

RESOLUTION NO. 09-09-21B

A RESOLUTION CONSENTING TO BOND DOCUMENT AMENDMENTS TO EXTEND THE MATURITY DATE OF THE CITY'S INDUSTRIAL REVENUE BONDS (MY STORE III, INC. PROJECT), SERIES 2020

WHEREAS, the City of Edgerton, Kansas (the "City"), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and to further promote, stimulate and develop the general welfare and economic prosperity of the state of Kansas; and

WHEREAS, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the "Act"), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act and to lease such facilities to private persons or entities; and

WHEREAS, the City has previously issued its \$10,000,000 Taxable Industrial Revenue Bonds (My Store III, Inc. Project), Series 2020 (the "Bonds"), pursuant to a Trust Indenture dated as of December 1, 2020 (the "Indenture"), between the City and Security Bank of Kansas City (the "Trustee"), for the purpose of financing the costs of acquiring, constructing, and equipping a truck stop, truck maintenance facility, truck wash and in-store and stand-alone restaurant space, all to be located on approximately 12 acres of land east of Homestead Lane and north of Interstate 35 in Edgerton, Kansas (the "Project"), for the benefit of My Store III, Inc., a Kansas corporation (the "Company");

WHEREAS, in connection with the issuance of the Bonds, the City also entered into (a) a Base Lease Agreement dated as of December 1, 2020 (the "Base Lease"), between the Company and the City, whereby the Company leased certain land to the City on which the Project would be constructed, and (b) a Lease Agreement dated as of December 1, 2020 (the "Lease Agreement"), between the City and the Company, whereby the City leased the Project to the Company; and

WHEREAS, the Company has requested, and the City has agreed, to supplement and amend the Base Lease, the Lease Agreement and the Indenture in order to extend the maturity date of the Bonds to December 1, 2022;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:

Section 1. First Supplemental Base Lease. The Governing Body hereby approves of the form of the First Supplemental Base Lease Agreement (the "First Supplemental Base Lease"), in substantially the form presented to and reviewed by the Council of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the First Supplemental Base Lease for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Council of the City. The City Clerk of the City is hereby authorized and directed to

attest to and affix the seal of the City, if required, to the First Supplemental Base Lease.

Section 2. First Supplemental Lease Agreement. The Governing Body hereby approves of the form of the First Supplemental Lease Agreement (the “First Supplemental Lease Agreement”), in substantially the form presented to and reviewed by the Council of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the First Supplemental Lease Agreement for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Council of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the First Supplemental Lease Agreement.

Section 3. First Supplemental Trust Indenture. The Governing Body hereby approves of the form of the First Supplemental Trust Indenture (the “First Supplemental Indenture”), in substantially the form presented to and reviewed by the Council of the City at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the First Supplemental Indenture for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Council of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the First Supplemental Indenture.

Section 4. Further Authority. The City shall, and the officers, employees and agents of the City 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 and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the City with respect to the First Amendment to Base Lease, First Amendment to Lease Agreement and First Supplemental Indenture.

Section 5. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the City Council.

ADOPTED this 9th day of September, 2021.

CITY OF EDGERTON, KANSAS

(Seal) /s/ _____
Donald Roberts, Mayor

ATTEST:

/s/ _____
Alexandria Clower, City Clerk

**MY STORE III, INC.,
As Lessor**

AND

**CITY OF EDGERTON, KANSAS,
As Lessee**

FIRST SUPPLEMENTAL BASE LEASE AGREEMENT

Dated as of September 1, 2021

Relating to:

**\$10,000,000
(Aggregate Maximum Principal Amount)
City of Edgerton, Kansas
Taxable Industrial Revenue Bonds
(My Store III, Inc. Project)
Series 2020**

FIRST SUPPLEMENTAL BASE LEASE AGREEMENT

THIS FIRST SUPPLEMENTAL BASE LEASE AGREEMENT dated as of September 1, 2021 (the “First Supplemental Base Lease”), between **MY STORE III, INC.**, a Kansas corporation (the “Company”), as lessor, and the **CITY OF EDGERTON, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “City”), as lessee.

WITNESSETH:

WHEREAS, the City has issued its Taxable Industrial Revenue Bonds (My Store III, Inc. Project) Series 2020, in the aggregate maximum principal amount of \$10,000,000, pursuant to a Trust Indenture dated as of December 1, 2020 (the “Indenture”), between the City and Security Bank of Kansas City, as trustee (the “Trustee”), for the purpose of acquiring, constructing and equipping the Project (as defined in the Indenture); and

WHEREAS, the City leased the Project from the Company pursuant to a Base Lease Agreement dated as of December 1, 2020 (the “Original Base Lease”), between the City and the Company, and the City leased the Project to the Company pursuant to a Lease Agreement dated as of December 1, 2020, between the City and the Company; and

WHEREAS, the Company has requested that the City extend the term of the Original Base Lease for a year; and

WHEREAS, pursuant to the provisions of **Section 9.4** of the Original Base Lease, the City and the Company may amend the Original Base Lease with the consent of the Trustee;

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

AGREEMENT:

Section 1.1. Definitions. Capitalized terms used in this First Supplemental Base Lease but not defined herein shall have the meaning given to such terms in the Original Base Lease.

Section 1.2. Amendment to Term. In **Section 3.1** of the Original Base Lease, the date “December 1, 2021” is amended to read “December 1, 2022.”

Section 1.3. Governing Law. This First Supplemental Base Lease shall be governed by the laws of the State of Kansas.

Section 1.4. Execution in Counterparts. This First Supplemental Base Lease may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Base Lease to be executed in their respective corporate names, all as of the date first above written.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts
Mayor

[SEAL]

ATTEST:

Alexandria Clower
City Clerk

MY STORE III, INC.,
a Kansas corporation

By _____
Moussa Sobaiti, President and CEO

CONSENT OF TRUSTEE

Security Bank of Kansas City, as trustee, hereby consents to the execution and delivery of this First Supplemental Base Lease Agreement dated as of September 1, 2021, between My Store III, Inc., a Kansas corporation, and the City of Edgerton, Kansas (the “City”), relating to the City’s Taxable Industrial Revenue Bonds (My Store III, Inc. Project), Series 2020.

SECURITY BANK OF KANSAS CITY

By: _____
Name:
Title:

**CITY OF EDGERTON, KANSAS,
As Lessor**

AND

**MY STORE III, INC.,
As Lessee**

FIRST SUPPLEMENTAL LEASE AGREEMENT

Dated as of September 1, 2021

Relating to:

**\$10,000,000
(Aggregate Maximum Principal Amount)
City of Edgerton, Kansas
Taxable Industrial Revenue Bonds
(My Store III, Inc. Project)
Series 2020**

FIRST SUPPLEMENTAL LEASE AGREEMENT

THIS FIRST SUPPLEMENTAL LEASE AGREEMENT dated as of September 1, 2021 (the “First Supplemental Lease”), between the **CITY OF EDGERTON, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “City”), as lessor, and **MY STORE III, INC.**, a Kansas corporation (the “Company”), as lessee.

WITNESSETH:

WHEREAS, the City has issued its Taxable Industrial Revenue Bonds (My Store III, Inc. Project) Series 2020, in the aggregate maximum principal amount of \$10,000,000, pursuant to a Trust Indenture dated as of December 1, 2020 (the “Indenture”), between the City and Security Bank of Kansas City, as trustee (the “Trustee”), for the purpose of acquiring, constructing and equipping the Project (as defined in the Indenture); and

WHEREAS, the City leased the Project from the Company pursuant to a Base Lease Agreement dated as of December 1, 2020, between the City and the Company, and the City leased the Project to the Company pursuant to a Lease Agreement dated as of December 1, 2020 (the “Original Lease”), between the City and the Company; and

WHEREAS, the Company has requested that the City extend the term of the Original Lease one year; and

WHEREAS, pursuant to the provisions of **Section 1202** of the Indenture and **Section 14.1** of the Original Lease, the City and the Company may amend the Original Lease with the consent of the Bondholders and the Trustee;

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

AGREEMENT:

Section 1.1. Definitions. Capitalized terms used in this First Supplemental Lease but not defined herein shall have the meaning given to such terms in the Original Lease.

Section 1.2. Amendment to Term. In **Section 3.2** of the Original Lease, the date “December 1, 2021” is amended to read “December 1, 2022.”

Section 1.3. Governing Law. This First Supplemental Lease shall be governed by the laws of the State of Kansas.

Section 1.4. Execution in Counterparts. This First Supplemental Lease may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Lease to be executed in their respective corporate names, all as of the date first above written.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts
Mayor

[SEAL]

ATTEST:

Alexandria Clower
City Clerk

MY STORE III, INC.,
a Kansas corporation

By _____
Moussa Sobaiti, President and CEO

CONSENT OF TRUSTEE

Security Bank of Kansas City, as trustee, hereby consents to the execution and delivery of this First Supplemental Lease Agreement dated as of September 1, 2021, between the City of Edgerton, Kansas (the “City”), and My Store III, Inc., a Kansas corporation, relating to the City’s Taxable Industrial Revenue Bonds (My Store III, Inc. Project), Series 2020.

SECURITY BANK OF KANSAS CITY

By: _____
Name:
Title:

CONSENT OF BONDHOLDER

My Store III, Inc., a Kansas corporation, as the owner of all of the outstanding City of Edgerton, Kansas (the “City”) Taxable Industrial Revenue Bonds (My Store III, Inc. Project), Series 2020, consents to the execution and delivery of this First Supplemental Lease Agreement dated as of September 1, 2021, between the City and My Store III, Inc., a Kansas corporation.

MY STORE III, INC.,
a Kansas corporation

By _____
Moussa Sobaiti, President and CEO

CITY OF EDGERTON, KANSAS,

AND

**SECURITY BANK OF KANSAS CITY,
as Trustee**

FIRST SUPPLEMENTAL TRUST INDENTURE

Dated as of September 1, 2021

Relating to:

**\$10,000,000
(Aggregate Maximum Principal Amount)
City of Edgerton, Kansas
Taxable Industrial Revenue Bonds
(My Store III, Inc. Project)
Series 2020**

FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE dated as of September 1, 2021 (the “First Supplemental Indenture”), between the **CITY OF EDGERTON, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “City”), and **SECURITY BANK OF KANSAS CITY**, a state banking corporation duly organized and existing under and by virtue of the laws of the State of Kansas, with a corporate trust office located in Kansas City, Kansas, as trustee (the “Trustee”);

WITNESSETH:

WHEREAS, the City has issued its Taxable Industrial Revenue Bonds (My Store III, Inc. Project) Series 2020, in the aggregate maximum principal amount of \$10,000,000 (the “Bonds”), pursuant to a Trust Indenture dated as of December 1, 2020 (the “Original Indenture”), between the City and the Trustee, for the purpose of financing the costs of a Project (as defined in the Original Indenture); and

WHEREAS, the City leased the Project from the Company pursuant to a Base Lease Agreement dated as of December 1, 2020 (the “Original Base Lease”), between the City and the Company, and the City leased the Project to the Company pursuant to a Lease Agreement dated as of December 1, 2020 (the “Original Lease”), between the City and the Company; and

WHEREAS, the Company has requested that the City extend the maturity date of the Bonds for a year; and

WHEREAS, pursuant to **Section 1102** of the Original Indenture, the City and the Trustee are authorized to enter into supplemental indentures with the consent of bondowners; and

WHEREAS, it is necessary to enter in to this First Supplemental Indenture to supplement the Original Indenture to extend the maturity date of the Bonds.

AGREEMENT:

Section 101. Definitions. Capitalized terms used in this First Supplemental Indenture but not defined herein shall have the meaning given to such terms in the Original Indenture.

Section 102. Amendment of Maturity Date. In **Section 208(a)** of the Original Indenture, the date “December 1, 2021” is amended to read “December 1, 2022.”

Section 103. Form of Replacement Bond. The form of the replacement Bond and the Trustee’s Certificate of Authentication to be endorsed thereon is attached hereto as **Exhibit A**.

Section 104. Governing Law. This First Supplemental Indenture shall be governed by the laws of the State of Kansas.

Section 105. Execution in Counterparts. This First Supplemental Indenture may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 106. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles,

electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the City of Edgerton, Kansas, has caused this First Supplemental Indenture to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, Security Bank of Kansas City has caused this First Supplemental Indenture to be signed in its name and behalf by its duly authorized officer, all as of the date first above written.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts
Mayor

ATTEST:

Alexandria Clower
City Clerk

SECURITY BANK OF KANSAS CITY,
as Trustee

By: _____
Name:
Title:

[SEAL]

CONSENT OF COMPANY

My Store III, Inc., a Kansas corporation (the “Company”), as the lessee under the Lease Agreement dated as of December 1, 2020, as amended, between the City of Edgerton, Kansas and the Company, consents to the execution and delivery of this First Supplemental Trust Indenture dated as of September 1, 2021, between the City and Security Bank of Kansas City, as trustee.

MY STORE III, INC.,
a Kansas corporation

By _____
Moussa Sobaiti, President and CEO

CONSENT OF BONDHOLDER

My Store III, Inc., a Kansas corporation, as the owner of all of the outstanding City of Edgerton, Kansas (the “City”) Taxable Industrial Revenue Bonds (My Store III, Inc. Project), Series 2020, consents to the execution and delivery of this First Supplemental Trust Indenture dated as of September 1, 2021, between the City and Security Bank of Kansas City, as trustee.

MY STORE III, INC.,
a Kansas corporation

By _____
Moussa Sobaiti, President and CEO

EXHIBIT A

FORM OF REPLACEMENT BOND

This Bond has not been registered under the Securities Act of 1933, as amended, or any state securities laws, and this Bond may not be transferred unless (i) the City consents in writing to such transfer, and (ii) the City and the Trustee are furnished a written legal opinion from counsel acceptable to the City, the Trustee and the Company, to the effect that such transfer is exempt from the registration requirements of the Securities Act of 1933, as amended, and any applicable state securities laws. This Bond may be transferred to any successor of the Company or any entity owned by or under common ownership with the Company without the necessity of obtaining the City's consent or such an opinion.

No. R-2

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON**

**CITY OF EDGERTON, KANSAS
TAXABLE INDUSTRIAL REVENUE BOND
(MY STORE III, INC. PROJECT)
SERIES 2020**

THE CITY OF EDGERTON, KANSAS, a municipal corporation organized and existing under the laws of the State of Kansas (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to

MY STORE III, INC., a Kansas corporation

or registered assigns, on December 1, 2022, the principal amount of

TEN MILLION DOLLARS

or such lesser amount as may be outstanding hereunder as reflected in the bond registration books maintained by the Trustee. The registered owner shall note the principal amount outstanding hereunder in the Table of Cumulative Outstanding Principal Amount attached hereto, provided, however, that the registration books maintained by the Trustee shall be the official record of the Cumulative Outstanding Principal Amount of this Bond, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the registered owner hereof, either by check or draft mailed to the registered owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States, interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the rate of 6.00% per annum payable in arrears on each June 1 and December 1, commencing on June 1, 2021, and continuing thereafter until the said Cumulative Outstanding Principal Amount is paid in full. Interest shall be computed on the basis of a year of 360 days consisting of 12 months of 30 days each. Principal on this Bond shall be payable on the maturity date set forth above, unless such principal shall have been paid as a result of a redemption of this Bond prior to such maturity date.

As used herein, the term “Cumulative Outstanding Principal Amount” means an amount equal to the aggregate of all amounts paid into the Construction Fund in accordance with the terms of the hereinafter defined Indenture, as reflected in the bond registration books maintained by the Trustee.

The Trustee shall keep and maintain a record of the amounts deposited into the Construction Fund pursuant to the terms of the Indenture as “Principal Amount Deposited into Construction Fund” and shall enter the aggregate principal amount of this Bond then outstanding on its records as the “Cumulative Outstanding Principal Amount” on its records maintained for this Bond. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the registered owner hereof, pursuant to the optional redemption provisions of the Indenture, the Trustee shall enter on its records the principal amount paid on the Bond as “Principal Amount Paid Pursuant to Optional Redemption Provisions,” and shall enter the then outstanding principal amount of this Bond as “Cumulative Outstanding Principal Amount” on its records. The registered owner may from time to time enter the respective amounts deposited into the Construction Fund pursuant to the terms of the Indenture under the column headed “Principal Amount Deposited Into Construction Fund” on the attached Table of Cumulative Outstanding Principal Amount (the “Table”) and may enter the aggregate principal amount of this Bond then outstanding under the column headed “Cumulative Outstanding Principal Amount” on the attached Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the registered owner hereof pursuant to the optional redemption provisions of the Indenture, the registered owner may enter the principal amount paid on this Bond under the column headed “Principal Amount Paid Pursuant to Optional Redemption Provisions” on the Table and may enter the then outstanding principal amount of this Bond under the column headed “Cumulative Outstanding Principal Amount” on the Table. However, the records maintained by the Trustee as to amounts deposited into the Construction Fund or principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount for all purposes.

THIS BOND is a duly authorized Bond of the City designated “City of Edgerton, Kansas Taxable Industrial Revenue Bonds (My Store III, Inc. Project) Series 2020,” in the aggregate maximum principal amount of \$10,000,000 (the “Bonds”), to be issued for the purpose of providing funds to pay the cost of acquiring, constructing and equipping a truck stop, truck maintenance facility, truck wash and in-store and stand-alone restaurant space, all to be located on approximately 12 acres of land east of Homestead Lane and north of Interstate 35 in Edgerton, Kansas, including land, buildings, structures, improvements, fixtures, machinery and equipment (the “Project”), to be subleased to My Store III, Inc., a Kansas corporation (the “Company”), under the terms of a Lease Agreement dated as December 1, 2020, as supplemented by a First Supplemental Lease Agreement dated as of September 1, 2021 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations and Constitution and statutes of the State of Kansas, including particularly K.S.A. 12-1740 to 12-1749d, inclusive, as amended, and pursuant to proceedings duly had by the governing body of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of December 1, 2020, as supplemented by a First Supplemental Trust Indenture dated as of September 1, 2021 (said Trust Indenture, as supplemented, and as further amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the City and Security Bank of Kansas City, as trustee (the “Trustee”). Subject to the terms and conditions set forth therein, the Indenture permits the City to issue Additional Bonds (as defined therein) secured by the Indenture on a parity with the Bonds. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the owners of the Bonds, and the terms upon which the Bonds are issued and secured.

THIS BOND shall be subject to redemption and payment in whole or in part, as follows:

(a) At any time prior to the stated maturity thereof, by the City, at the option of and upon instructions from the Company, at a price equal to the principal amount thereof, plus accrued interest thereon, without premium or penalty, to the date of payment.

(b) At any time prior to the stated maturity thereof, to the extent amounts are deposited into the Bond Fund in accordance with **Section 602** of the Indenture, at a price equal to the principal amount thereof, plus accrued interest thereon, without premium or penalty, to the date of payment.

In the event the Bonds are to be called for redemption as provided in paragraphs (a) or (b) above, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds in accordance with paragraph (a) or (b) above at least ten days prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owner of this Bond at least five days prior to the scheduled redemption date by first class mail stating the date upon which the Bonds will be redeemed and paid.

THE BONDS are special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute general obligations of the City or the State of Kansas, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special account created by the City and designated the "City of Edgerton, Kansas, Taxable Industrial Revenue Bond Fund – My Store III, Inc. Project, Series 2020."

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

SUBJECT TO the requirements for transfer set forth above in the legend contained on the face of this Bond, this Bond is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the registered owner hereof in person or by such person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, without coupons, and in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully registered Bond without coupons in the maximum principal denomination of \$10,000,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Kansas.

IN WITNESS WHEREOF, the City of Edgerton, Kansas, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated as of September ___, 2021.

CITY OF EDGERTON, KANSAS

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (My Store III, Inc. Project) Series 2020, described in the Trust Indenture. The effective date of registration of this Bond is set forth below.

SECURITY BANK OF KANSAS CITY

Date

By: _____
Name: _____
Title: _____

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

<u>Date</u>	Principal Amount Deposited Into <u>Construction Fund</u>	Principal Amount Paid Pursuant to Redemption <u>Provisions</u>	Cumulative Outstanding Principal <u>Amount</u>	Notation Made <u>By</u>
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(FORM OF ASSIGNMENT)
(NOTE RESTRICTIONS ON TRANSFERS)

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

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

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Bond on the books kept by the Trustee
for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

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

Signature Guaranteed By:

[Seal of Bank]

(Name of Bank)

By: _____
Title: _____
