONAL TERMS OF THE BONDS

Definitions. The following terms defined in the Resolution shall have the meanings ascribed below.

"**Ordinance**" means Ordinance No. [____] of the City authorizing the issuance of the Bonds.

"**Original Purchaser**" means [Original Purchaser], [City], [State], the original purchaser of the Bonds.

"**Purchase Price**" for the Bonds shall be the par value of the Bonds plus accrued interest, if any, to the date of delivery[, plus a premium of $_____, less an underwriting discount of $_____].

["**Term Bonds**" shall mean the Bonds maturing in the year[s] _____.]

Maturity Schedule. All of the Bonds shall be become due on the Stated Maturities, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity October 1	Principal Amount	Interest Rate	Stated Maturity October 1	Principal Amount	Interest Rate
2027			2042		
2028			2043		
2029			2044		
2030			2045		
2031			2046		
2032			2047		
2033			2048		
2034			2049		
2035			2050		
2036			2051		
2037			2052		
2038			2053		
2039			2054		
2040			2055		
2041			2056		

[TERM BONDS

Stated Maturity October 1	Principal Amount	Interest Rate
	$	%

The Term Bonds shall also be subject to mandatory redemption and payment on October 1, 20__, or on any Stated Maturity thereafter, pursuant to the redemption schedule set out below, at the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The City agrees to redeem the following principal amounts of the Term Bonds in each of the following years:

Principal Amount	Due October 1
$	*

*Final Maturity.]

Premium. The amount of premium on the Bonds, if any, to be deposited in the Principal and Interest Account is $[0].

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