City of Pittsburg, Kansas
Commission Meeting Agenda
Tuesday, November 17, 2026
5:30 p.m.

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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, November 17, 2026
5:30 PM

A Special Meeting of the Pittsburg City Commission is called to be held at 5:30 p.m. on Tuesday, November 17, 2026, in the City Commission Room, located in the Law Enforcement Center at 201 North Pine, specifically to: (1) Salute the Flag; (2) Consider approval of the Consent agenda consisting of: (a) the October 27th, 2026, City Commission Meeting minutes, (b) 2027 Cereal Malt Beverage Licenses, (c) an Agricultural Land Lease with Campbell Farms, (d) an Agricultural Land Lease with Kenneth Biancarelli, and (e) the Appropriation Ordinance; (3) Consider the following items: (a) Ordinance No. S-1120, (b) a Workers Compensation Insurance Agent of Record Agreement with Kip Bollinger of Ryan-Dittmann Insurance, (c) an agreement with JT Construction, (d) Final Payment for the Southwest Industrial Park Utilities Project, (e) a Land Donation Agreement and Resolution in regard to the property located at 110 North Walnut, (f) an Emergency Solutions Grant Agreement and Supplemental Agreement, and (g) the acceptance of a Tenant Based Rental Assistance Grant; and (4) Recess into Executive Sessions (a) to discuss confidential corporate affairs and (b) to discuss personnel matters of non-elected personnel.

CALL TO ORDER BY THE MAYOR:

a. Flag Salute Led by the Mayor

CONSENT AGENDA (ROLL CALL VOTE):

a. Approval of the October 27th, 2026, City Commission Meeting minutes. 5

b. Approval of the applications submitted by WS Mart, LLC dba Pittsburg Mart (3201 North Rouse), EK Enterprise, LLC dba Pitt Express (302 West 4th Street), Pete's of Erie, Inc. dba Pete's #13 (4002 North Broadway) Pete's of Erie, Inc. dba Pete's #7 (1307 South Broadway), DG Retail, LLC dba Dollar General Store #23865 (1026 East 4th Street), DG Retail, LLC dba Dollar General Store #18856 (820 West 4th Street), DG Retail, LLC dba Dollar General Store #3785 (2810 North Broadway), DG Retail, LLC dba Dollar General Store #13065 (2004 South Rouse), The Meat Shed, LLC dba The Meat Shed - for consumption on the premises (2401 South Rouse), The Meat Shed, LLC dba The Meat Shed - for sale in the original unopened container (2401 South Rouse), The Pitt Stop (902 South Joplin), Horton's Pizza Plus (1601 East 4th Street), The Knights of Columbus (407 East 11th Street), Walmart Inc. dba Walmart #72 (2710 North Broadway), Walmart Inc. dba Walmart #5791 (1011 East Centennial), Walmart Inc. dba Walmart #5791 fuel station (1015 East Centennial), Dillons Companies, LLC, dba Dillons #108 (2600 North Broadway), Bo's 1 Stop, Inc. dba Bo's 1 Stop (1116 West 4th Street) and ALDI, Inc. (Kansas) dba ALDI #89 (3109 North Broadway) to sell Cereal Malt Beverages for the year 2027 and direct the City Clerk to issue the license.

c. Approval of staff recommendation to enter into an Agricultural Land Lease between Campbell Farms, LLC, and the City of Pittsburg, in which Campbell Farms, LLC, will lease 90 acres of tillable land and grass land located at 4303 North Free King Highway, in the total amount of $5,250, for the term beginning on February 22, 2027, and concluding on February 21, 2028, and authorize the Mayor to sign the lease on behalf of the City. 8

d. Approval of staff recommendation to enter into an Agricultural Land Lease between Kenneth Biancarelli and the City of Pittsburg, in which Mr. Biancarelli will lease 135.41 acres of tillable land and grass land located at the Atkinson Municipal Airport, in the amount of $7,447.55, for the term beginning on January 1, 2027, and concluding on December 31, 2027, and authorize the Mayor to sign the lease on behalf of the City. 13

e. Approval of the Appropriation Ordinance for the period ending November 17th, 2026, subject to the release of HUD expenditures when funds are received. 18

CONSIDER THE FOLLOWING:

a. ORDINANCE NO. S-1120 – Consider approval of Ordinance No. S-1120, authorizing the City of Pittsburg, Kansas, to issue its Taxable Industrial Revenue Bonds, Series 2026 (Besse Lofts Project) for the Purpose of acquiring, constructing and equipping a commercial and educational facility and paying the costs of the facility; and authorizing other related documents and actions. **Approve or disapprove Ordinance No. S-1120 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.** 47

b. AGENT OF RECORD – WORKERS COMPENSATION INSURANCE – Consider the request of Kip Bollinger, Executive Vice President of Ryan-Dittmann Insurance, to become the Agent of Record assigned to the City's Workers Compensation Insurance policy written through KMIT (Kansas Municipal Insurance Trust), that renews on January 1, 2027, with the annual commission paid by KMIT to Ryan-Dittmann Insurance to be approximately $14,000. **Approve or disapprove the request and, if approved, authorize the Mayor to sign an Agent of Record letter on behalf of the City.**

c. JT CONSTRUCTION AGREEMENT – DON GUTTERIDGE SPORTS COMPLEX SITE IMPROVEMENTS - Consider staff recommendation to enter into an agreement with JT Construction, in the amount of $1,748,780.70, for the construction and installation of bleachers, press boxes, dugouts, and associated concrete work throughout the Don Gutteridge Sports Complex, with the funding to be provided through private donations, with no City funds required for this portion of the project. **Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the agreement on behalf of the City.** 161

d. FINAL PAYMENT – SOUTHWEST INDUSTRIAL PARK UTILITIES PROJECT – Consider staff recommendation to issue final payment in the amount of $6,403.28 to Asbell, of Carl Junction, Missouri, for the Southwest Industrial Park Utilities Project. **Approve or disapprove staff recommendation.** 164

e. DONATION AGREEMENT AND RESOLUTION – 110 NORTH WALNUT – Consider staff recommendation to enter into a Donation Agreement with the Community Health Center of Southeast Kansas, Inc. (CHC/SEK), in which the City will receive the property located at 110 North Walnut, and to approve a Resolution authorizing the City Manager to execute all closing documents on behalf of the City relating to the acceptance of the donated property. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the Donation Agreement and Resolution on behalf of the City.** 167

f. EMERGENCY SOLUTIONS GRANT AGREEMENT AND SUPPLEMENTAL AGREEMENT – Consider approval of staff recommendation to accept an Emergency Solutions Grant (ESG) from the Kansas Housing Resources Corporation (KHRC) in the amount of $106,525 to help prevent individuals/families from possibly becoming homeless or assist those who are homeless, for the grant period of July 1, 2026, through September 30, 2027. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.** 176

g. TENANT BASED RENTAL ASSISTANCE GRANT ACCEPTANCE – Consider approval of staff recommendation to accept a Tenant Based Rental Assistance (TBRA) Grant from the Kansas Housing Resources Corporation (KHRC) in the amount of $100,000 to subsidize security deposits for low-income households for the 2025 program year. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.** 199

EXECUTIVE SESSIONS:

a. EXECUTIVE SESSION - An Executive Session is necessary to discuss the confidential affairs of a corporation pursuant to K.S.A. 75-4319(b)(4), to discuss confidential corporate affairs. **Motion to recess into Executive Session for 30 minutes to discuss the terms of a potential development agreement with a prospective tenant on property currently owned by the City, under the exception for the discussion of confidential corporate affairs pursuant to K.S.A. 75-4319(b)(4) with the meeting to resume in the Commission Room in 30 minutes.**

b. EXECUTIVE SESSION - An Executive Session is necessary to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1), to discuss the City Manager's 2026 evaluation. **Motion to recess into Executive Session for 30 minutes to discuss the City Manager's 2026 evaluation pursuant to the non-elected personnel exception under K.S.A. 75-4319(b)(1) with the meeting to resume in the Commission Room in 30 minutes.**

ADJOURNMENT

Daron Hall, City Manager

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 27, 2026

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, October 27, 2026, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Chuck Munsell presiding and the following members present: Cheryl Brooks, Stu Hite, D.J. Perry, and Ron Seglie, M.D.

FLAG SALUTE – Mayor Munsell led the flag salute.

INVOCATION – Chaplain Pete Mayo, on behalf of Mercy Hospital Pittsburg, provided an invocation.

APPROVAL OF MINUTES – On motion of Brooks, seconded by Hite, the Governing Body approved the October 13th, 2026, City Commission Meeting minutes as presented. Motion carried.

2027 CEREAL MALT BEVERAGE LICENSES – On motion of Brooks, seconded by Hite, the Governing Body approved the applications submitted by Walgreen Co. dba Walgreens #09049 (1911 North Broadway) and The Corner Patio Pittsburg, LLC dba The Corner Patio (919 North Broadway), to sell Cereal Malt Beverages for the year 2027 and directed the City Clerk to issue the license. Motion carried.

APPROPRIATION ORDINANCE – On motion of Brooks, seconded by Hite, the Governing Body approved the Appropriation Ordinance for the period ending October 27th, 2026, subject to the release of HUD expenditures when funds are received. Motion carried with the following roll call vote: Yea: Brooks, Hite, Munsell, Perry and Seglie.

SOUTHEAST KANSAS COMMUNITY ACTION PROGRAM, INC. (SEK-CAP) – GENERAL PUBLIC TRANSPORTATION SYSTEM PROGRAM UTILIZATION AND FINANCIAL SUPPORT – Chief Executive Officer Jamey Whitney and Transportation Director Scott Christiansen presented the Southeast Kansas Community Action Program, Inc. (SEK-CAP) General Public Transportation System Program Utilization and Financial Support Request.

LIMELIGHT MARKETING – LimeLight Marketing Owner Brandee Johnson, along with her team members John and Mallory, provided an overview of the City's redesigned website.

ORDINANCE NO. G-1408 – On motion of Hite, seconded by Brooks, the Governing Body approved Ordinance No. G-1408, amending Section 2-274 of the Pittsburg City Code to remove the discretion of the records custodian for prepayment of fees, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. G-1409 – On of Seglie, seconded by Hite, the Governing Body approved Ordinance No. G-1409, amending Section 2-276 of the Pittsburg City Code to update the fees and procedures for photocopying public records, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. G-1410 – On motion of Hite, seconded by Perry, the Governing Body approved Ordinance No. G-1410, amending Section 6-212 of the Pittsburg City Code to clarify that wholesalers receive their license from the Director of Alcoholic Beverage Control of the Department of Revenue, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. G-1411 – On motion of Hite, seconded by Perry, the Governing Body approved Ordinance No. G-1411, amending Section 14-32 of the Pittsburg City Code placing the management and control of Atkinson Municipal Airport under the jurisdiction of the City Manager and his or her designee, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. G-1412 – On motion of Hite, seconded by Brooks, the Governing Body approved Ordinance No. G-1412, repealing code Section 14-91 of the Pittsburg City Code, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. G-1413 – On motion of Seglie, seconded by Hite, the Governing Body approved Ordinance No. G-1413, amending Section 14-142 of the Pittsburg City Code to clarify that violations are punishable by the fine set forth in Code Section 1-7, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. G-1414 – On motion of Brooks, seconded by Hite, the Governing Body approved Ordinance No. G-1414, amending Section 18-531 and Section 18-534 of the Pittsburg City Code removing the requirement that damage or loss to a building or other structure be caused by or arise out of any fire explosion or windstorm, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. G-1415 – On motion of Perry, seconded by Brooks, the Governing Body approved Ordinance No. G-1415, amending Section 18-538 of the Pittsburg City Code to update the state law reference from KSA 12-1756 to KSA 12-1750, et seq., and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. G-1416 – On motion of Hite, seconded by Brooks, the Governing Body approved Ordinance No. G-1416, repealing code section 22-32 of the City of Pittsburg which gave the Director of Parks and Recreation authority to promulgate additional written rules and regulations as deemed appropriate or necessary in connection with the care, maintenance, and control of Mt. Olive Cemetery, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. G-1417 – On motion of Perry, seconded by Brooks, the Governing Body approved Ordinance No. G-1417, amending Section 34-38 of the Pittsburg City Code to change the reference from Section 5504 of the International Fire Code to Section 5806 of the International Fire Code, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. G-1418 – On motion of Hite, seconded by Brooks, the Governing Body approved Ordinance No. G-1418, amending Section 34-71 and Sections 34-73 through 34-85 of the Pittsburg City Code to change all references from Class C fireworks to consumer fireworks, set forth a definition thereof, and providing parameters and restrictions on the sale, storage, and use of consumer fireworks, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. G-1419 – On motion of Seglie, seconded by Perry, the Governing Body approved Ordinance No. G-1419, amending Section 42-173 of the Pittsburg City Code to remove the judgment of a police officer as conclusive evidence that an area is congested or the public impeded or inconvenienced, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. G-1420 – On motion of Hite, seconded by Perry, the Governing Body approved Ordinance No. G-1420, repealing code section 42-177 of the City of Pittsburg requiring nonprofit organizations to obtain a City permit prior to soliciting funds in the City, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. G-1421 – On motion of Munsell, seconded by Seglie, the Governing Body approved Ordinance No. G-1421, amending Section 42-296 of the Pittsburg City Code to clarify the reasons for suspension or revocation of a taxicab driver's license, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. G-1422 – On motion of Seglie, seconded by Perry, the Governing Body approved Ordinance No. G-1422, amending the title of Chapter 46 of the Pittsburg City Code to state: Campgrounds, Camping, Recreational Vehicles and Travel Trailers, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. G-1423 – On motion of Hite, seconded by Brooks, the Governing Body approved Ordinance No. G-1423, repealing Code Section 66-6 of the City of Pittsburg requiring train warning whistles at public crossings, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

NOVEMBER MEETING SCHEDULE – On motion of Hite, seconded by Brooks, the Governing Body cancelled the November 10th and 24th, 2026, City Commission meetings, and scheduled a Special City Commission meeting for November 17th, 2026. Motion carried.

DECEMBER MEETING SCHEDULE – On motion of Hite, seconded by Seglie, the Governing Body cancelled the December 8th and 22nd, 2026, City Commission meetings, and scheduled a Special City Commission meeting for December 15th, 2026. Motion carried.

ADJOURNMENT - On motion of Seglie, seconded by Perry, the Governing Body adjourned the meeting at 7:00 p.m. Motion carried.

_____
Chuck Munsell, Mayor

ATTEST:

_____
Tammy Nagel, City Clerk

MONTEE INDUSTRIAL PARK FARM LEASE

THIS LEASE OF FARM LAND (the "Lease"), made and entered into this 17th day of November, 2026, by and between the City of Pittsburg, Crawford County, Kansas, a Municipal Corporation, hereinafter called the Lessor, and Campbell Farms, LLC, hereinafter called the Lessee.

The Parties agree and hereby acknowledge that the tract of land shown on Exhibit A attached hereto and incorporated herein by reference, is Montee Industrial Park property, and land adjacent to the farm land being held as clear zone land for Montee Industrial Park development.

WITNESSETH, that for and in consideration of the rents, covenants and agreements hereinafter contained, said Lessor does hereby rent, let and lease unto said Lessee all the tillable land and grass land in Tract 1 on Exhibit A for and on the terms set forth herein below.

TERMS

Lessee to rent Tract 1 for a term of twelve (12) months beginning on February 22, 2027, and ending on February 21, 2028. The Lessee agrees to pay the Lessor an annual rental of $5,250. Rent shall be due and payable on March 1, 2027.

USE OF PREMISES

Lessee shall at all times farm and care for said land in a good manner, and in accordance with good farming and soil conservation practices; shall not commit or permit waste thereon; shall carefully protect all improvements of every kind that are now on said premises or may be erected thereon during the term of this Lease; shall promptly at the expiration of the term herein granted yield up possession of said premises, without notice, unto the Lessor in as good condition and repair as now exists or may be at any time during the term of this Lease, ordinary wear and tear excepted.

TERMINATION

Lessor reserves the right to terminate this Lease and retake possession of all or any portion of the leased premises at any time for any purpose upon thirty (30) days advance written notice to Lessee. In the event Lessor exercises its right to terminate, Lessor shall reimburse Lessee for the cost of seed, lime and fertilizer. Lessee hereby waives and releases Lessor from any right or claim for recovery of any lost profits or other expenses. This Lease shall automatically terminate at the end of the initial lease term unless the Lessee provides written notice of request to renew to Lessor at least sixty (60) days prior to the expiration date of the initial term. A new successor lease shall be required to reinstate Lessee's farming privileges. The decision to grant or deny Lessee's request to renew shall be in Lessor's sole discretion.

PROHIBITIONS ON USE

It is understood and agreed that the rights granted hereunder to Lessee shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Montee Industrial Park. Lessee hereby acknowledges that burning is strictly prohibited, as well as refrain from keeping livestock of any kind on the premises. Lessee further agrees not to permit noxious weeds to go to seed, or cut live trees for sale or personal use.

INGRESS AND EGRESS

Lessee also agrees that Lessor and its other tenants, lessees and agents shall be entitled to retain the right of ingress and egress on the land for the purpose of monitoring compliance with the lease terms, but shall refrain from interfering with the farming operation of Lessee as much as reasonably possible.

PESTICIDES/ HERBICIDES

Lessee shall use pesticides and herbicides in strict accordance with labeled directions, warnings and instructions on the leased property.

LIABILITY INSURANCE

Lessee shall procure and keep in force beginning on the date this Lease is entered into, and continuing during the entire term of this Lease, comprehensive general liability insurance, with Lessor also listed as a named insured, to include public liability coverage for bodily injury in an amount of at least five hundred thousand dollars ($500,000) for any one (1) occurrence. Lessee shall provide Lessor with a certificate for said insurance policy upon execution of the Lease. Said certificate shall also contain a clause that said policy may not be cancelled nor coverage limits decreased without at least thirty (30) days prior written notice sent to Lessor at the address specified herein.

HOLD HARMLESS/ INDEMNIFICATION

Lessee takes possession of the leased premises after a thorough inspection of the leased premises and acknowledges and understands the inherent hazards of farming and assumes all the risks thereof and therefrom, and further agrees to defend, indemnity and hold Lessor harmless from any and all claims, damages, demands, liability, loss, and expenses, including Lessor's reasonable attorney fees, arising out of or from Lessee's operations on the leased premises or Lessee's performance or failure to perform the terms of this Lease.

AMENDMENTS

Any amendments or alterations of this Lease shall be in writing and shall be agreed upon and signed by both the Lessor and the Lessee. Any amendments or alterations shall be at the sole discretion of Lessor.

MAINTENANCE

Lessee shall brush hog the waterways on the premises at least once during the lease term. Physical improvements to property by Lessee are subject to prior written approval by Lessor. If approved, maintenance of all improvements is the sole responsibility of Lessee, unless prior arrangements between Lessee and Lessor are made in writing. If improvements are made without prior written approval by Lessor, then the improvements shall become the property of Lessor, and Lessee shall be deemed to have committed a violation of the terms of this Lease, which renders the lease null and void at Lessor's sole discretion.

FARMING COSTS

Lessee shall be solely responsible for all fertilizer, lime and seed purchases for the leased property.

TRESPASSING

Lessee acknowledges and understands that Lessor cannot prevent trespassing or vandalism, and assumes no responsibility for the acts of any third (3rd) parties thereon.

INDEPENDENT PARTIES

This Lease shall not be deemed to give rise to a partnership relation or joint venture, and neither party shall have authority to obligate the other party without the other party's written consent.

ASSIGNMENT

This Lease shall not be assigned nor sublet without the prior written consent of said Lessor.

PARTIES BOUND

This Lease shall extend to and be binding upon the parties hereto, and their heirs, executors, trustees, administrators, successors and assigns.

ENTIRE AGREEMENT

This Lease shall constitute the entire agreement of the parties hereto and any prior oral or written agreement or understanding between the parties relating to the lased premises is merged herein and shall be of no separate force and effect and this Lease shall only be changed, modified or discharged by subsequent written agreement signed by all parties hereto.

KANSAS LAW

This Lease shall be governed by and construed in accordance with the laws of the State of Kansas.

DUPLICATE COPIES

This Lease is executed in duplicate, one copy thereof for said Lessor and one copy thereof for said Lessee.

NOTICES

LESSOR:

Name: Daron Hall
City Manager
Address: 201 West 4th
P.O. Box 688
Pittsburg, KS 66762
Telephone No: (620) 231-4100

LESSEE:

Name: Campbell Farms, LLC

Address: 1444 West 126 Highway
Asbury, Missouri 64832

Telephone No: 417-238-8845

In Witness whereof, this lease has been signed and executed the day and year first above written.

LESSOR:

THE CITY OF PITTSBURG, KANSAS

_____
MAYOR – Chuck Munsell

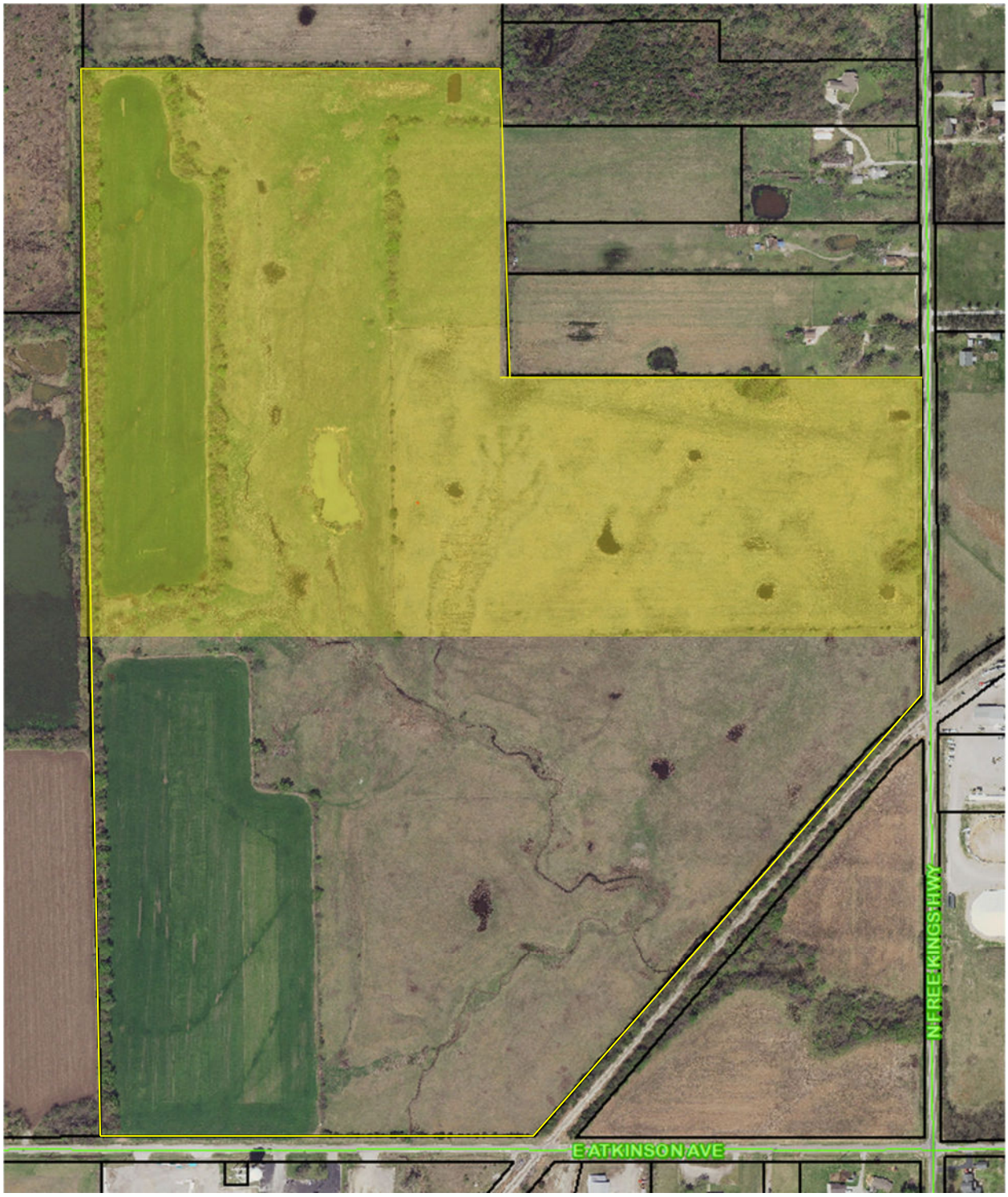
ATTEST:

_____
Tammy Nagel, City Clerk

LESSEE:

_____
Kyle Campbell

EXHIBIT A



FARM LEASE

THIS LEASE OF FARM LAND (the "Lease"), made and entered into this ____day of _____, 2026, by and between the City of Pittsburg, Crawford County, Kansas, a Municipal Corporation, hereinafter called the Lessor, and Kenneth Biancarelli, hereinafter called the Lessee.

The Parties agree and hereby acknowledge that the tracts of land shown on Exhibit B attached hereto and incorporated herein by reference, is Airport Industrial Park property, and land adjacent to the Airport being held as clear zone land for Atkinson Municipal Airport.

WITNESSETH, that for and in consideration of the rents, covenants and agreements hereinafter contained, said Lessor does hereby rent, let and lease unto said Lessee all the tillable land and grass land in Tracts 3, 4, and 5A on Exhibit B for and on the terms set forth herein below.

TERMS

Lessee to rent Tracts 3, 4, and 5A for a term of (12) months beginning on January 1, 2027 and ending on December 31, 2027. The Lessee agrees to pay the Lessor an annual rental of $7,447.55. Rent shall be due and payable on January 1, 2027.

USE OF PREMISES

Lessee shall at all times farm and care for said land in a good husband- like manner, and in accordance with good farming and soil conservation practices; shall not commit or permit waste thereon; shall carefully protect all improvements of every kind that are now on said premises or may be erected thereon during the term of this Lease; shall promptly at the expiration of the term herein granted yield up possession of said premises, without notice, unto the Lessor in as good condition and repair as now exists or may be at any time during the term of this Lease, ordinary wear and tear excepted.

TERMINATION

Lessor reserves the right to terminate this Lease and retake possession of all or any portion of the leased premises at any time for any purpose upon thirty (30) days advance written notice to Lessee. In the event Lessor exercises its right to terminate, Lessor shall reimburse Lessee for the cost of seed, lime and fertilizer. Lessee hereby waives and releases Lessor from any right or claim for recovery of any lost profits or other expenses.

This Lease shall automatically terminate at the end of the initial lease term unless the Lessee provides written notice of request to renew to Lessor at least sixty (60) days prior to the expiration date of the intimal term. A new successor lease shall be required to reinstate Lessee's farming privileges. The decision to grant or deny Lessee's request to renew shall be in Lessor's sole discretion.

PROHIBITIONS ON USE

It is understood and agreed that the rights granted hereunder to Lessee shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport or the Airport Industrial Park. Lessee hereby acknowledges that burning is strictly prohibited, as well as cultivation of crops within twenty feet (20') of the wildlife fencing. Lessee further agrees not to plow pasture, permit noxious weeds to go to seed, or cut live trees for sale or personal use.

INGRESS AND EGRESS

Lessee also agrees that Lessor and its other tenants, lessees and agents shall be entitled to retain the right of ingress and egress on the land for the purpose of recreational hunting and of monitoring compliance with the lease terms, but shall refrain from interfering with the farming operation of Lessee as much as reasonably possible. It is further agreed that Lessor shall retain the exclusive right to permit any third parties to enter the property for recreational hunting purposes.

PESTICIDES / HERBICIDES

Lessee shall use pesticides and herbicides in strict accordance with labeled directions, warnings and instructions on the leased property.

LIABILITY INSURANCE

Lessee shall procure and keep in force beginning on the date this Lease is entered into, and continuing during the entire term of this Lease, comprehensive general liability insurance, with Lessor also listed as a named insured, to include public liability coverage for bodily injury in an amount of at least five hundred thousand dollars ($500,000) for any one (1) occurrence. Lessee shall provide Lessor with a certificate for said insurance policy upon execution of the Lease. Said certificate shall also contain a clause that said policy may not be cancelled nor coverage limits decreased without at least thirty (30) days prior written notice sent to Lessor at the address specified herein.

HOLD HARMLESS / INDEMNIFICATION

Lessee takes possession of the leased premises after a thorough inspection of the leased premises and acknowledges and understands the inherent hazards of farming and assumes all the risks thereof and therefrom, and further agrees to defend, indemnity and hold Lessor harmless from any and all claims, damages, demands, liability, loss, and expenses, including Lessor's reasonable attorney fees, arising out of or from Lessee's operations on the leased premises or Lessee's performance or failure to perform the terms of this Lease.

AMENDMENTS

Any amendments or alterations of this Lease shall be in writing and shall be agreed upon and signed by both the Lessor and the Lessee. Any amendments or alterations shall be at the sole discretion of Lessor.

MAINTENANCE

Lessee shall brush hog the waterways on the premises at least once during the lease term. Physical improvements to property by Lessee are subject to prior written approval by Lessor. If approved, maintenance of all improvements are the sole responsibility of Lessee, unless prior arrangements between Lessee and Lessor are made in writing. If improvements are made without prior written approval by Lessor, then the improvements shall become the property of Lessor, and Lessee shall be deemed to have committed a violation of the terms of this Lease, which renders the lease null and void at Lessor's sole discretion.

FARMING COSTS

Lessee shall be solely responsible for all fertilizer, lime and seed purchases for the leased property.

TRESPASSING

Lessee acknowledges and understands that Lessor cannot prevent trespassing or vandalism, and assumes no responsibility for the acts of any third (3^{rd}) parties thereon.

INDEPENDANT PARTIES

This Lease shall not be deemed to give rise to a partnership relation or joint venture, and neither party shall have authority to obligate the other party without the other party's written consent.

ASSIGNMENT

This Lease shall not be assigned nor sublet without the prior written consent of said Lessor.

PARTIES BOUND

This Lease shall extend to and be binding upon the parties hereto, and their heirs, executors, trustees, administrators, successors and assigns.

ENTIRE AGREEMENT

This Lease shall constitute the entire agreement of the parties hereto and any prior oral or written agreement or understanding between the parties relating to the lased premises is merged

herein and shall be of no separate force and effect and this Lease shall only be changed, modified or discharged by subsequent written agreement signed by all parties hereto.

KANSAS LAW

This Lease shall be governed by and construed in accordance with the laws of the State of Kansas.

DUPLICATE COPIES

This Lease is executed in duplicate, one copy thereof for said Lessor and one copy thereof for said Lessee.

NOTICES

LESSOR:

Name: City of Pittsburg
Address: 201 West 4th
Pittsburg, KS 66762

Telephone No: (620) 231-4170

LESSEE:

Name: Kenneth Biancarell
510 E. 590th Ave.
Pittsburg, KS 66762
Telephone No: (620) 724-8048 Home
(620) 249-3314 Cell

In Witness whereof, this lease has been signed and executed the day and year first above written.

LESSOR:

THE CITY OF PITTSBURG, KANSAS

_____
Chuck Munsell, Mayor

ATTEST:

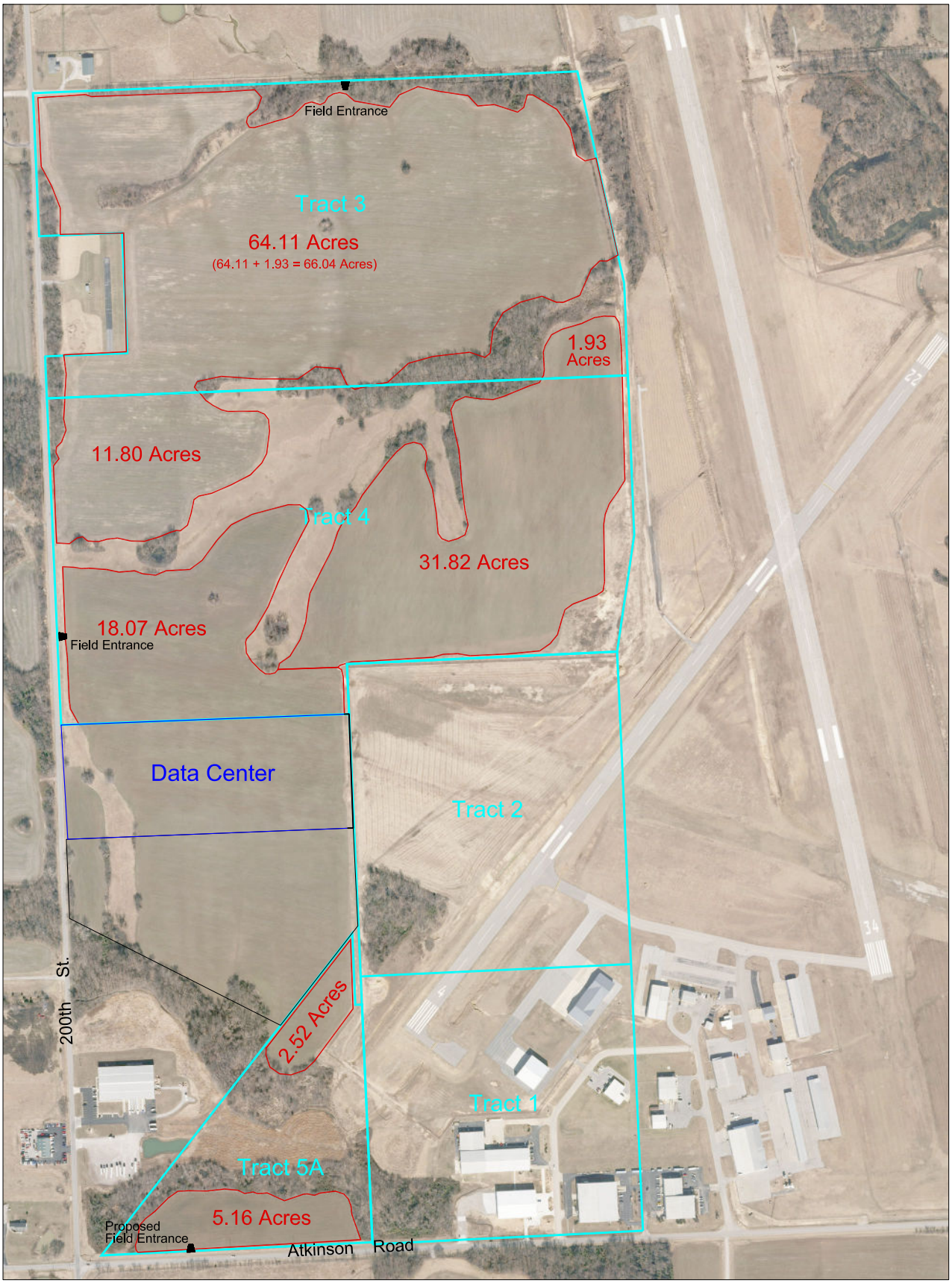
_____
Tammy Nagel, City Clerk

LESSEE:

KENNETH BIANCARELLI

_____
Kenneth Biancarelli

Exhibit "B"



Revised 6-25-25

City of Pittsburg

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
1 MISCELLANEOUS VENDOR										
26001672		10/20/2026	102026UD	201451	16.92	16.92	11/19/2026	INV	PD	UTILIT
CHECK DATE: 10/20/2026										
26001673		10/20/2026	102026UD	201445	51.86	51.86	11/19/2026	INV	PD	UTILIT
CHECK DATE: 10/20/2026										
26001674		10/20/2026	102026UD	201449	56.65	56.65	11/19/2026	INV	PD	UTILIT
CHECK DATE: 10/20/2026										
26001675		10/20/2026	102026UD	201441	41.68	41.68	11/19/2026	INV	PD	UTILIT
CHECK DATE: 10/20/2026										
26001676		10/20/2026	102026UD	201446	206.19	206.19	11/19/2026	INV	PD	UTILIT
CHECK DATE: 10/20/2026										
26001677		10/20/2026	102026UD	201443	63.22	63.22	11/19/2026	INV	PD	UTILIT
CHECK DATE: 10/20/2026										
26001678		10/20/2026	102026UD	201448	67.17	67.17	11/19/2026	INV	PD	UTILIT
CHECK DATE: 10/20/2026										
26001679		10/20/2026	102026UD	201450	56.71	56.71	11/19/2026	INV	PD	UTILIT
CHECK DATE: 10/20/2026										
26001680		10/20/2026	102026UD	201442	44.79	44.79	11/19/2026	INV	PD	UTILIT
CHECK DATE: 10/20/2026										
26001681		10/20/2026	102026UD	201444	11.36	11.36	11/19/2026	INV	PD	UTILIT
CHECK DATE: 10/20/2026										
26001682		10/20/2026	102026UD	201447	89.08	89.08	11/19/2026	INV	PD	UTILIT
CHECK DATE: 10/20/2026										
26001687		10/19/2026	10222026	201460	50.00	50.00	11/18/2026	INV	PD	FARMER
CHECK DATE: 10/22/2026										
26001718		10/19/2026	10222026	201459	400.00	400.00	11/18/2026	INV	PD	REIMBU
CHECK DATE: 10/22/2026										
26001731		10/21/2026	10222026	201461	4,637.13	4,637.13	11/20/2026	INV	PD	50/50
CHECK DATE: 10/22/2026										
26001732		10/19/2026	10222026	201462	100.00	100.00	11/18/2026	INV	PD	REIMBU
CHECK DATE: 10/22/2026										
26001739		10/20/2026	10222026	201463	227.49	227.49	11/19/2026	INV	PD	MILEAG
CHECK DATE: 10/22/2026										
26001740		10/21/2026	10222026	201464	1,946.00	1,946.00	11/20/2026	INV	PD	50/50
CHECK DATE: 10/22/2026										
26001742		10/20/2026	10222026	201465	193.00	193.00	11/19/2026	INV	PD	MEDICA
CHECK DATE: 10/22/2026										
26001745		10/19/2026	10222026	201466	250.00	250.00	11/18/2026	INV	PD	REIMBU
CHECK DATE: 10/22/2026										
26001776		10/26/2026	102626UD	201473	28.58	28.58	11/25/2026	INV	PD	UTILIT
CHECK DATE: 10/26/2026										
26001777		10/26/2026	102626UD	201478	24.97	24.97	11/25/2026	INV	PD	UTILIT
CHECK DATE: 10/26/2026										
26001778		10/26/2026	102626UD	201477	4.87	4.87	11/25/2026	INV	PD	UTILIT
CHECK DATE: 10/26/2026										
26001779		10/26/2026	102626UD	201475	78.24	78.24	11/25/2026	INV	PD	UTILIT
CHECK DATE: 10/26/2026										
26001780		10/26/2026	102626UD	201472	33.11	33.11	11/25/2026	INV	PD	UTILIT
CHECK DATE: 10/26/2026										
26001781		10/26/2026	102626UD	201471	86.45	86.45	11/25/2026	INV	PD	UTILIT
CHECK DATE: 10/26/2026										
26001782		10/26/2026	102626UD	201479	80.89	80.89	11/25/2026	INV	PD	UTILIT
CHECK DATE: 10/26/2026										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
26001783		10/26/2026	102626UD	201476	574.21	574.21	11/25/2026	INV	PD	UTILIT
CHECK DATE: 10/26/2026										
26001784		10/26/2026	102626UD	201474	67.99	67.99	11/25/2026	INV	PD	UTILIT
CHECK DATE: 10/26/2026										
26001788		10/26/2026	10292026	201491	20.00	20.00	11/25/2026	INV	PD	REIMBU
CHECK DATE: 10/29/2026										
26001796		10/26/2026	10292026	201495	979.65	979.65	11/25/2026	INV	PD	50/50
CHECK DATE: 10/29/2026										
26001800		10/26/2026	10292026	201496	35.00	35.00	11/25/2026	INV	PD	LEAGUE
CHECK DATE: 10/29/2026										
26001807		10/26/2026	10292026	201492	19.91	19.91	11/25/2026	INV	PD	REIMBU
CHECK DATE: 10/29/2026										
26001808		10/23/2026	10292026	201493	150.00	150.00	11/22/2026	INV	PD	MERMAI
CHECK DATE: 10/29/2026										
26001812		10/27/2026	10292026	201497	60.00	60.00	11/26/2026	INV	PD	GIFT C
CHECK DATE: 10/29/2026										
26001828		10/27/2026	10292026	201494	100.00	100.00	11/26/2026	INV	PD	FARMER
CHECK DATE: 10/29/2026										
					10,853.12					
44 CRESTWOOD COUNTRY CLUB										
OCT 31/26 DH		10/31/2026	110526E	761	454.08	454.08	11/10/2026	INV	PD	OCTOBE
CHECK DATE: 11/05/2026										
46 ETTINGERS OFFICE SUPPLY										
571396-0		10/13/2026	102226E	594	622.44	622.44	10/23/2026	INV	PD	Office
CHECK DATE: 10/22/2026										
571417-0		10/15/2026	102226E	594	57.99	57.99	11/02/2026	INV	PD	UNV Pa
CHECK DATE: 10/22/2026										
571424-0		10/15/2026	102226E	594	90.75	90.75	10/25/2026	INV	PD	MISC O
CHECK DATE: 10/22/2026										
					771.18					
54 JOPLIN SUPPLY COMPANY										
S5183141.001		10/26/2026	102926E	647	653.10	653.10	11/25/2026	INV	PD	FLEX C
CHECK DATE: 10/29/2026										
55 JOHN'S SPORT CENTER, INC.										
24513		10/19/2026	110226E	677	19.99	19.99	11/18/2026	INV	PD	Pkg ta
CHECK DATE: 11/02/2026										
24543		10/15/2026	102226E	605	224.98	224.98	11/14/2026	INV	PD	EMILIO
CHECK DATE: 10/22/2026										
24552		10/15/2026	102226E	605	215.98	215.98	11/14/2026	INV	PD	JOHN B
CHECK DATE: 10/22/2026										
					460.95					
101 BUG-A-WAY INC										
154401		10/08/2026	102226E	589	30.00	30.00	11/07/2026	INV	PD	FS3 Pe
CHECK DATE: 10/22/2026										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
112 MARRONES INC										
W148058		10/05/2026	102226E	612	270.93	270.93	11/04/2026	INV	PD	MISC J
CHECK DATE: 10/22/2026										
133 JIM RADELL CONSTRUCTION COMPANY INC										
1556		07/31/2026	110226E	676	23,906.54	23,906.54	08/30/2026	INV	PD	BORING
CHECK DATE: 11/02/2026										
1628	14182	09/22/2026	110526E	766	15,516.95	15,516.95	10/22/2026	INV	PD	Crew H
CHECK DATE: 11/05/2026										
1651		10/08/2026	102226E	603	1,884.90	1,884.90	11/07/2026	INV	PD	1306 S
CHECK DATE: 10/22/2026										
1657		10/20/2026	102226E	603	2,670.28	2,670.28	11/19/2026	INV	PD	1927 T
CHECK DATE: 10/22/2026										
1658		10/20/2026	102226E	603	1,256.60	1,256.60	11/19/2026	INV	PD	809 N
CHECK DATE: 10/22/2026										
1659		10/20/2026	102226E	603	785.38	785.38	11/19/2026	INV	PD	109 E
CHECK DATE: 10/22/2026										
1660		10/20/2026	102226E	603	3,129.14	3,129.14	11/19/2026	INV	PD	1303 E
CHECK DATE: 10/22/2026										
1661		10/22/2026	102926E	645	1,860.18	1,860.18	11/21/2026	INV	PD	403 E
CHECK DATE: 10/29/2026										
1662		10/22/2026	102926E	645	1,860.18	1,860.18	11/21/2026	INV	PD	307 W
CHECK DATE: 10/29/2026										
1673		10/29/2026	103026E	667	2,513.20	2,513.20	11/28/2026	INV	PD	1102 C
CHECK DATE: 10/30/2026										
					55,383.35					
135 PITTSBURG AREA CHAMBER OF COMMERCE										
33512		10/12/2026	102226E	590	3,150.00	3,150.00	11/11/2026	INV	PD	SERVIC
CHECK DATE: 10/22/2026										
194 KANSAS STATE TREASURER										
26001862		10/29/2026	103026E	668	2,064.38	2,064.38	11/28/2026	INV	PD	2026 U
CHECK DATE: 10/30/2026										
26002051		11/02/2026	110526E	769	2,504.00	2,504.00	12/02/2026	INV	PD	OCTOBE
CHECK DATE: 11/05/2026										
					4,568.38					
199 KIRKLAND WELDING SUPPLIES										
2006244		09/30/2026	102226E	608	325.00	325.00	10/30/2026	INV	PD	Medica
CHECK DATE: 10/22/2026										
2007228		10/22/2026	102226E	608	18.00	18.00	11/21/2026	INV	PD	Medica
CHECK DATE: 10/22/2026										
					343.00					
207 PEPSI-COLA BOTTLING CO OF PITTSBURG INC										
202596		10/21/2026	102926E	655	64.50	64.50	11/20/2026	INV	PD	Conces
CHECK DATE: 10/29/2026										

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
276 JOE SMITH COMPANY, INC.										
467578		10/19/2026	102226E	604	554.98	554.98	11/18/2026	INV	PD	Conces
CHECK DATE: 10/22/2026										
468637		10/20/2026	102926E	646	201.92	201.92	11/19/2026	INV	PD	4 OAKS
CHECK DATE: 10/29/2026										
					756.90					
294 COPY PRODUCTS, INC.										
601213		10/28/2026	102926E	637	1,906.20	1,906.20	11/07/2026	INV	PD	OCTOBE
CHECK DATE: 10/29/2026										
317 KUNSHEK CHAT & COAL CO, INC.										
22610	14166	10/02/2026	102226E	610	1,838.68	1,838.68	11/01/2026	INV	PD	AB-3 R
CHECK DATE: 10/22/2026										
22680	14155	10/23/2026	110226E	679	3,569.40	3,569.40	11/22/2026	INV	PD	HAULIN
CHECK DATE: 11/02/2026										
22681	14040	10/23/2026	103026E	669	4,690.98	4,690.98	11/22/2026	INV	PD	CLEAN
CHECK DATE: 10/30/2026										
					10,099.06					
328 KANSAS ONE-CALL SYSTEM, INC										
6100449		10/31/2026	110526E	768	341.81	341.81	11/30/2026	INV	PD	257 LO
CHECK DATE: 11/05/2026										
335 CUSTOM AWARDS, LLC										
26.334		10/16/2026	102926E	639	72.00	72.00	11/15/2026	INV	PD	PLAQUE
CHECK DATE: 10/29/2026										
375 WICHITA WATER CONDITIONING										
785016		08/31/2026	10222026	201455	12.50	12.50	10/31/2026	INV	PD	Cooler
CHECK DATE: 10/22/2026										
787162		09/30/2026	10222026	201455	30.00	30.00	10/30/2026	INV	PD	5 Gal
CHECK DATE: 10/22/2026										
787747		09/30/2026	10222026	201455	12.50	12.50	10/30/2026	INV	PD	Cooler
CHECK DATE: 10/22/2026										
91111307		09/08/2026	10222026	201455	30.00	30.00	10/24/2026	INV	PD	5 GAL
CHECK DATE: 10/22/2026										
					85.00					
403 SOUTHWEST NAHRO										
01		10/15/2026	10222026	201469	155.00	155.00	11/14/2026	INV	PD	2027 S
CHECK DATE: 10/22/2026										
409 WISEMAN'S DISCOUNT TIRE INC										
418016		06/22/2026	110526E	798	141.90	141.90	07/22/2026	INV	PD	344-11
CHECK DATE: 11/05/2026										
422657		09/17/2026	110526E	798	1,023.80	1,023.80	10/17/2026	INV	PD	400-13

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE: 11/05/2026										
422658		09/17/2026	110526E	798	967.80	967.80	10/17/2026	INV	PD	400-13
CHECK DATE: 11/05/2026										
					2,133.50					
412 NAN MCKAY & ASSOCIATES										
INV314156		10/15/2026	102926E	653	419.00	419.00	11/14/2026	INV	PD	PIH Al
CHECK DATE: 10/29/2026										
472 LARRY SPRESSER										
100251-1126		11/02/2026	1126HAP	201508	434.00	434.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
507 SOUTHEAST KANSAS REGIONAL PLANNING COMMISSION										
6		10/28/2026	102926E	661	3,200.00	3,200.00	11/27/2026	INV	PD	PROJEC
CHECK DATE: 10/29/2026										
516 AMERICAN CONCRETE CO INC										
90654537		10/09/2026	10222026	201452	425.00	425.00	11/08/2026	INV	PD	WEBSTE
CHECK DATE: 10/22/2026										
534 TYLER TECHNOLOGIES INC										
025-570988		10/28/2026	110526E	795	72.50	72.50	11/27/2026	INV	PD	METER
CHECK DATE: 11/05/2026										
045-583120		10/16/2026	102226E	628	1,240.00	1,240.00	11/15/2026	INV	PD	JSamue
CHECK DATE: 10/22/2026										
					1,312.50					
577 KANSAS GAS SERVICE										
26001727		10/13/2026	102226E	606	44.74	44.74	10/28/2026	INV	PD	3412 A
CHECK DATE: 10/22/2026										
26001749		10/13/2026	102226E	606	116.23	116.23	10/28/2026	INV	PD	3507 A
CHECK DATE: 10/22/2026										
26001810		10/15/2026	102926E	648	2,834.75	2,834.75	10/30/2026	INV	PD	MONTHL
CHECK DATE: 10/29/2026										
					2,995.72					
597 CORNEJO & SONS LLC										
35008050		10/09/2026	102226E	621	265.51	265.51	11/08/2026	INV	PD	AB-3/A
CHECK DATE: 10/22/2026										
35043043		10/14/2026	102226E	621	263.07	263.07	11/13/2026	INV	PD	AB-3/A
CHECK DATE: 10/22/2026										
35096330		10/20/2026	102926E	659	533.30	533.30	11/19/2026	INV	PD	PARKS:
CHECK DATE: 10/29/2026										
35166290		10/27/2026	110526E	790	296.46	296.46	11/26/2026	INV	PD	AB-3/A
CHECK DATE: 11/05/2026										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					1,358.34					
627 BOETTCHER SUPPLY INC										
1314033-1		10/09/2026	110526E	757	328.37	328.37	10/19/2026	INV	PD	400-10
CHECK DATE: 11/05/2026										
650 HOME CENTER CONSTRUCTION										
8890-29	14186	09/14/2026	102226E	599	21,775.00	21,775.00	11/16/2026	INV	PD	REPAIR
CHECK DATE: 10/22/2026										
659 PAYNES INC										
46674		08/07/2026	102226E	617	649.25	649.25	09/06/2026	INV	PD	WRECKE
CHECK DATE: 10/22/2026										
46677		08/07/2026	102226E	617	553.45	553.45	09/06/2026	INV	PD	WRECKE
CHECK DATE: 10/22/2026										
47002		09/16/2026	110526E	784	262.68	262.68	10/16/2026	INV	PD	400-02
CHECK DATE: 11/05/2026										
47222		10/19/2026	110226E	680	193.13	193.13	11/18/2026	INV	PD	130-03
CHECK DATE: 11/02/2026										
47230		10/22/2026	102226E	617	141.98	141.98	11/21/2026	INV	PD	E1 Bra
CHECK DATE: 10/22/2026										
47325		11/02/2026	110526E	784	818.15	818.15	12/02/2026	INV	PD	FD: EN
CHECK DATE: 11/05/2026										
					2,618.64					
661 SAFETY-KLEEN SYSTEMS INC										
101114376		10/21/2026	110526E	792	221.03	221.03	11/20/2026	INV	PD	WASTE
CHECK DATE: 11/05/2026										
746 CDL ELECTRIC COMPANY INC										
C074489		11/01/2026	110526E	759	27.00	27.00	12/01/2026	INV	PD	NOV 20
CHECK DATE: 11/05/2026										
W51965		10/27/2026	102926E	636	760.00	760.00	11/26/2026	INV	PD	4TH &
CHECK DATE: 10/29/2026										
					787.00					
823 TOUCHTON ELECTRIC INC										
114360		10/15/2026	110226E	683	40.00	40.00	10/25/2026	INV	PD	CITY H
CHECK DATE: 11/02/2026										
114439		10/15/2026	102226E	626	39.00	39.00	10/25/2026	INV	PD	FS1 Al
CHECK DATE: 10/22/2026										
					79.00					
866 AVFUEL CORPORATION										
30613784		10/21/2026	102926E	633	42,584.71	42,584.71	10/31/2026	INV	PD	JET FU
CHECK DATE: 10/29/2026										
30635025		10/27/2026	102926E	633	45,046.66	45,046.66	11/06/2026	INV	PD	JET FU
CHECK DATE: 10/29/2026										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					87,631.37					
1008 BENJAMIN M BEASLEY										
100462-1126		11/02/2026	1126HAPE	690	1,219.00	1,219.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
1108 EVERGY KANSAS CENTRAL INC										
26001750		10/06/2026	10222026	201456	284.99	284.99	11/05/2026	INV	PD	3507 A
CHECK DATE: 10/22/2026										
26001791		10/19/2026	10292026	201488	64.90	64.90	11/18/2026	INV	PD	1299 R
CHECK DATE: 10/29/2026										
26001816		10/28/2026	10292026	201488	95,994.79	95,994.79	11/27/2026	INV	PD	MONTHL
CHECK DATE: 10/29/2026										
26001817		10/21/2026	10292026	201488	61.04	61.04	11/20/2026	INV	PD	123 W
CHECK DATE: 10/29/2026										
26001818		10/21/2026	10292026	201488	20,681.19	20,681.19	11/20/2026	INV	PD	1920 S
CHECK DATE: 10/29/2026										
26001819		10/21/2026	10292026	201488	63.69	63.69	11/20/2026	INV	PD	1920 S
CHECK DATE: 10/29/2026										
26001820		10/21/2026	10292026	201488	58.33	58.33	11/20/2026	INV	PD	701 ME
CHECK DATE: 10/29/2026										
26001821		10/21/2026	10292026	201488	29.04	29.04	11/20/2026	INV	PD	1920 S
CHECK DATE: 10/29/2026										
					117,237.97					
1165 NATIONAL BAND & TAG CO										
386613		10/16/2026	102226E	615	107.17	107.17	11/15/2026	INV	PD	2027 D
CHECK DATE: 10/22/2026										
1478 KANSASLAND TIRE #1828										
52229		10/13/2026	110526E	770	21.00	21.00	11/12/2026	INV	PD	317-08
CHECK DATE: 11/05/2026										
52332		10/19/2026	102226E	607	1,002.09	1,002.09	11/18/2026	INV	PD	690-00
CHECK DATE: 10/22/2026										
52342		10/20/2026	102226E	607	21.00	21.00	11/19/2026	INV	PD	317-07
CHECK DATE: 10/22/2026										
52371		10/21/2026	102226E	607	21.00	21.00	11/20/2026	INV	PD	316-03
CHECK DATE: 10/22/2026										
52467		10/26/2026	110226E	678	364.50	364.50	11/25/2026	INV	PD	317-07
CHECK DATE: 11/02/2026										
52503		10/28/2026	110226E	678	177.24	177.24	11/27/2026	INV	PD	130-10
CHECK DATE: 11/02/2026										
					1,606.83					
1616 CITY OF PITTSBURG										
26002056		11/04/2026	110526E	760	400.00	400.00	12/04/2026	INV	PD	2026 B
CHECK DATE: 11/05/2026										
2137 VAN-WALL EQUIPMENT, INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
6944613		06/29/2026	110526E	797	406.55	406.55	07/29/2026	INV	PD	344-11
CHECK DATE: 11/05/2026										
6984680		08/14/2026	110526E	797	654.25	654.25	09/13/2026	INV	PD	406-12
CHECK DATE: 11/05/2026										
					1,060.80					
2186 PRODUCERS COOPERATIVE ASSOCIATION										
16757		10/26/2026	102926E	657	63.00	63.00	11/25/2026	INV	PD	4 OAKS
CHECK DATE: 10/29/2026										
16786		10/29/2026	110526E	788	126.00	126.00	11/28/2026	INV	PD	4 OAKS
CHECK DATE: 11/05/2026										
					189.00					
2335 UNITED STATES TREASURY										
2026 - 720A		10/05/2026	10222026	201470	176.79	176.79	11/04/2026	INV	PD	6/30/2
CHECK DATE: 10/22/2026										
2554 HENRY C MENGHINI										
26001733		10/20/2026	102226E	613	227.49	227.49	11/19/2026	INV	PD	MILEAG
CHECK DATE: 10/22/2026										
2825 STATE OF KANSAS										
26001692		10/20/2026	102226E	609	538.87	538.87	11/19/2026	INV	PD	SEPTEM
CHECK DATE: 10/22/2026										
2921 DATAPROSE LLC										
DP2605270		10/31/2026	110526E	762	6,997.37	6,997.37	11/30/2026	INV	PD	OCTOBE
CHECK DATE: 11/05/2026										
2960 PACE ANALYTICAL SERVICES LLC										
2660254596	13540	10/08/2026	102226E	616	300.00	300.00	11/07/2026	INV	PD	2026 L
CHECK DATE: 10/22/2026										
2660254703	13540	10/12/2026	102226E	616	635.00	635.00	11/11/2026	INV	PD	2026 L
CHECK DATE: 10/22/2026										
2660255143	13540	10/20/2026	102226E	616	889.00	889.00	11/19/2026	INV	PD	2026 L
CHECK DATE: 10/22/2026										
2660255809	13540	10/29/2026	110526E	783	771.00	771.00	11/28/2026	INV	PD	2026 L
CHECK DATE: 11/05/2026										
2660255972	13540	10/30/2026	110526E	783	300.00	300.00	11/29/2026	INV	PD	2026 L
CHECK DATE: 11/05/2026										
2660256081	13540	11/03/2026	110526E	783	771.00	771.00	12/03/2026	INV	PD	2026 L
CHECK DATE: 11/05/2026										
					3,666.00					
3114 PATRICIA BURLESON										
100102-1126		11/02/2026	1126HAPE	695	490.00	490.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
3218 CHERYL L BROOKS										
100301-1126		11/02/2026	1126HAPE	694	254.00	254.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
3241 SIMPSON CHARLES										
100406F-1126		11/02/2026	1126HAPE	734	326.00	326.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
3261 PITTSBURG AUTO GLASS										
1078		08/26/2026	110226E	681	225.00	225.00	09/25/2026	INV	PD	Window
CHECK DATE: 11/02/2026										
1148		10/09/2026	102926E	656	65.00	65.00	11/08/2026	INV	PD	Window
CHECK DATE: 10/29/2026										
1149		10/12/2026	110226E	681	300.00	300.00	11/11/2026	INV	PD	Window
CHECK DATE: 11/02/2026										
					590.00					
3272 DUNCAN HOUSING LLC										
100460-1126		11/02/2026	1126HAPE	704	1,449.00	1,449.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
3273 RICHARD F THENIKL										
100540-1126		11/02/2026	1126HAPE	745	357.00	357.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
3294 JOHN R SMITH										
100129-1126		11/02/2026	1126HAPE	736	656.00	656.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
3668 MID AMERICA PROPERTIES OF PITTSBURG, LLC										
10/16/2026		10/16/2026	102926E	650	40.00	40.00	11/06/2026	INV	PD	ESG Pa
CHECK DATE: 10/29/2026										
100557-1126		11/02/2026	1126HAPE	721	9,629.00	9,629.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
100557T-1126		11/02/2026	1126HAPE	721	1,350.00	1,350.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
					11,019.00					
4085 GILMORE & BELL										
8056948		01/01/2026	102926E	643	600.00	600.00	01/31/2026	INV	PD	TDD SE
CHECK DATE: 10/29/2026										
8058704		01/01/2026	102926E	643	600.00	600.00	01/31/2026	INV	PD	TDD SE
CHECK DATE: 10/29/2026										
					1,200.00					
4263 COX COMMUNICATIONS KANSAS LLC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
26001982		10/22/2026	11052026	201512	62.98	62.98	11/21/2026	INV	PD	911 W
CHECK DATE: 11/05/2026										
COX_09152026_PD		08/15/2026	10292026	201484	220.40	220.40	09/14/2026	INV	PD	Cox Bu
CHECK DATE: 10/29/2026										
FS1 10-11-2026		10/22/2026	10222026	201453	125.96	125.96	11/21/2026	INV	PD	FS1 Ca
CHECK DATE: 10/22/2026										
FS3 9-27-26		10/22/2026	10222026	201453	161.42	161.42	11/21/2026	INV	PD	FS3 Ca
CHECK DATE: 10/22/2026										
					570.76					
4307 HENRY KRAFT, INC.										
493641		10/16/2026	102226E	598	479.03	479.03	10/26/2026	INV	PD	Routin
CHECK DATE: 10/22/2026										
4492 PITTSBURG SENIORS LP										
100616-1126		11/02/2026	1126HAPE	725	2,337.00	2,337.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
4603 KANSAS GOLF AND TURF INC										
02-363439		06/19/2026	110526E	767	481.87	481.87	06/29/2026	INV	PD	341-14
CHECK DATE: 11/05/2026										
02-366489		08/20/2026	110526E	767	273.80	273.80	08/30/2026	INV	PD	344-07
CHECK DATE: 11/05/2026										
					755.67					
4618 TRESA LYNNE MILLER										
26002053		11/02/2026	110526E	779	574.50	574.50	12/02/2026	INV	PD	OCTOBE
CHECK DATE: 11/05/2026										
4636 EVERGY KANSAS CENTRAL INC. (HAP)										
100637-1126		11/02/2026	1126HAP	201503	700.00	700.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
4925 MASEK GOLF CAR COMPANY										
31-5401		07/31/2026	110526E	774	243.45	243.45	08/30/2026	INV	PD	344-14
CHECK DATE: 11/05/2026										
32-5239		07/24/2026	110526E	774	30.33	30.33	08/23/2026	INV	PD	344-14
CHECK DATE: 11/05/2026										
					273.78					
5014 MID-AMERICA SANITATION INC.										
52666		10/16/2026	103026E	670	450.00	450.00	11/15/2026	INV	PD	30 yar
CHECK DATE: 10/30/2026										
52709		10/20/2026	102926E	651	95.00	95.00	11/19/2026	INV	PD	FARMER
CHECK DATE: 10/29/2026										
					545.00					
5228 KDHE										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
HQS-95W4-MPBYF		10/13/2026	102926E	649	20.00	20.00	11/12/2026	INV	PD	ABOVE
CHECK DATE: 10/29/2026										
5275 US LIME COMPANY-ST CLAIR										
3248769		08/18/2026	103026E	671	7,915.88	7,915.88	09/17/2026	INV	PD	LARGE
CHECK DATE: 10/30/2026										
3249582		08/24/2026	103026E	671	8,400.51	8,400.51	09/23/2026	INV	PD	LARGE
CHECK DATE: 10/30/2026										
3251480		09/03/2026	103026E	671	7,517.51	7,517.51	10/03/2026	INV	PD	LARGE
CHECK DATE: 10/30/2026										
3252113		09/10/2026	103026E	671	8,670.05	8,670.05	10/03/2026	INV	PD	LARGE
CHECK DATE: 10/30/2026										
3253990		09/18/2026	103026E	671	7,247.55	7,247.55	10/18/2026	INV	PD	LARGE
CHECK DATE: 10/30/2026										
3256737	13988	10/20/2026	102226E	629	8,446.45	8,446.45	11/19/2026	INV	PD	2026 Q
CHECK DATE: 10/22/2026										
3256773		10/13/2026	102926E	665	9,964.80	9,964.80	11/12/2026	INV	PD	HYDRAT
CHECK DATE: 10/29/2026										
					58,162.75					
5393 ANGELES PROPERTIES LLC - HAP										
100671-1126		11/02/2026	1126HAPE	688	2,387.00	2,387.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
5561 AT&T MOBILITY										
26001786		10/13/2026	10292026	201481	156.95	156.95	11/12/2026	INV	PD	DOWNTO
CHECK DATE: 10/29/2026										
5589 CELLCO PARTNERSHIP										
6156482790		10/22/2026	11052026	201519	98.22	98.22	11/21/2026	INV	PD	CITY I
CHECK DATE: 11/05/2026										
5640 WELLPATH LLC										
INV0144180		10/16/2026	102226E	630	36.00	36.00	11/15/2026	INV	PD	Prison
CHECK DATE: 10/22/2026										
5658 DEANNA J HIGGINS										
100340-1126		11/02/2026	1126HAPE	715	1,397.00	1,397.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
5732 NATES LAWN AND LANDSCAPE INC										
16735		04/12/2026	110526E	781	395.00	395.00	05/12/2026	INV	PD	FERTIL
CHECK DATE: 11/05/2026										
17070	14200	10/26/2026	102926E	654	16,150.00	16,150.00	11/25/2026	INV	PD	MINI G
CHECK DATE: 10/29/2026										
17071	14200	10/26/2026	102926E	654	14,975.00	14,975.00	11/25/2026	INV	PD	MINI G
CHECK DATE: 10/29/2026										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					31,520.00					
5791 HOSPITAL DISTRICT #1 OF CRAWFORD COUNTY										
226-190726-00		10/16/2026	102226E	597	40.48	40.48	11/15/2026	INV	PD	Inmate
CHECK DATE: 10/22/2026										
226-190727-00		10/16/2026	102226E	597	159.27	159.27	11/15/2026	INV	PD	Inmate
CHECK DATE: 10/22/2026										
					199.75					
5834 DENNIS TROUT										
100706-1126		11/02/2026	1126HAPE	748	224.00	224.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
5855 STERICYCLE, INC.										
8015743364		10/18/2026	102226E	624	159.78	159.78	11/17/2026	INV	PD	MENGHI
CHECK DATE: 10/22/2026										
8015789829		10/18/2026	102926E	663	238.85	238.85	11/17/2026	INV	PD	PD: SH
CHECK DATE: 10/29/2026										
					398.63					
5906 JOHN HINRICHS										
100715-1126		11/02/2026	1126HAPE	716	147.00	147.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
5957 PASTEUR PROPERTIES										
100723-1126		11/02/2026	1126HAPE	723	2,297.70	2,297.70	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
100723T-1126		11/02/2026	1126HAPE	723	800.00	800.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
					3,097.70					
5961 LAWRENCE A VANBECELAERE										
100724-1126		11/02/2026	1126HAPE	751	106.00	106.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
5966 BERRY COMPANIES, INC.										
73028965		10/23/2026	10292026	201482	143.34	143.34	11/22/2026	INV	PD	STRAIN
CHECK DATE: 10/29/2026										
6090 RANDAL BENNEFELD										
100749-1126		11/02/2026	1126HAPE	691	283.00	283.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
6119 LACAL EQUIPMENT INC										
0455143-IN		08/10/2026	11052026	201515	188.12	188.12	09/09/2026	INV	PD	680-12
CHECK DATE: 11/05/2026										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
6128 TBS ELECTRONICS INC										
S236554		10/22/2026	102226E	625	80.00	80.00	11/21/2026	INV	PD	FD FCC
CHECK DATE: 10/22/2026										
6150 JAMES L COX RENTALS										
100399SV-1126		11/02/2026	1126HAPE	702	787.00	787.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
6269 EDWARD SWOR										
100137-1126		11/02/2026	1126HAPE	743	227.00	227.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
6298 L. KEVAN SCHUPBACH										
100423-1126-1		11/02/2026	1126HAPE	730	13,608.46	13,608.46	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
100423-1126-2		11/02/2026	1126HAPE	730	2,484.00	2,484.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
100423T-1126		11/02/2026	1126HAPE	730	2,400.00	2,400.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
					18,492.46					
6322 R JAMES BISHOP										
100451-1126		11/02/2026	1126HAPE	692	780.00	780.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
6389 PROFESSIONAL TURF PRODUCTS LP										
1732168-00		07/09/2026	110526E	789	531.51	531.51	07/19/2026	INV	PD	344-16
CHECK DATE: 11/05/2026										
1732754-00		07/14/2026	110526E	789	739.90	739.90	07/24/2026	INV	PD	344-16
CHECK DATE: 11/05/2026										
					1,271.41					
6394 HALL, KEVIN R.										
100720-1126		11/02/2026	1126HAPE	713	1,363.00	1,363.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
6441 HEATHER MASON WHITE										
100777-1126		11/02/2026	1126HAPE	753	910.00	910.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
6464 PRO X PROPERTY SOLUTIONS, LLC										
100566-1126		11/02/2026	1126HAPE	726	1,862.00	1,862.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
100780-1126		11/02/2026	1126HAPE	726	2,538.00	2,538.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
100909-1126		11/02/2026	1126HAPE	726	9,170.00	9,170.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
100909F-1126		11/02/2026	1126HAPE	726	462.00	462.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
100909SV-1126		11/02/2026	1126HAPE	726	1,097.00	1,097.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
					15,129.00					
6595 AMAZON.COM, INC										
13JX-JPVJ-46K3		10/01/2026	102226E	585	42.26	42.26	11/15/2026	INV	PD	LIGHTI
CHECK DATE: 10/22/2026										
13JX-JPVJ-CCQ7		10/01/2026	102226E	585	153.54	153.54	11/15/2026	INV	PD	ROOFTO
CHECK DATE: 10/22/2026										
169D-1JTN-YGDL		10/01/2026	102226E	585	393.56	393.56	11/15/2026	INV	PD	TONER
CHECK DATE: 10/22/2026										
16PR-JPYM-37QX		10/01/2026	102226E	585	997.99	997.99	11/15/2026	INV	PD	PRINTE
CHECK DATE: 10/22/2026										
17M4-PTCK-TG49		10/01/2026	102226E	585	223.45	223.45	11/15/2026	INV	PD	Comput
CHECK DATE: 10/22/2026										
17RT-YTL1-7LQD		10/01/2026	102226E	585	390.92	390.92	11/15/2026	INV	PD	lubric
CHECK DATE: 10/22/2026										
19HR-QPPJ-4T39		10/01/2026	102226E	585	159.98	159.98	11/15/2026	INV	PD	INK CA
CHECK DATE: 10/22/2026										
19NX-3NF4-Y9MR		10/01/2026	102226E	585	38.96	38.96	11/15/2026	INV	PD	RJ45 K
CHECK DATE: 10/22/2026										
19WG-1JTC-TNNR		10/01/2026	102226E	585	91.48	91.48	11/15/2026	INV	PD	TONER
CHECK DATE: 10/22/2026										
1CF9-WRTR-DPNH		10/01/2026	102226E	585	49.88	49.88	11/15/2026	INV	PD	Case a
CHECK DATE: 10/22/2026										
1D3C-4XFY-4X3K		10/01/2026	102226E	585	89.99	89.99	10/06/2026	INV	PD	INK CA
CHECK DATE: 10/22/2026										
1FGJ-D4RR-3LQH		10/01/2026	102226E	585	650.78	650.78	11/15/2026	INV	PD	SCANNE
CHECK DATE: 10/22/2026										
1FGJ-D4RR-4P9C		10/01/2026	102226E	585	106.15	106.15	11/15/2026	INV	PD	Cups,
CHECK DATE: 10/22/2026										
1FGJ-D4RR-9TL7		10/01/2026	102226E	585	795.82	795.82	11/15/2026	INV	PD	Light
CHECK DATE: 10/22/2026										
1GNY-9NGN-WJ4L		10/01/2026	102226E	585	798.99	798.99	11/15/2026	INV	PD	DELL P
CHECK DATE: 10/22/2026										
1HR9-WP9P-TQ6Q		10/01/2026	102226E	585	1,088.02	1,088.02	11/15/2026	INV	PD	VARIOU
CHECK DATE: 10/22/2026										
1PRG-QWVK-V9LV		10/01/2026	102226E	585	522.49	522.49	11/15/2026	INV	PD	DELL L
CHECK DATE: 10/22/2026										
1QM3-647C-3NM9		10/01/2026	102226E	585	126.99	126.99	10/06/2026	INV	PD	TONER,
CHECK DATE: 10/22/2026										
1WHD-WFYV-JY9T		10/01/2026	102226E	585	827.61	827.61	11/15/2026	INV	PD	LIGHT
CHECK DATE: 10/22/2026										
1YTX-XTY6-1HVN		10/01/2026	102226E	585	320.32	320.32	11/15/2026	INV	PD	INK CA
CHECK DATE: 10/22/2026										
					7,869.18					
6740 ED M FELD EQUIPMENT COMPANY, INC.										
INV34792		09/04/2026	110526E	763	3,177.55	3,177.55	10/16/2026	INV	PD	Annual

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE: 11/05/2026										
INV37425		10/23/2026	110526E	763	1,203.60	1,203.60	11/22/2026	INV	PD	Steeri
CHECK DATE: 11/05/2026										
					4,381.15					
6916 STILWELL HERITAGE & EDUCATIONAL FOUNDATION										
10/01/2026		10/01/2026	10292026	201501	1,500.00	1,500.00	11/06/2026	INV	PD	ESG Pa
CHECK DATE: 10/29/2026										
100577-1126		11/02/2026	1126HAPE	740	2,965.00	2,965.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
100577E-1126		11/02/2026	1126HAPE	740	215.00	215.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
100577T-1126		11/02/2026	1126HAPE	740	1,500.00	1,500.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
					6,180.00					
6923 HUGO'S INDUSTRIAL SUPPLY INC										
358987		10/27/2026	11052026	201514	91.07	91.07	11/26/2026	INV	PD	cleani
CHECK DATE: 11/05/2026										
6926 MARTIN KYLE SAYRE										
100601-1126		11/02/2026	1126HAPE	729	471.00	471.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
6936 HAWKINS INC										
7606729	13889	10/22/2026	102926E	644	3,855.00	3,855.00	11/21/2026	INV	PD	CHLORI
CHECK DATE: 10/29/2026										
7606731	13887	10/22/2026	102926E	644	2,519.34	2,519.34	11/21/2026	INV	PD	ALUMIN
CHECK DATE: 10/29/2026										
7606733		10/22/2026	102926E	644	1,393.39	1,393.39	11/21/2026	INV	PD	HYDROC
CHECK DATE: 10/29/2026										
					7,767.73					
7023 BLEVINS ASPHALT CONSTRUCTION CO INC										
12385		07/27/2026	102226E	588	1,829.70	1,829.70	08/26/2026	INV	PD	ASPHAL
CHECK DATE: 10/22/2026										
12394		07/28/2026	102226E	588	973.56	973.56	08/27/2026	INV	PD	ASPHAL
CHECK DATE: 10/22/2026										
12409		07/30/2026	102226E	588	917.70	917.70	08/29/2026	INV	PD	ASPHAL
CHECK DATE: 10/22/2026										
12791		10/05/2026	102226E	588	919.41	919.41	11/04/2026	INV	PD	ASPHAL
CHECK DATE: 10/22/2026										
12829		10/13/2026	102226E	588	1,833.69	1,833.69	11/12/2026	INV	PD	ASPHAL
CHECK DATE: 10/22/2026										
12848		10/19/2026	102926E	635	1,829.70	1,829.70	11/18/2026	INV	PD	ASPHAL
CHECK DATE: 10/29/2026										
12897		10/27/2026	110526E	756	975.84	975.84	11/26/2026	INV	PD	ASPHAL
CHECK DATE: 11/05/2026										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					9,279.60					
7083 PITTSBURG HEIGHTS, LP										
100848-1126		11/02/2026	1126HAPE	724	5,491.00	5,491.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
100848T-1126		11/02/2026	1126HAPE	724	800.00	800.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
					6,291.00					
7112 RANDY VILELA BODY REPAIR, TRUCKING, AND HAULING										
100410-1126		11/02/2026	1126HAPE	752	723.00	723.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
7116 EMC INSURANCE COMPANIES										
GWY45538		10/12/2026	10292026	201487	500.00	500.00	11/11/2026	INV	PD	DEDUCT
CHECK DATE: 10/29/2026										
7151 QUADIENT FINANCE USA INC										
26001795		10/15/2026	102926E	658	1,000.00	1,000.00	11/14/2026	INV	PD	CITY H
CHECK DATE: 10/29/2026										
7240 JAY HATFIELD CERTIFIED USED CARS, LL.										
71461		07/09/2026	102226E	601	29.26	29.26	08/08/2026	INV	PD	316-03
CHECK DATE: 10/22/2026										
71462		07/09/2026	102226E	601	29.26	29.26	08/08/2026	INV	PD	316-03
CHECK DATE: 10/22/2026										
71463		07/09/2026	102226E	601	29.26	29.26	08/08/2026	INV	PD	150-04
CHECK DATE: 10/22/2026										
71464		07/09/2026	102226E	601	29.26	29.26	08/08/2026	INV	PD	316-03
CHECK DATE: 10/22/2026										
71465		07/09/2026	102226E	601	29.26	29.26	08/08/2026	INV	PD	318-05
CHECK DATE: 10/22/2026										
					146.30					
7319 LASHAWNDRA LAWSON										
100871-1126		11/02/2026	1126HAPE	718	667.00	667.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
7326 RANDY ALLEE										
100872-1126		11/02/2026	1126HAPE	687	1,184.00	1,184.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
7407 LIMELIGHT MARKETING LLC										
8622		11/01/2026	110526E	773	660.00	660.00	12/01/2026	INV	PD	MONTHL
CHECK DATE: 11/05/2026										
7493 EMERY SAPP & SONS INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
31491		10/10/2026	102226E	593	1,884.80	1,884.80	11/09/2026	INV	PD	ASPHAL
CHECK DATE: 10/22/2026										
31604		10/17/2026	102226E	593	17,428.48	17,428.48	11/16/2026	INV	PD	ASPHAL
CHECK DATE: 10/22/2026										
31707		10/24/2026	103026E	666	42,255.36	42,255.36	11/23/2026	INV	PD	ASPHAL
CHECK DATE: 10/30/2026										
					61,568.64					
7554 RIDGWAY, TRAVIS R										
100925-1126		11/02/2026	1126HAPE	700	550.00	550.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
7567 MERIDIAN OIL & EQUIPMENT LLC										
169644		09/23/2026	110526E	776	2,200.00	2,200.00	10/23/2026	INV	PD	Stock
CHECK DATE: 11/05/2026										
7576 SEK URGENT CARE, LLC										
4022669		10/20/2026	10292026	201500	320.00	320.00	11/19/2026	INV	PD	BRIGHA
CHECK DATE: 10/29/2026										
7581 REX LINVILLE										
100886-1126		11/02/2026	1126HAPE	719	363.00	363.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
7587 DAVID RUA										
100887-1126		11/02/2026	1126HAPE	728	614.00	614.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
7620 POMP'S TIRE SERVICE INC										
1220044760		09/16/2026	110526E	787	179.28	179.28	10/16/2026	INV	PD	650-05
CHECK DATE: 11/05/2026										
7629 EARLES ENGINEERING & INSPECTION INC										
18876	13773	10/07/2026	102226E	592	4,501.10	4,501.10	11/06/2026	INV	PD	CITY E
CHECK DATE: 10/22/2026										
18877		10/07/2026	102226E	592	6,007.50	6,007.50	11/06/2026	INV	PD	SOCCER
CHECK DATE: 10/22/2026										
18878	14086	10/07/2026	102226E	592	15,757.50	15,757.50	11/06/2026	INV	PD	FD 2 &
CHECK DATE: 10/22/2026										
18880	14164	10/07/2026	102226E	592	10,055.53	10,055.53	11/06/2026	INV	PD	US-69
CHECK DATE: 10/22/2026										
18890		10/07/2026	102226E	592	3,383.00	3,383.00	11/06/2026	INV	PD	BASEBA
CHECK DATE: 10/22/2026										
					39,704.63					
7645 SEWARD RENTALS, LLC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
100456-1126		11/02/2026	1126HAPE	732	905.00	905.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
7654 A & R RENTALS, LLC										
100936-1126		11/02/2026	1126HAPE	685	873.00	873.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
7661 LOGAN WENDT										
9888		10/15/2026	102926E	642	306.00	306.00	11/14/2026	INV	PD	Routin
CHECK DATE: 10/29/2026										
7669 CHARLES GILMORE										
100753-1126		11/02/2026	1126HAPE	711	162.00	162.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
7680 IMA, INC.										
624950		09/29/2026	10222026	201458	9,375.00	9,375.00	10/29/2026	INV	PD	3 OF 4
CHECK DATE: 10/22/2026										
7697 MARTIN MEDINA										
26269		09/27/2026	11022026	201502	400.00	400.00	10/27/2026	INV	PD	SEPTEM
CHECK DATE: 11/02/2026										
874896		10/13/2026	11022026	201502	460.00	460.00	11/12/2026	INV	PD	RADIO
CHECK DATE: 11/02/2026										
874897		10/13/2026	11022026	201502	500.00	500.00	11/12/2026	INV	PD	DOG SH
CHECK DATE: 11/02/2026										
					1,360.00					
7741 SUSAN E ADAMS										
100901-1126		11/02/2026	1126HAPE	686	135.00	135.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
7806 CORE & MAIN LP										
Z800107		10/15/2026	102926E	638	800.40	800.40	11/14/2026	INV	PD	MISC P
CHECK DATE: 10/29/2026										
Z814962		10/01/2026	102226E	591	1,326.68	1,326.68	10/31/2026	INV	PD	6" cla
CHECK DATE: 10/22/2026										
Z900405		10/15/2026	102926E	638	1,165.74	1,165.74	11/14/2026	INV	PD	MISC P
CHECK DATE: 10/29/2026										
					3,292.82					
7837 MARJI RENTALS, LLC										
100911-1126		11/02/2026	1126HAPE	720	416.00	416.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
7860 RELX INC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
3096415364		04/03/2026	110526E	772	2,856.00	2,856.00	05/03/2026	INV	PD	2026 S
CHECK DATE: 11/05/2026										
7864 CB HOMES LLC										
100913-1126		11/02/2026	1126HAPE	696	710.00	710.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
7945 LUCKY-BUT LAWN CARE, LLC										
19391		10/24/2026	10292026	201490	45.00	45.00	11/23/2026	INV	PD	SCHLAN
CHECK DATE: 10/29/2026										
19392		10/24/2026	10292026	201490	364.65	364.65	11/23/2026	INV	PD	MINERS
CHECK DATE: 10/29/2026										
19397		10/23/2026	10292026	201490	869.92	869.92	11/22/2026	INV	PD	MINERS
CHECK DATE: 10/29/2026										
					1,279.57					
7994 ASBELL TRUCKING INC										
218248		10/12/2026	102226E	586	375.00	375.00	11/11/2026	INV	PD	HAULIN
CHECK DATE: 10/22/2026										
8046 CONVERGEONE, INC.										
INV1147000		07/31/2026	110226E	672	5,690.75	5,690.75	08/30/2026	INV	PD	SEPTEM
CHECK DATE: 11/02/2026										
8132 MIKE CARPINO FORD PITTSBURG INC										
111958		10/13/2026	110526E	778	163.09	163.09	11/12/2026	INV	PD	680-09
CHECK DATE: 11/05/2026										
8200 PLUNKETT'S PEST CONTROL INC										
10885521		11/01/2026	110526E	786	651.46	651.46	12/01/2026	INV	PD	OCTOBE
CHECK DATE: 11/05/2026										
8201 ROGER CLEVELAND GOLF COMPANY INC.										
9241302 SO		10/21/2026	10292026	201483	90.96	90.96	11/20/2026	INV	PD	GLOVES
CHECK DATE: 10/29/2026										
9243045 SO		10/22/2026	10292026	201483	454.86	454.86	11/21/2026	INV	PD	GLOVES
CHECK DATE: 10/29/2026										
					545.82					
8202 PETROLEUM TRADERS CORPORATION										
2229688	14176	10/15/2026	102226E	618	37,152.87	37,152.87	11/14/2026	INV	PD	UNLEAD
CHECK DATE: 10/22/2026										
8205 MRI SOFTWARE LLC										
MRIUS2900946		10/01/2026	102226E	614	589.88	589.88	10/31/2026	INV	PD	Monthl
CHECK DATE: 10/22/2026										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
MRIUS2901805		10/01/2026	102226E	614	621.28	621.28	10/31/2026	INV	PD	Monthl
CHECK DATE: 10/22/2026										
MRIUS2935155		10/30/2026	110526E	780	589.88	589.88	11/29/2026	INV	PD	Monthl
CHECK DATE: 11/05/2026										
MRIUS2935645		10/30/2026	110526E	780	621.28	621.28	11/29/2026	INV	PD	Monthl
CHECK DATE: 11/05/2026										
					2,422.32					
8232 BAYSINGERS POLICE SUPPLY INC										
1091395		10/20/2026	102926E	634	140.00	140.00	11/19/2026	INV	PD	Name a
CHECK DATE: 10/29/2026										
8236 NORTHGATE ASSOCIATES LLC										
26002059		11/05/2026	110526E	782	8,258.34	8,258.34	12/05/2026	INV	PD	OCTOBE
CHECK DATE: 11/05/2026										
8275 ADCOMP SYSYEMS INC										
30853		11/01/2026	102226E	584	80.00	80.00	12/01/2026	INV	PD	NOVEMB
CHECK DATE: 10/22/2026										
8328 BRADEN PEAK DRAIN SERVICES LLC										
13596		10/20/2026	102926E	660	300.00	300.00	11/19/2026	INV	PD	CLEANE
CHECK DATE: 10/29/2026										
8329 CHARLES P. SIMPSON										
100406-1126		11/02/2026	1126HAPE	735	588.00	588.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
8376 BUSINESS ORIENTED SOFTWARE SOLUTIONS, INC										
BOSS81126116001		11/01/2026	110526E	758	2,666.68	2,666.68	12/01/2026	INV	PD	2027 B
CHECK DATE: 11/05/2026										
8427 RENT-MOORE LLC										
100185-1126		11/02/2026	1126HAP	201506	1,687.00	1,687.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
8457 PENSKE COMMERCIAL VEHICLES US, LLC										
813105320		08/26/2026	102226E	620	20.58	20.58	09/25/2026	INV	PD	680-09
CHECK DATE: 10/22/2026										
81327534	14165	08/14/2026	102226E	620	6,850.59	6,850.59	09/13/2026	INV	PD	FREIGH
CHECK DATE: 10/22/2026										
					6,871.17					
8488 FIRE MASTER FIRE EQUIPMENT, INC.										
INV-20213		10/08/2026	10222026	201457	444.95	444.95	11/07/2026	INV	PD	White
CHECK DATE: 10/22/2026										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
8502 JON BARTLOW										
100992-1126		11/02/2026	1126HAPE	689	453.00	453.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
8505 PITTSBURG PUBLISHING COMPANY, LLC										
25549		09/14/2026	10222026	201467	76.45	76.45	10/14/2026	INV	PD	LEGALS
CHECK DATE: 10/22/2026										
25550		09/14/2026	10222026	201467	83.40	83.40	10/14/2026	INV	PD	LEGALS
CHECK DATE: 10/22/2026										
25939		10/12/2026	10222026	201467	198.08	198.08	11/11/2026	INV	PD	LEGALS
CHECK DATE: 10/22/2026										
25999		10/12/2026	10222026	201467	18.46	18.46	11/11/2026	INV	PD	Mornin
CHECK DATE: 10/22/2026										
26256		10/31/2026	11052026	201518	243.25	243.25	11/30/2026	INV	PD	LEGALS
CHECK DATE: 11/05/2026										
					619.64					
8506 PITTSBURG PUBLISHING COMPANY LLC										
10-20-26		10/20/2026	10222026	201468	208.18	208.18	11/19/2026	INV	PD	RENEW
CHECK DATE: 10/22/2026										
8507 PITTSBURG PUBLISHING COMPANY, LLC										
26095		10/19/2026	10292026	201498	15.00	15.00	11/18/2026	INV	PD	CHURCH
CHECK DATE: 10/29/2026										
8524 COUNTRY OUTLET, LLC										
709		11/02/2026	11052026	201511	480.00	480.00	12/02/2026	INV	PD	Depart
CHECK DATE: 11/05/2026										
8528 SARANN AUTO LEASING, INC.										
6896	13646	10/01/2026	110226E	682	851.00	851.00	10/31/2026	INV	PD	2026 L
CHECK DATE: 11/02/2026										
6897	13646	10/01/2026	110226E	682	851.00	851.00	10/31/2026	INV	PD	2026 L
CHECK DATE: 11/02/2026										
6898	13646	10/01/2026	110226E	682	851.00	851.00	10/31/2026	INV	PD	2026 L
CHECK DATE: 11/02/2026										
					2,553.00					
8535 HEALTH PLANS, INC										
09/24/2026		09/24/2026	102226E	600	60,425.69	60,425.69	10/24/2026	INV	PD	OCTOBE
CHECK DATE: 10/22/2026										
8554 LACEY O'BRIEN										
1160		10/22/2026	102926E	640	1,221.74	1,221.74	11/21/2026	INV	PD	Fleet
CHECK DATE: 10/29/2026										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
8580 GARY MORRISON REAL ESTATE, INC										
101002-1126		11/02/2026	1126HAPE	710	791.00	791.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
8582 GARY K CONNER										
101003-1126		11/02/2026	1126HAPE	701	787.00	787.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
8605 WOODRIVER ENERGY LLC										
534646		10/15/2026	102226E	631	57.21	57.21	11/14/2026	INV	PD	SEPTEM
CHECK DATE: 10/22/2026										
8634 WAYNE L STORM										
100244-1126		11/02/2026	1126HAPE	741	412.00	412.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
8643 JEANNE ELLIOTT										
101010-1126		11/02/2026	1126HAPE	707	418.00	418.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
8649 UPLINK, LLC										
93007510		07/31/2026	110526E	796	1,258.80	1,258.80	08/30/2026	INV	PD	MULTI
CHECK DATE: 11/05/2026										
INV-904		10/06/2026	110526E	796	15,475.72	15,475.72	11/05/2026	INV	PD	INTERS
CHECK DATE: 11/05/2026										
INV-935		10/06/2026	110226E	684	880.00	880.00	11/05/2026	INV	PD	SOUTH
CHECK DATE: 11/02/2026										
					17,614.52					
8676 FIFTH ASSET, INC.										
DB2011195		09/04/2026	110226E	673	21,200.00	21,200.00	10/04/2026	INV	PD	SUBSCR
CHECK DATE: 11/02/2026										
8703 THE BLUE SPOON LLC										
000872		10/19/2026	102926E	664	2,800.00	2,800.00	11/18/2026	INV	PD	MAYORS
CHECK DATE: 10/29/2026										
8768 MARK MCATEE										
26002027		11/04/2026	11052026	201517	350.00	350.00	12/04/2026	INV	PD	L4 coo
CHECK DATE: 11/05/2026										
26002028		11/04/2026	11052026	201517	261.26	261.26	12/04/2026	INV	PD	L4
CHECK DATE: 11/05/2026										
					611.26					
8775 PITTSBURG INVESTORS, LLC										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
26002058		11/05/2026	110526E	785	14,158.28	14,158.28	12/05/2026	INV	PD	OCTOBE
CHECK DATE: 11/05/2026										
8787 SIMONCIC, ANTHONY										
100193-1126		11/02/2026	1126HAPE	733	511.00	511.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
8798 TIMOTHY G DURKIN										
101014-1126		11/02/2026	1126HAPE	705	1,661.00	1,661.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
8799 5 STAR TRANSFERS, LLC DBA FIRST EDITION										
354884		10/07/2026	102226E	595	3,828.00	3,828.00	11/06/2026	INV	PD	LONG S
CHECK DATE: 10/22/2026										
355036		10/14/2026	102226E	595	39.75	39.75	11/13/2026	INV	PD	EMBROI
CHECK DATE: 10/22/2026										
					3,867.75					
8810 TRIPLE THREAT THREEATRICS										
26001728		10/20/2026	102226E	627	10,256.95	10,256.95	11/19/2026	INV	PD	In the
CHECK DATE: 10/22/2026										
8812 DYNAMIC ASSETS RE										
101018-1126		11/02/2026	1126HAPE	706	460.00	460.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
101018E-1126		11/02/2026	1126HAPE	706	1,186.00	1,186.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
					1,646.00					
8830 SHANHOLTZER TRANSPORTATION LLC										
26001537		10/13/2026	102226E	623	750.00	750.00	11/12/2026	INV	PD	ASPHAL
CHECK DATE: 10/22/2026										
26001799		10/26/2026	102926E	662	1,687.50	1,687.50	11/25/2026	INV	PD	ASPHAL
CHECK DATE: 10/29/2026										
26002005		11/03/2026	110526E	793	500.00	500.00	12/03/2026	INV	PD	ASPHAL
CHECK DATE: 11/05/2026										
					2,937.50					
8844 100 NORTH PINE LLC										
0036		11/01/2026	10292026	201480	2,600.00	2,600.00	12/01/2026	INV	PD	NOVEMB
CHECK DATE: 10/29/2026										
8882 FIRST RESPONDER OUTFITTERS, INC.										
200382-1		10/08/2026	102226E	596	95.55	95.55	11/07/2026	INV	PD	Black
CHECK DATE: 10/22/2026										
8883 RONALD E CLOSE										

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
100361-1126		11/02/2026	1126HAPE	698	696.00	696.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
8904 GLENNA LOVELL										
100161-1126		11/02/2026	1126HAPE	712	909.00	909.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
8941 JOPLIN CUSTOM FENCE										
GATEWORKS10272026		10/27/2026	110526E	765	620.00	620.00	11/27/2026	INV	PD	SERVIC
CHECK DATE: 11/05/2026										
8955 TODD MERANDO										
100412-1126		11/02/2026	1126HAPE	746	260.00	260.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
8960 STIFFLER, JOSHUA										
101031-1126		11/02/2026	1126HAPE	739	477.00	477.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
8963 HOUSING AUTHORITY OF CITY OF DALLAS										
101033-1126-1		11/02/2026	1126HAPE	703	2,892.00	2,892.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
101033-1126-2		11/02/2026	1126HAPE	703	48.61	48.61	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
					2,940.61					
8965 ANGELA FORCE										
101035-1126		11/02/2026	1126HAPE	717	1,032.00	1,032.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
8969 TOKEN RENTAL LLC										
101034F-1126		11/02/2026	1126HAPE	747	653.00	653.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
101034SV-1126		11/02/2026	1126HAPE	747	444.00	444.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
					1,097.00					
8970 COBB, ROBERT										
100885-1126		11/02/2026	1126HAPE	699	286.00	286.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
8979 ROUSE DEVELOPMENT LLC										
10/26/2026		10/26/2026	10292026	201499	1,406.40	1,406.40	11/06/2026	INV	PD	ESG Pa
CHECK DATE: 10/29/2026										
101036T-1126		11/02/2026	1126HAP	201507	250.00	250.00	11/02/2026	INV	PD	HOUSIN

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE: 11/02/2026										
					1,656.40					
8980 WWAD, LLC										
100772-1126		11/02/2026	1126HAPE	708	1,164.00	1,164.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
8989 WORRELL, KERI										
101058-1126		11/02/2026	1126HAPE	749	1,390.00	1,390.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
9004 HOUSING AUTHORITY OF THE CITY OF SPRINGFIELD										
101040-1126-1		11/02/2026	1126HAPE	737	948.00	948.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
101040-1126-2		11/02/2026	1126HAPE	737	49.74	49.74	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
					997.74					
9006 FOURSTATES PROPERTIES LLC										
101041-1126		11/02/2026	1126HAPE	709	710.00	710.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
9013 STEBBINS, TIMOTHY D.										
26002004	14020	11/01/2026	110526E	794	1,000.00	1,000.00	12/01/2026	INV	PD	2026 M
CHECK DATE: 11/05/2026										
9022 HANIKA, JON M										
1207	14198	09/11/2026	102226E	619	6,244.00	6,244.00	11/01/2026	INV	PD	FORD &
CHECK DATE: 10/22/2026										
9037 PITT 1902 BROADWAY LLC										
101043-1126		11/02/2026	1126HAPE	750	539.00	539.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
101043F-1126		11/02/2026	1126HAPE	750	705.00	705.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
					1,244.00					
9038 MINNESOTA ELEVATOR INC										
1213674		10/28/2026	110526E	775	5,349.99	5,349.99	11/27/2026	INV	PD	FD 1:
CHECK DATE: 11/05/2026										
9050 BRUCE REA										
26001741	14199	10/21/2026	102226E	622	40,062.46	40,062.46	11/20/2026	INV	PD	DOWNTO
CHECK DATE: 10/22/2026										
9053 OKEKE, LUTANN CHRISTOPHER										

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
101048-1126		11/02/2026	1126HAPE	722	226.00	226.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
9072 CRYSTAL L THOMPSON										
10.21.26		10/21/2026	10222026	201454	340.00	340.00	11/20/2026	INV	PD	34 Hou
CHECK DATE: 10/22/2026										
11.5.26		11/05/2026	11052026	201513	350.00	350.00	12/05/2026	INV	PD	35 hou
CHECK DATE: 11/05/2026										
26001853		10/29/2026	10292026	201486	350.00	350.00	11/28/2026	INV	PD	35 HRS
CHECK DATE: 10/29/2026										
					1,040.00					
9087 HANDSHY, LARRY & MARY										
101053-1126		11/02/2026	1126HAPE	714	636.00	636.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
9093 LET'S PARTY EQUIPMENT RENTALS										
117		10/26/2026	110526E	771	300.00	300.00	11/25/2026	INV	PD	PARKS:
CHECK DATE: 11/05/2026										
9097 CROSSLAND HEAVY CONTRACTORS, INC										
PV 17		10/27/2026	10292026	201485	1,453,782.41	1,453,782.41	11/26/2026	INV	PD	C20-30
CHECK DATE: 10/29/2026										
9100 BITNER, PHYLLIS J										
101051-1126		11/02/2026	1126HAPE	693	356.00	356.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
9118 RIVERSTONE SYCAMORE VILLAGE LP										
100563T-1126		11/02/2026	1126HAPE	744	1,125.00	1,125.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
9126 ROSEWICK HOMES, LLC										
101055-1126		11/02/2026	1126HAPE	727	6,335.00	6,335.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
9128 STOTTS, IRENE										
101057-1126		11/02/2026	1126HAPE	742	111.00	111.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
9134 HEARTLAND BUSINESS SYSTEMS LLC										
919025-H		09/30/2026	110226E	675	245.00	245.00	10/30/2026	INV	PD	SOFTWA
CHECK DATE: 11/02/2026										
919843-H		10/06/2026	110226E	675	1,480.74	1,480.74	11/05/2026	INV	PD	BILLAB
CHECK DATE: 11/02/2026										

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
					1,725.74					
9184 MURFIN MEDIA LLC										
6856-00027-0000		09/30/2026	102926E	652	200.00	200.00	10/30/2026	INV	PD	ADVERT
CHECK DATE: 10/29/2026										
9202 BANNER FIRE EQUIPMENT										
02P22899		10/09/2026	102226E	587	7,867.30	7,867.30	11/08/2026	INV	PD	2 sets
CHECK DATE: 10/22/2026										
9208 RIDGELINE ROOFING										
PAY APP 3.1	14124	11/01/2026	110526E	791	63,489.20	63,489.20	12/01/2026	INV	PD	616 N
CHECK DATE: 11/05/2026										
PAY APP 3.2	14035	11/01/2026	110526E	791	31,541.11	31,541.11	12/01/2026	INV	PD	616 N
CHECK DATE: 11/05/2026										
					95,030.31					
9209 JB428 LLC										
Q6179		10/05/2026	102226E	602	2,750.00	2,750.00	11/04/2026	INV	PD	TRAFFI
CHECK DATE: 10/22/2026										
Q6180		10/19/2026	102226E	602	3,150.00	3,150.00	11/18/2026	INV	PD	TRAFFI
CHECK DATE: 10/22/2026										
					5,900.00					
9213 WILLIAMS, RYAN MARK										
101064-1126		11/02/2026	1126HAPE	754	1,443.00	1,443.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
9214 CITY OF ST PETERSBURG HOUSING AUTHORITY										
101063-1126-1		11/02/2026	1126HAPE	697	2,326.00	2,326.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
101063-1126-2		11/02/2026	1126HAPE	697	43.01	43.01	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
					2,369.01					
9220 PITTSBURG HIGHLANDS, LP										
100921-1126		11/02/2026	1126HAP	201505	2,657.00	2,657.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
9227 MAMMOTH SPORTS										
26002021		09/23/2026	11052026	201516	992,000.00	992,000.00	10/23/2026	INV	PD	TURF F
CHECK DATE: 11/05/2026										
9250 JOPLIN HOUSING AUTHO										
101065-1126-1		11/02/2026	1126HAP	201504	938.00	938.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
101065-1126-2		11/02/2026	1126HAP	201504	49.73	49.73	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
					987.73					
9257 FINCHER LANDSCAPE LL										
1130		10/24/2026	102926E	641	1,190.50	1,190.50	11/23/2026	INV	PD	EUROPE
CHECK DATE: 10/29/2026										
1165		10/31/2026	110526E	764	85.00	85.00	11/30/2026	INV	PD	EUROPE
CHECK DATE: 11/05/2026										
					1,275.50					
9265 STEWART, MASON										
101066-1126		11/02/2026	1126HAPE	738	941.00	941.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
9274 SDM RENTALS										
101067-1126		11/02/2026	1126HAPE	731	385.00	385.00	11/02/2026	INV	PD	HOUSIN
CHECK DATE: 11/02/2026										
9276 MIDLAND ERECTOR CO										
12141	14162	10/30/2026	110526E	777	29,403.00	29,403.00	11/29/2026	INV	PD	5' BAR
CHECK DATE: 11/05/2026										
9278 LITTLE BALKANS QUILT										
26001752		10/21/2026	102226E	611	185.00	185.00	10/23/2026	INV	PD	Little
CHECK DATE: 10/22/2026										
9285 BARRETT BFT LLC										
11927		09/30/2026	110526E	755	4,900.14	4,900.14	10/30/2026	INV	PD	680-13
CHECK DATE: 11/05/2026										
9288 KILGORE COLLEGE										
26001804	2600005	10/27/2026	10292026	201489	5,470.00	5,470.00	10/30/2026	INV	PD	Artist
CHECK DATE: 10/29/2026										
9292 3MAT CO										
14497		10/20/2026	102926E	632	1,703.00	1,703.00	11/19/2026	INV	PD	PAC: T
CHECK DATE: 10/29/2026										
9293 DEE'S RED BARN BUILDINGS										
26001852		10/07/2026	110226E	674	1,278.30	1,278.30	11/06/2026	INV	PD	DEPOSI
CHECK DATE: 11/02/2026										
	411 INVOICES				3,588,334.72					

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR

** END OF REPORT - Generated by Jared Peterson **

GILMORE & BELL, P.C.
October 19, 2026

ORDINANCE NO. S-1120

OF THE
CITY OF PITTSBURG, KANSAS

AUTHORIZING THE ISSUANCE OF
$23,500,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2026
(BESSE LOFTS PROJECT)

(Published in *The Morning Sun*, November 13, 2026)

ORDINANCE NO. S-1120

AN ORDINANCE AUTHORIZING THE CITY OF PITTSBURG, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2026 (BESSE LOFTS PROJECT) FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL AND EDUCATIONAL FACILITY AND PAYING THE COSTS OF THE FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS HAS FOUND AND DETERMINED:

A. The City of Pittsburg, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq*., as amended (the "Act"), to acquire, construct, improve and equip 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 the facilities, and to issue revenue bonds for the purpose of paying the costs of the facilities.

B. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2026 (Besse Lofts Project) in the aggregate principal amount of $23,500,000 (the "Series 2026 Bonds"), for the purpose of paying the costs of acquiring, constructing and equipping a commercial and educational facility (the "Project") as more fully described in the Indenture and in the Lease authorized in this Ordinance, for lease to The Besse, LLC, a Kansas limited liability company (the "Tenant").

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2026 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

(i) a Trust Indenture (the "Indenture"), with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Series 2026 Bonds;

(ii) a Site Lease (the "Site Lease") with the Tenant under which the Tenant will lease an interest in the Real Property to the Issuer;

(iii) a Project Lease (the "Project Lease") with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and

(iv) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series 2026 Bonds by the Issuer to The Besse, LLC, Pittsburg, Kansas (the “Purchaser”).

D. The Issuer's governing body has found that under the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Series 2026 Bonds is eligible for exemption from ad valorem property taxes for up to 10 years, commencing in the calendar year following the calendar year in which the Bonds are issued, if proper application is made, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A.

72-53,113, and amendments thereto. The Issuer's governing body has further found that the Project should be exempt from ad valorem property taxes for a period of 10-years. Prior to making this determination, the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of the exemption required by K.S.A. 12-1749d.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS:

Section 1. **Definition of Terms**. All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Indenture and the Project Lease.

Section 2. **Authority to Cause the Project to Be Purchased and Constructed**. The Issuer is authorized to lease the Real Property and cause the Project to be acquired, constructed and equipped in the manner described in the Indenture, the Site Lease and the Project Lease.

Section 3. **Authorization of and Security for the Bonds**. The Issuer is authorized and directed to issue the Series 2026 Bonds, to be designated "City of Pittsburg, Kansas Taxable Industrial Revenue Bonds, Series 2026 (Besse Lofts Project)" in the aggregate principal amount of $23,500,000, for the purpose of providing funds to pay the costs of acquiring, constructing and equipping a commercial and educational Facility. The Series 2026 Bonds will be dated and bear interest, will mature and be payable at the times, will be in the forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Indenture. The Series 2026 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Project Lease. The Series 2026 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer and will not be payable in any manner by taxation.

Section 4. **Authorization of Indenture**. The Issuer is authorized to enter into the Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series 2026 Bonds on the terms and conditions in the Indenture.

Section 5. **Lease of the Project**. The Issuer will lease an interest in the Real Property and acquire, construct and equip the Project and lease it to the Tenant according to the provisions of the Site Lease and Project Lease in the form approved in this Ordinance.

Section 6. **Authorization of Bond Purchase Agreement**. The Issuer is authorized to sell the Series 2026 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 7. **Execution of Bonds and Bond Documents**. The Mayor of the Issuer is authorized and directed to execute the Series 2026 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Indenture. The Mayor, or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence, is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with the corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2026 Bonds, the Bond

Documents and the other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. **Property Tax Exemption**. The Project will be exempt from ad valorem property taxes for 10 years, commencing in the calendar year after the calendar year in which the Series 2026 Bonds are issued, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Tenant will prepare the application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals.

Section 9. **Pledge of the Project and Net Lease Rentals**. The Issuer hereby pledges the Project and the net rentals generated under the Project Lease to the payment of the Series 2026 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2026 Bonds are paid or deemed to have been paid under the Indenture.

Section 10. **Authority To Correct Errors and Omissions**. The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of the instruments or to the provisions of this Ordinance.

Section 11. **Further Authority**. The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2026 Bonds and the Bond Documents.

Section 12. **Effective Date**. This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication once in the Issuer's official newspaper.

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PASSED by the governing body of the Issuer on November 10, 2026 and **SIGNED** by the Mayor.

(SEAL)

_____
Mayor

ATTEST:

_____
City Clerk

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GILMORE & BELL, P.C.
OCTOBER 19, 2026

CITY OF PITTSBURG, KANSAS

AS ISSUER

AND

SECURITY BANK OF KANSAS CITY
KANSAS CITY, KANSAS

AS TRUSTEE

TRUST INDENTURE

DATED AS OF NOVEMBER 1, 2026

$23,500,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2026
(BESSE LOFTS PROJECT)

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE, dated as of November 1, 2026 (the "Indenture"), between the City of Pittsburg, Kansas (the "Issuer"), and Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee");

WITNESSETH:

WHEREAS, the Issuer is authorized by K.S.A. 12-1740 *et seq*. (the "Act"), to acquire, construct, improve and equip 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 the facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities; and

WHEREAS, pursuant to such authorization, the Issuer's governing body has passed an ordinance authorizing the Issuer to issue its Taxable Industrial Revenue Bonds, Series 2026 (Besse Lofts Project), in the principal amount of $23,500,000 (the "Series 2026 Bonds"), for the purpose of providing funds for acquiring, constructing and equipping of a commercial and educational facility (the "Project" as hereinafter more fully described), and authorizing the Issuer to lease the Project to The Besse, LLC, a Kansas limited liability company (the "Tenant"); 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 Site Lease of even date herewith (the "Site Lease"), between the Issuer and the Tenant under which the Issuer will receive a leasehold interest in the Real Property, and (iii) to enter into a Project Lease of even date herewith (the "Project Lease"), between the Issuer and the Tenant, pursuant to which Issuer shall lease the Project to the Tenant, 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 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 herein made for the security of the payment of the principal of, premium, if any, and interest on the Bonds issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Series 2026 Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Series 2026 Bonds by the Original Purchaser thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the Issuer of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign unto the Trustee and its successors and assigns, and grant to the Trustee and its successors and assigns a security interest in the property described in paragraphs (a) and (b) below (the property being herein referred to as the "Trust Estate"), to wit:

(a) All right, title and interest of the Issuer in, to and under the Site Lease and Project Lease (including, but not limited to, the right to enforce any of the terms thereof but excluding the Unassigned Issuer's 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 Site Lease and Project Lease;

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

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

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of the Series 2026 Bonds and any Additional 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, if the Issuer shall pay, or cause to be paid, the principal of, premium, if any, 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 thereof (as provided in *Article XII* hereof), and shall pay or cause to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the 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 1.01. Definitions of Words and Terms. In addition to the words and terms defined elsewhere in this Indenture, Site Lease and the Project Lease, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

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

"Additional Bonds" means any Bonds issued in addition to the Series 2026 Bonds pursuant to *Section 2.09* of this Indenture.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

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

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

"Bond Counsel" means the firm of Gilmore & Bell, P.C. 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 Issuer and Tenant.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated November 24, 2026, between the Issuer and the Original Purchaser.

"Bond Registrar" means the Trustee**.**

"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.

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

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

(b) title to all or any substantial portion of the Real Property is found to be deficient or nonexistent to the extent that the Project is untenantable or the efficient utilization of the Project by the Tenant is substantially impaired;

(c) all or a substantial portion 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 Site Lease and Project Lease shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way by reason of such changes of circumstances, unreasonable burdens or excessive liabilities are imposed upon Issuer or Tenant.

"Construction Period" means the period from the beginning of acquisition or construction of 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, underwriting fees and expenses, underwriting discount, 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 Tenant.

"Costs of Issuance Account" means the "City of Pittsburg, Kansas Costs of Issuance Account (Besse Lofts Project)" authorized and established with the Trustee pursuant to the Indenture.

"**Dated Date**" means the Issue Date.

"Debt Service Fund" means the "City of Pittsburg, Kansas Debt Service Fund (Besse Lofts Project)" authorized and established with the Trustee pursuant to the Indenture.

"Default Administration Costs" means 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;

(b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond on the Stated Maturity or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;

(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 Tenant by the Trustee, or to the Trustee, the Issuer and the Tenant by Owner(s) of Bonds owning not less than 25% in aggregate principal amount of Bonds then Outstanding; provided, however, if any default shall be such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer or the Tenant within such period and diligently pursued until such default is corrected; or

(d) An "Event of Default" as defined in the Project Lease.

"Existing Facilities" means all buildings and building improvements existing on the Real Property on the date of issuance of the Series 2026 Bonds.

"Funds and Accounts" means funds and accounts created pursuant to or referred to in *Section 5.01* hereof.

"Government Securities" means 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" means the Existing Facilities and all buildings, building improvements, machinery and equipment purchased in whole or in part from the proceeds of the 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, it means December 31, 2036.

"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" means 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:

(a) Government Securities;

(b) obligations of the Federal National Mortgage Association, 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, Farmers Home Administration and Federal Home Loan Mortgage Association;

(c) 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 excess deposit insurance purchased through a private insurer, or such securities as are described above in clauses (a) or (b), 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;

(d) 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 recognized 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 (a) or (b) above;

(e) any investment in shares or units of a money market fund or trust rated "AAAm" or "AAAm-G" or better by S&P Global Ratings (including one offered, managed or otherwise made available through the Trustee or any affiliate);

(f) investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in clauses (a), (b) or (c) above.

"Issue Date" means the date when the Issuer delivers the Bonds to the Original Purchaser in exchange for the Purchase Price.

"Issuer" means the City of Pittsburg, Kansas, a city of the first class organized under the laws of the State, and its successors and assigns.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Notice Representative" means:

(a) With respect to the Tenant, its Manager at its Notice Address (as defined in the Project Lease).

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

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

"Original Proceeds" means 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 The Besse, LLC, Pittsburg, Kansas.

"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 or redemption in accordance with the provisions of *Section 12.02* 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 "Owners" 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.

"Payment Date" means any Interest Payment Date or any Principal Payment Date.

"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 thereof or other public body.

"Principal Payment Date" means any date on which principal on any Bond is due and payable, whether at the Stated Maturity or earlier required redemption thereof. With respect to the Series 2026 Bonds, the Principal Payment Date is December 31, 2036.

"Project" means the Real Property and the Improvements.

"Project Additions" means any 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 Project Lease.

"Project Costs" means those costs incurred in connection with the Real Property, and the construction or installation of any Improvements, including:

(a) all costs and expenses necessary or incident to the acquisition of such of the Improvements as are acquired, constructed 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 or installation of the Improvements or the issuance of Bonds;

(c) all costs and expenses incurred in constructing, acquiring or installing the Improvements;

(d) payment of interest actually incurred on any interim financing obtained from a lender unrelated to the Tenant for acquisition or performance of work on the Improvements prior to the issuance of the 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 Project Lease, respectively;

(f) interest accruing on the Series 2026 Bonds prior to the Completion Date, if and to the extent Original Proceeds deposited to the credit of the Debt Service Fund pursuant to *Section 602* of this Indenture are insufficient for payment of such interest; and

(g) Costs of Issuance.

"Project Fund" means the "City of Pittsburg, Kansas Project Fund (Besse Lofts Project)" authorized and established with the Trustee pursuant to the Indenture.

"Project Lease" means the Project Lease delivered concurrently with this Indenture between the Issuer and the Tenant, as from time to time amended and supplemented in accordance with the provisions thereof and of *Article XI* of this Indenture.

"Purchase Price" means the amount set forth in the Bond Purchase Agreement.

"Real Property" means the real property (or interests therein) described in *Schedule I* to the Project Lease.

"Record Date" means the fifteenth day of the month of each Interest Payment Date, or if such date is not a Business Day, the Business Day immediately preceding such date.

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

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

"Series 2026 Bonds" means the City of Pittsburg, Kansas Taxable Industrial Revenue Bonds, Series 2026 (Besse Lofts Project) dated November 24, 2026 in the aggregate principal amount of $23,500,000.

"Site Lease" means that Site Lease dated as of November 1, 2026, as from time to time amended or supplemented, between the Tenant, as lessor, and the Issuer, as lessee, creating a leasehold interest of the Real Property for the Issuer.

"State" means the State of Kansas.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Indenture as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"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.

"Tenant" means The Besse, LLC, a Kansas limited liability company, its successors and assigns.

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

"Trustee" means Security Bank of Kansas City, Kansas City, Kansas, 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's Rights" mean the rights of the Issuer pursuant to the Project 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 Project Lease, all in accordance with the terms of the Project Lease.

Section 1.02. 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, trusts and corporations, including public bodies, as well as natural persons.

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

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

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

ARTICLE II

THE BONDS

Section 2.01. 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 Pittsburg, Kansas Taxable Industrial Revenue Bonds, Series 2026 (Besse Lofts 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 hereby expressly limited to the $23,500,000 principal amount of Series 2026 Bonds and any Additional Bonds permitted hereunder.

Section 2.02. 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 Project Lease (including, in certain circumstances, Bond proceeds and income from the temporary investment thereof and proceeds from sale of the Project or insurance proceeds and condemnation awards, if any, and are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owner(s) of Bonds, 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 thereon, nor any judgment thereon or with respect thereto, 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 thereof, 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 herein or therein imposed upon the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability or a charge upon its general credit 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 hereinabove provided. Neither the officers of the Issuer nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

Section 2.03. Denomination, Numbering and Dating of Bonds.

(a) The Bonds shall consist of fully registered Bonds in an Authorized Denomination. 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, 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 2.04. Method and Place of Payment of Bonds. 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 thereof, is legal tender for the payment of public and private debts.

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 or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic 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 ABA routing number and account number to which such Owner wishes to have such transfer directed.

Final payment of principal and redemption premium, if any, on all Bonds shall be made by check or draft upon the presentation and surrender of the certificate(s) representing such Bonds at the Maturity thereof at the principal corporate trust office of the Paying Agent.

So long as Tenant is the sole Owner of the Bonds, the Trustee shall make payments of principal and interest on such Bonds by internal journal entry on the records of the Trustee, and the Trustee shall record the amount of such debt service payments for the Bonds on behalf of the Issuer.

Section 2.05. 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 thereto or imprinted thereon. In case any officer whose signature or facsimile thereof appears on any Bond certificates shall cease to be such officer before the delivery of such Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bond certificate may be signed by such persons as 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 endorsed thereon a Certificate of Authentication substantially in the form set forth in *Article IV* hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed. 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 hereunder at any one time.

Section 2.06. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of the Series 2026 Bonds and any Additional Bonds as provided in this Indenture.

(b) Bonds may be transferred only upon the books maintained by 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 Owner(s) of Bonds 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 Denomination 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 Owner(s) of Bonds fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner(s) of Bonds 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 Owner(s) of Bonds.

(c) 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 forthwith 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 Owner(s) of Bonds 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 thereof has been selected for redemption.

(d) Any proposed transfer of Series 2026 Bonds shall be made by the Trustee only upon delivery to the Trustee, the Issuer and the Tenant of an opinion of counsel to the proposed transferor either (i) that the proposed transfer is a part of a transaction exempt from the application of the Securities Act of 1933, as amended (the "1933 Act"), or (ii) that the transfer is a part of a transaction that is in compliance with the registration provisions of the 1933 Act, which opinion shall be in form and substance acceptable to both the Trustee, the Issuer and the Tenant.

(e) All of the duties of the Trustee set forth in this *Section 2.06* 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.

Section 2.07. 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 premium, if any, 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 2.08. Authorization of Series 2026 Bonds.

(a) There shall be initially issued and secured pursuant to this Indenture, a series of Bonds in the aggregate principal amount of $23,500,000 for the purpose of providing funds to pay Project Costs, which series of Bonds shall be designated the "City of Pittsburg, Kansas Taxable Industrial Revenue Bonds, Series 2026 (Besse Lofts Project)." The Series 2026 Bonds shall be dated as of the Dated Date, shall

become due on the Principal Payment Dates in the years and in the respective principal amounts (subject to prior redemption as hereinafter provided in *Article III*) and shall bear interest from their effective date of registration or the Interest Payment Date to which interest has been paid, at the rates per annum (computed on the basis of a 360-day year of twelve 30-day

The Series 2026 Bonds shall be payable as set forth in *Appendix A* and shall be dated, bear interest, and be subject to redemption and transfer as set forth in such forms. All of the terms and provisions of the Series 2026 Bonds as set forth in *Appendix A* are incorporated into this Indenture by reference. The Series 2026 Bonds and the interest and redemption premium, if any, thereon will not be a general obligation of the Issuer, but shall be payable solely out of the revenues derived by the Issuer pursuant to the Project Lease (except to the extent payable from proceeds of sale or re-letting of the Project).

(b) Interest on the Series 2026 Bonds shall be payable to the Owners thereof in accordance with the provisions of *Article II* hereof.

(c) The Trustee is hereby designated as the Issuer's Paying Agent for the payment of the principal of, premium, if any, 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 thereof shall be their Dated Date.

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

(i) An original or certified 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 and the Project Lease.

(ii) An original executed counterpart of this Indenture.

(iii) An original executed counterpart of the Site Lease.

(iv) An original executed counterpart of the Project Lease.

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

(vi) Such other certificates, statements, 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 thereof, but only upon payment to the Trustee of the Purchase Price of the Series 2026 Bonds. The Original Proceeds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in *Article V* hereof.

Section 2.09. Authorization of Additional Bonds.

(a) 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 Bonds Outstanding at any time and from time to time, upon compliance with the conditions hereinafter provided in this Section, for any of the following purposes:

(i) To provide funds to pay the costs of completing the Improvements, the total of such costs to be evidenced by a certificate signed by the Authorized Tenant Representative.

(ii) 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 thereto or thereof.

(iii) To provide funds to pay all or any part of the costs of acquisition, purchase or construction of such additions, improvements, extensions, alterations, expansions or modifications of the Project (including additional Real Property or Improvements) or any part thereof as the Tenant 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.

(iv) To provide funds for refunding all or any part of the Bonds of any series then Outstanding, including the payment of any premium thereon and 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 Original Purchaser shall be given written notice thereof by Issuer or Tenant thereto, and the Issuer's governing body 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 Tenant to provide for rental payments at least sufficient to pay the principal of, premium, if any, 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 owners of 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* hereof 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) An original or certified 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 Project Lease.

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

(iii) An original executed counterpart of the amendment or supplement to the Project Lease, if required.

(iv) An opinion of Bond Counsel to the effect that the Additional Bonds constitute valid and legally binding obligations of the Issuer and are exempt from Kansas income taxation, subject to such limitations and restrictions as shall be described therein.

(v) 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 duly made for the payment of all of the Bonds to be refunded in accordance with the provisions of *Article XII* of this Indenture.

(vi) A copy of the written notice to the Original Purchaser.

(vii) Such other instructions, certificates, 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 and premium 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* hereof and in the Supplemental Indenture authorizing the issuance of such Additional Bonds. The proceeds (excluding accrued interest and premium, if any, which shall be deposited in the Debt Service Fund) 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, premium, if any, and interest on the Bonds to be refunded, as provided in *Section 12.02* hereof 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 Tenant.

Section 2.10. Temporary Bonds.

(a) Until definitive Bonds of any series are available for delivery, the Issuer may execute, and upon request of the Issuer, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same limitations and conditions as definitive Bonds, temporary printed, engraved, lithographed or

typewritten Bonds, in the form of fully registered Bonds in denominations of $5,000 or any integral multiple thereof, substantially of the tenor hereinabove set forth and with such appropriate omissions, insertions and variations as may be required with respect to such temporary Bonds.

(b) If temporary Bonds shall be issued, the Issuer shall cause the definitive Bonds to be prepared and to be executed and delivered to the Trustee, and the Trustee, upon presentation to it at its principal office of any temporary Bond shall cancel the same and authenticate and deliver in exchange therefor, without charge to the Owner thereof, a definitive Bond or Bonds of an equal aggregate principal amount, of the same series and maturity and bearing interest at the same rate as the temporary Bond surrendered. Until so exchanged the temporary Bonds shall in all respects be entitled to the same benefit and security of this Indenture as the definitive Bonds to be issued and authenticated hereunder.

Section 2.11. 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 thereof. 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 therewith.

Section 2.12. 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 thereof 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.

Section 2.13. Payments Due on Saturdays, Sundays and Holidays. In any case where the Maturity of any Bonds shall not be a Business Day, then payment of principal, premium, if any, 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, and no interest shall accrue for the period after such date.

Section 2.14. Nonpresentment of Bonds. In the event that any Bond shall not be presented for payment when the principal thereof becomes due, either at its Stated Maturity or Redemption Date, 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 Owner(s) of Bonds 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 Owner(s) of Bonds, 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 Tenant 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 Tenant, subject to the defense of any applicable statute of limitation, and the Owner thereof shall be entitled to look only to the Tenant for payment, and then only to the extent of the amount so repaid, and the Tenant shall not be liable for any additional interest thereon.

ARTICLE III

REDEMPTION OF BONDS

Section 3.01. Redemption of Bonds Generally. The Series 2026 Bonds shall be subject to redemption prior to Stated Maturity in accordance with the terms and provisions of this Article. Additional Bonds shall be subject to redemption prior to Stated 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.

Section 3.02. Redemption of Series 2026 Bonds. The Series 2026 Bonds shall be subject to redemption and payment prior to Stated Maturity, at the option of the Issuer, upon instructions from the Tenant, on and after November 24, 2026, as a whole or in part on any date, at the redemption price of the par value of the principal amount thereof, without premium.

Section 3.03. Selection of Bonds to be Redeemed.

(a) Bonds shall be redeemed only in Authorized Denominations. If less than all of the Outstanding Bonds of any series are to be redeemed and paid prior to Stated Maturity, such Bonds shall be redeemed as directed in writing by the Tenant. Bonds of less than a full Stated Maturity are to be selected by the Trustee in such equitable manner as it may determine.

(b) In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it was a separate Bond of the minimum Authorized Denomination. If it is determined that one or more, but not all, of the minimum Authorized Denomination units of face value represented by any fully registered Bond is selected for redemption, then the Owner of such Bond or his attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (i) for payment of the redemption price (including the premium, if any, and interest to the Redemption Date) of the minimum Authorized Denomination unit or units of face value called for redemption, and (ii) for exchange, without charge to the Owner thereof, 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 of a denomination greater than a minimum Authorized Denomination shall fail to present such Bond to the Trustee for payment and exchange, 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 3.04. 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 mandatory redemption of Term Bonds, 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 Owner(s) of Bonds as provided herein. The Trustee shall call Bonds for redemption and payment as herein provided and shall give notice of redemption as provided in *Section 3.05* hereof 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 Tenant. 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 herein, no request from the Issuer or instructions from the Tenant shall be necessary.

Section 3.05. Notice of Redemption. Notice of the call for any redemption identifying the Bonds or portions thereof 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 to the Owner of each Bond to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, failure to give such notice by mailing, 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 Redemption Date, the place or places at which such Bonds shall be presented for payment, the series, maturities and numbers of the Bonds or portions of Bonds to be redeemed (and in the case of the redemption of a portion of any Bond the principal amount thereof 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 3.06. Effect of Call for Redemption. 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, accrued interest thereon to the Redemption Date and the redemption premium, if any. Upon the deposit of such funds or Government Securities, and notice having been given as provided in *Section 3.05* hereof, 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 4.01. 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 legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

Section 4.02. Bond Counsel's Approving Opinion. If printed on the Bond certificates, Bond Counsel's approving opinion with respect to the authorization and issuance of the Bonds shall be preceded by the following certificate:

I, the undersigned, City Clerk of the City of Pittsburg, Kansas hereby certify that the following is a true and correct copy of the complete final legal opinion of Gilmore & Bell, P.C., Bond Counsel, on the within Bond and the series of which the Bond is a part, except that it omits the date of such opinion, that the legal opinion was manually executed and was dated and issued as of the date of delivery of and payment for such Bonds, and is on file with Security Bank of Kansas City, Kansas City, Kansas.

(facsimile signature)
City Clerk of the City of Pittsburg, Kansas

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 5.01. Creation of Funds and Accounts. There are hereby authorized to be established in the custody of the Trustee the following Funds and Accounts:

(a) "City of Pittsburg, Kansas Project Fund (Besse Lofts Project)"

(b) "City of Pittsburg, Kansas Debt Service Fund (Besse Lofts Project)"

The Trustee may create separate subaccounts in any Fund or Account for each series of Bonds issued pursuant to the Indenture.

Section 5.02. Deposit of Bond Proceeds. Except as otherwise provided in *Section 4.1* of the Project Lease, the net proceeds received from the sale of the Series 2026 Bonds shall be deposited simultaneously with the delivery of the Series 2026 Bonds as follows:

(a) All accrued interest and premium, if any, received from the sale of the Series 2026 Bonds shall be deposited in the Debt Service Fund.

(b) The remaining balance of proceeds derived from the sale of the Series 2026 Bonds shall be deposited in the Project Fund.

ARTICLE VI

REVENUES AND FUNDS

Section 6.01. Deposits into the Project Fund. In addition to the amounts required to be paid into the Project Fund pursuant to *Section 5.02* hereof, the following funds shall be paid over to and deposited by the Trustee into the Project Fund, as and when received:

(a) The earnings accrued on the investment of moneys in the Project Fund and required to be deposited into the Project Fund pursuant to *Section 7.02* hereof.

(b) If required by a Supplemental Indenture authorizing the issuance of Additional Bonds, additional amounts from the proceeds of such Additional Bonds required to acquire, construct and install the Project Additions.

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

(d) 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 Project Lease.

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

Section 6.02. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of Project Costs (other than Costs of Issuance) in accordance with the provisions of *Article V* of the Project Lease. The Trustee hereby 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 Improvements have been completed the Trustee, if requested, shall file a statement of receipts and disbursements with respect thereto with the Issuer and the Tenant.

(c) 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 Tenant of the Certificate of Completion required by *Section 5.5* of the Project Lease. Any balance remaining in the Project Fund shall without further authorization be deposited in the Debt Service Fund and applied by the Trustee solely to the payment of principal of the Bonds through the payment on a Stated Maturity or redemption thereof on any Redemption Date specified in the optional redemption provisions of *Section 3.02* hereof, or as otherwise permissible in the opinion of Bond Counsel.

Section 6.03. Disposition Upon Acceleration. If the principal of the Bonds shall have become due and payable pursuant to *Section 9.01* of this Indenture, upon the date of payment by the Trustee of any moneys due as hereinafter provided in *Article IX*, any balance remaining in the Project Fund shall, without further authorization, be deposited in the Debt Service Fund by the Trustee.

Section 6.04. Deposits into the Debt Service Fund. In addition to the amounts required to be paid into the Debt Service Fund pursuant to *Section 5.02* hereof, the Trustee shall deposit into the Debt Service Fund, as and when received, the following:

(a) If required by a Supplemental Indenture authorizing the issuance of Additional Bonds, proceeds of such Additional Bonds in an amount not to exceed the sum which, when added to the accrued interest and premium, if any, 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.

(b) All Basic Rent payable by the Tenant to the Issuer specified in *Section 3.1* of the Project Lease.

(c) Any amount in the Project Fund to be transferred to the Debt Service Fund pursuant to the provisions of this Indenture

(d) All interest and other income derived from investments of Debt Service Fund moneys as provided in *Section 7.02* hereof.

(e) All other moneys received by the Trustee under and pursuant to any of the provisions of the Project Lease, except Additional Rent, or when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Debt Service Fund.

Section 6.05. Application of Moneys in the Debt Service Fund.

(a) Except as provided in subsection (d) of this Section, moneys in the Debt Service Fund shall be expended solely for the payment of the principal of, premium, if any, and interest on the Outstanding Bonds as the same mature and become due or upon the redemption thereof prior to maturity.

(b) The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Debt Service Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable and to make the funds so withdrawn available to the Paying Agent for the purpose of paying the principal, premium, if any, and interest. As long as Tenant is the Owner of all of the Outstanding Bonds, payment may be made via transaction entry on the trust records held by the Trustee.

(c) The Trustee, upon written direction of the Issuer and the Tenant, shall use any excess moneys in the Debt Service Fund (other than investment earnings credited to such account) and any moneys paid to the Trustee for deposit in the Debt Service Fund pursuant to the Project Lease to redeem Outstanding Bonds, interest accruing thereon prior to such redemption, and redemption premium, if any, in accordance with and to the extent permitted by *Article III* hereof so long as the Tenant is not in default with respect to payments of Basic Rent under the Project Lease and to the extent the 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 Tenant may also direct such excess moneys in the Debt Service Fund or such part thereof or other moneys of the Tenant, as the Tenant 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 Debt Service Fund after the principal of, premium, if any, and interest on the Bonds shall have been paid in full or provision made therefor in accordance with *Article XII* hereof, shall be paid to the Tenant by the Trustee.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 7.01. 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 Project 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 such as may be agreed upon in writing.

Section 7.02. Investment of Moneys in Funds. Moneys held in each of the Funds and Accounts shall be separately invested and reinvested by the Trustee in accordance with the provisions hereof, at the written direction of the Authorized Tenant Representative (or in the absence of such written

direction, as provided in *subsection (e)* of the definition of Investment Securities) in Investment Securities which mature or are subject to redemption by the owner prior to the date such funds will be needed. The Trustee may make any investments permitted by this Section through its own bond department or short-term investment department and may pool moneys for investment purposes, except moneys held in the yield restricted portion of any fund or account, which shall be invested separately. Any such Permitted Investments 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. The interest earned on and any profit realized from Investment Securities held in any Fund or Account under this Indenture shall be deposited into the Debt Service Fund. Any loss resulting from such Investment Securities shall be charged to such Fund or Account in which such Investment Securities generating the loss are held. The Bond Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in such Fund or Account is insufficient for the purposes of such Fund or Account.

Section 7.03. Record Keeping. The Trustee shall maintain records demonstrating compliance with the provisions of this Article and with the provisions of *Article VI* for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 8.01. Payment of Principal of, Premium, if any, 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 well as moneys held for such purposes hereunder) as described herein, promptly pay or cause to be paid the principal of, premium, if any, and interest on the Bonds as the same become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof, 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 Project 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 Owner(s) of Bonds to protect the rights and security of the Owner(s) of Bonds 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 Issuer from the Project to provide for payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable. 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 8.02. Authority to Execute Indenture and Issue Bonds. The Issuer covenants, to the best of its knowledge and belief, that: (i) it is duly authorized under the constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth (including the creation of a security interest therein); (ii) 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 (iii) the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the Issuer according to the import thereof.

Section 8.03. Performance of Covenants. The Issuer covenants that it will endeavor to faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto.

Section 8.04. Instruments of Further Assurance. The Issuer covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to secure the payment of the principal of, premium, if any, and interest on the Bonds. The Issuer covenants and agrees that, except as herein and in the Project Lease provided, it will not sell, convey, lease, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Project Lease, or of its rights under the Project Lease.

Section 8.05. Recording and Filing. The Issuer shall cause the Project Lease and all amendments to the Project Lease or appropriate memoranda thereof and all appropriate financing statements and other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owner(s) of Bonds and the rights of the Trustee hereunder. The Issuer hereby authorizes the Trustee to make any such filings for it. The Trustee shall cause all appropriate continuation statements of financing statements initially recorded 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 8.06. Maintenance, Taxes and Insurance. The Issuer represents that pursuant to the provisions of *Articles VI, VII* and *X* of the Project Lease, the Tenant 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 Tenant.

Section 8.07. 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 reasonable times during regular business hours, be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 8.08. Enforcement of Rights Under the Site Lease and Project Lease. The Site Lease and Project Lease, duly executed counterparts of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the Tenant, including provisions that subsequent to the issuance of the Bonds and prior to their payment in full or provision for payment thereof in accordance with the provisions hereof, the Site Lease and Project Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, and reference is hereby made to the Site Lease and Project Lease for a detailed statement of the covenants and obligations of the Tenant thereunder, and the Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Tenant under and pursuant to the Site Lease and Project Lease for and on behalf of the Owners, whether or not an Event of Default exists hereunder.

Section 8.09. Possession and Use of Project. So long as not otherwise provided in this Indenture, the Tenant shall be suffered and permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Project Lease.

ARTICLE IX

REMEDIES ON DEFAULT

Section 9.01. 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 Owner(s) of Bonds owning not less than 25% in aggregate principal amount of Bonds then Outstanding shall, by notice in writing delivered to the Issuer and the Tenant, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

(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 Project Lease 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 Owner(s) of Bonds owning at least 51% 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 Owner(s) of Bonds 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 9.02. 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 Owner(s) of Bonds owning not less than 25% 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 Owner(s) of Bonds to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the Issuer as herein set forth.

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

(c) In any litigation with the Tenant after an Event of Default, the Trustee may, after obtaining the written approval of Owner(s) of Bonds owning at least 51% 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 Owner(s) of Bonds, even if such settlement involves selling the Real Property and Improvements 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 9.03. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default shall have occurred and be continuing, the Issuer, upon demand of the Trustee, shall forthwith surrender the possession of, and the Trustee, by such officer or agent as it may appoint, may take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the Issuer pertaining thereto, and including the rights and the position of the Issuer under the Site Lease and Project Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements; and the Trustee may lease the Project or any part thereof, in the name and for account of the Issuer, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including (i) reasonable compensation to the Trustee, its agents and counsel, (ii) any charges of the Trustee hereunder, (iii) any taxes and assessments and other charges prior to the lien of this Indenture, (iv) any costs and expenses of the Issuer in connection with the Project and (v) all expenses of such repairs and improvements, and the Trustee shall apply the remainder of the moneys so received in accordance with *Section 9.10*. Whenever all that is due upon the Bonds shall have been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the Issuer, its successors and assigns, the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of such property, the Trustee shall render annually to the Issuer and the Tenant a summarized statement of receipts and expenditures in connection therewith

Section 9.04. Sale in Event of Default. If an Event of Default shall have occurred and be continuing, the Trustee, as assignee of the Issuer, may (but shall not be required to) sell the Issuer's interest in the Project on behalf of the Issuer in accordance with the provisions of the Site Lease and Project Lease, and the Trustee or the Owner or Owners of any of the Bonds then Outstanding, whether or not then in default in the payment of principal or interest, may become the purchaser at any such sale to the highest bidder.

In the event of such a sale, the Issuer and the Trustee shall execute and deliver any necessary or appropriate instrument of conveyance of the Issuer's interest in the Project to the purchaser or purchasers thereof, and any statement or recital of fact in such deed in relation to the nonpayment of the Bonds, default, existence of the Bonds, notice of advertisement, sale, receipt of money, and the happening of any event whereby a prima facie evidence of the truth of such statement or recital. The Bond Trustee shall receive the proceeds of sale and pay the same in accordance with *Section 9.10(b).*

Section 9.05. Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 9.06. Limitation on Exercise of Remedies by Owner(s) of Bonds. No Owner(s) of Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (i) a default has occurred of which the Trustee has knowledge, (ii) such default shall have become an Event of Default, (iii) Owner(s) of Bonds owning at least 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed 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 hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owner(s) of Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Bonds then Outstanding.

Section 9.07. Right of Owner(s) of Bonds to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, Owner(s) of Bonds owning at least 51% 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 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 proceedings so directed would expose the Trustee to personal liability.

Section 9.08. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owner(s) of Bonds 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 Owner(s) of Bonds hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default hereunder, whether by the Trustee or by the Owner(s) of Bonds, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 9.09. 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 Owner(s) of Bonds owning at least 51% in aggregate principal amount of all the Bonds then Outstanding and satisfaction of the conditions set forth in *Section 9.01(b)*. In case of any such waiver or rescission, or in case any proceedings taken by the Trustee under this Indenture on account of any such default shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee and the Owner(s) of Bonds shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 9.10. Application of Money Received after Event of Default.

(a) If the principal of all Bonds shall have become due and payable after the occurrence of an Event of Default, all moneys thereafter received from the Tenant, from sale or reletting of the Project shall be deposited in the Debt Service Fund and all moneys in the Debt Service Fund shall be applied as follows:

first: To the payment of Default Administration Costs;

second: To the payment of the whole amount then due and unpaid upon the Outstanding Bonds for principal and premium, if any, and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Bonds) on overdue principal and premium, if any, and on overdue installments of interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the Bonds, then to the payment of such principal, premium and interest, without any preference or priority, ratably according to the aggregate amount so due;

third: To the payment of any other amounts required to be paid under this Indenture or the Project Lease; and

fourth: To the payment of the remainder, if any, to the Tenant or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

(b) Whenever moneys are to be applied by the Issuer or the Trustee pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee in its sole discretion determines, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future; the deposit of such moneys with the Trustee in trust for the proper purpose shall constitute proper application by the Issuer; and the Issuer shall incur no liability to any Owner(s) of Bonds or to any other person for any delay in applying any such moneys, so long as the Issuer acts with reasonable diligence, having due regard to the circumstances, and moneys are applied in accordance with such provisions of this Indenture. Whenever the Trustee exercises such discretion in applying such moneys, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to any Owner(s) of Bonds of any unpaid Bond until the Bond certificate(s) representing Bonds owned are surrendered to the Trustee as Bond Registrar for appropriate endorsement, or for cancellation if fully paid.

(c) Whenever the principal of and premium, if any, and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid, any balance remaining in the Debt Service Fund shall be paid to the Tenant as provided in *Section 6.07(d)*.

ARTICLE X

THE TRUSTEE

Section 10.01. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform the trusts in the manner in which a corporate trustee ordinarily would perform the trusts under a corporate indenture, and the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise as a prudent corporate trust officer would exercise or use under the circumstances, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) 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 Trust Indenture and those rights, duties, responsibilities, and obligations which are reserved to or imposed upon the Issuer under this Trust Indenture, the Site Lease and the Project 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.

(b) 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 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 Trust Indenture and the Project Lease. 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 Owner(s) of Bonds relative to the Bonds or the obligations relating thereto allowed in any judicial proceeding.

(c) 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 rely upon the opinion or advice of counsel, who may be counsel to the Trustee, Issuer or the Tenant, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof.

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

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any 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 Site Lease or the Project Lease believed by it to be genuine and correct and to have been signed, presented or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is an Owner(s) of Bonds, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in substitution thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the mayor of the Issuer or the Authorized Tenant Representative as sufficient evidence of the facts therein contained, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

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

(i) 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.

(j) 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.

(k) The Trustee shall not be required to take notice of, or be deemed to have notice of, any default hereunder or under the Site Lease or Project Lease, except the failure by the Issuer to cause to be made any of the payments required to be made under the Project Lease or in accordance with *Article VI* hereof, or the failure by the Issuer to cause compliance by the Tenant with the insurance provisions of *Article VI* of the Project Lease, unless the Trustee shall have been specifically notified in writing of such default by the Issuer or by Owner(s) of Bonds owning at least 25% in aggregate principal amount of all Bonds then Outstanding.

(l) The Trustee may inform the Owner(s) of Bonds of environmental hazards that the Trustee has reason to believe exist with respect to the Project, the Real Property 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 Real Property, the Improvements, the enforcement of any remedies hereunder or under the Project Lease, the Trust Estate, or any portion thereof, if, in the reasonable 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.

Section 10.02. 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, 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 Tenant for the payment of all fees, charges and expenses of the Trustee and any Paying Agents as provided in the Project 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, redemption premium, if any, 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 Project Lease.

Section 10.03. Notice to Owner(s) of Bonds 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 Owner(s) of Bonds, as shown by the bond registration books required to be maintained by the Trustee and kept at the principal office of the Trustee.

Section 10.04. 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 Owner(s) of Bonds, the Trustee may intervene on behalf of the Owner(s) of Bonds and shall do so if requested in writing by Owner(s) of Bonds owning at least 25% of the aggregate principal amount of Bonds then Outstanding and if provided with indemnity satisfactory to the Trustee.

Section 10.05. 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 10.06. Resignation of Trustee. The Trustee may resign by an instrument in writing delivered by registered or certified mail to the Issuer and the Tenant to take effect not sooner than 90 days after its delivery, whereupon the Issuer, with the consent of the Tenant, shall immediately, in writing, designate a successor Trustee; provided, however, 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 Tenant 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.

Section 10.07. 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 or the Tenant; 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 or the Tenant, concurrently with giving notice to the Trustee, shall give notice by first class mail of the proposed removal of the Trustee to all Owner(s) of Bonds. Unless Owner(s) of Bonds owning at least 51% in principal amount 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 may be removed at any time by the written direction of Owner(s) of Bonds owning at least 51% in aggregate principal amount of Bonds then Outstanding.

Section 10.08. 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 Tenant.

Section 10.09. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Tenant an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; 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 10.10. 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 Project Lease, and the Tenant has failed after 30 days written notice to make such payment the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owner(s) of Bonds 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, premium, if any, 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 Owner(s) of Bonds owning at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 10.11. 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 Site Lease or the Project Lease, and in particular in case of the enforcement of either a 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 10.12. Annual Accounting. The Trustee shall render an annual accounting to the Tenant, to the Issuer upon request, and to any Owner(s) of Bonds requesting the same in writing and remitting 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 10.13. Performance of Duties under the Site Lease and Project 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 Site Lease and Project Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 11.01. Supplemental Indentures Not Requiring Consent of Owner(s) of Bonds. The Issuer and the Trustee may from time to time, without the consent of any of the Owner(s) of Bonds, 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 Owner(s) of Bonds;

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

(c) To more precisely identify the Project or to add additional property thereto;

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

(e) To issue Additional Bonds as provided in *Section 2.09* hereof.

Section 11.02. Supplemental Indentures Requiring Consent of Owner(s) of Bonds.

(a) Exclusive of Supplemental Indentures described in *Section 11.01* hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owner(s) of Bonds owning not less than 66-2/3% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, except as provided in subparagraph (b) of this *Section 11.02*, nothing in this Section contained shall permit or be construed as permitting (i) an extension of the maturity of the principal of or the accrual of, or dates of payment of, interest on any Bond issued hereunder, or (ii) a reduction in the principal amount of any Bond or the rate of interest thereon, or (iii) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (iv) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) Any provision of this Indenture or the Bonds may be amended with the written consent of the Owners owning 100% in aggregate principal amount then Outstanding.

Section 11.03. Tenant's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights of the Tenant shall not become effective unless and until the Tenant shall have consented in writing to the execution and delivery of such Supplemental Indenture, provided that receipt by the Trustee of an amendment to the Project Lease executed by the Tenant in connection with the issuance of Additional Bonds under *Section 2.09* hereof shall be deemed to constitute consent of the Tenant to the execution of a Supplemental Indenture pursuant to *Section 2.09* 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 2.09* hereof) together with a copy of the proposed Supplemental Indenture to be mailed to the Tenant at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

ARTICLE XII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 12.01. Satisfaction and Discharge of the Indenture.

(a) When the principal of, premium, if any, 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 12.02* 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 Agent 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 Debt Service Fund required to be paid to the Tenant under *Section 6.07(d)* 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 accrued 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 the Indenture.

(b) The Issuer is hereby authorized to accept a certificate by the Trustee that the principal of, premium, if any, and interest due and payable upon all of the Bonds then Outstanding and all amounts required to be paid to the United States have been paid or such payment provided for in accordance with *Section 12.02* hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall deem this Indenture discharged.

Section 12.02. 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 the applicable premium, if any, on such Bonds, plus 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 caused 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 (A) moneys sufficient to make such payment or (B) non-callable Government Securities

maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment. Bonds shall also be deemed paid if the Bond certificate(s) are surrendered to the Bank as paying agent, accompanied by a written communication from the registered Owner waiving payment and directing that they be cancelled without actual payment. At such time as a Bond shall be deemed to be paid hereunder, 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. As a condition to the Bonds being deemed paid, the Trustee shall have received an opinion of Bond Counsel to the effect that the conditions of this Section have been satisfied.

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

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.01. Consents and Other Instruments by Owner(s) of Bonds.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owner(s) of Bonds may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owner(s) of Bonds 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.

(ii) The fact of ownership of Bonds and the amount or 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 Owner(s) of Bonds 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 Tenant or any affiliate of the Tenant 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 Tenant; 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 if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Tenant or any affiliate of the Tenant.

Section 13.02. Limitation of Rights Under the 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 Owner(s) of Bonds, 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 Tenant and the Owner(s) of Bonds as herein provided.

Section 13.03. 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, to the Notice Representative.

All notices given by certified or registered mail shall be deemed duly given as of the date they are so mailed. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Tenant to the other shall also be given to the Trustee. The Issuer, the Trustee and the Tenant 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 13.04. 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 13.05. 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 13.06. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.07. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 13.08. Electronic Transactions. 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.

[BALANCE OF THIS 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.

CITY OF PITTSBURG, KANSAS

[SEAL] By: _____
Mayor

ATTEST:

_____
City Clerk "ISSUER"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF CRAWFORD)

This instrument was acknowledged before me on November _____, 2026 by Chuck Munsell as Mayor of the City of Pittsburg, Kansas, a municipal corporation of the State of Kansas.

[SEAL] _____
Notary Public

My Appointment 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, all as of the date first above written.

SECURITY BANK OF KANSAS CITY
Kansas City, Kansas,
as Trustee

By: _____
Name: Bonnie Mosher
Title: Senior Vice President

"TRUSTEE"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on November _____, 2026, by Bonnie Mosher, Senior Vice President and Trust Officer of Security Bank of Kansas City, a banking corporation or association organized under the laws of the United States of America or one of the states thereof.

[SEAL]

_____
Notary Public

My Appointment Expires:

_____

APPENDIX A

FORM OF BONDS

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. NO TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION OF THIS SECURITY SHALL BE MADE. THE TRUSTEE SHALL BE CONSIDERED UNDER "STOP TRANSFER" ORDERS FOR ALL TRANSFERS OF BONDS UNLESS: (i) THERE SHALL HAVE BEEN DELIVERED TO THE ISSUER, THE TENANT AND THE TRUSTEE PRIOR TO THE TRANSFER, SALE ASSIGNMENT OR HYPOTHECATION AN OPINION OF NATIONALLY RECOGNIZED BOND OR SECURITIES COUNSEL, SATISFACTORY TO THE ISSUER, THE TENANT AND THE BANK, TO THE EFFECT THAT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED; OR (ii) THERE SHALL BE A REGISTRATION STATEMENT IN EFFECT UNDER THE SECURITIES ACT OF 1933 AND UNDER ANY APPLICABLE STATE SECURITIES LAWS REQUIRING A STATE-LEVEL REGISTRATION STATEMENT WITH RESPECT TO THE TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AND, IN THE CASE OF BOTH (i) AND (ii), THERE SHALL HAVE BEEN COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER. THE TRUSTEE SHALL NOT TRANSFER THIS BOND EXCEPT IN ACCORDANCE WITH THIS LEGEND AND THE CORRELATIVE PROVISIONS OF THE INDENTURE.

THIS SERIES 2026 BOND IS NOT AN OBLIGATION ON WHICH THE INTEREST IS EXCLUDABLE FROM GROSS INCOME UNDER SECTION 103 OF THE INTERNAL REVENUE CODE OF THE UNITED STATES OF AMERICA, AS AMENDED. THE OWNER OF THIS SERIES 2026 BOND SHOULD NOT REGARD THE INTEREST HEREON AS BEING EXEMPT FROM FEDERAL INCOME TAXATION.

No. _____ $_____

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF CRAWFORD
CITY OF PITTSBURG, KANSAS
TAXABLE INDUSTRIAL REVENUE BOND
SERIES 2026
(BESSE LOFTS PROJECT)

Interest Rate:	Maturity Date:	Dated Date:	CUSIP:

Registered Owner: _____

Principal Amount: _____Dollars

The City of Pittsburg, Kansas, a body politic and corporate, incorporated as a city of first class of the State of Kansas (the "Issuer"), for value received, promises to pay, but solely from the sources hereinafter referred to, to the Registered Owner identified above, or registered assigns, the principal sum identified above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable on December 31, 2036 (the "Interest Payment Dates").

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 thereof, upon presentation and surrender of this Bond at the principal corporate trust office or other

designated office of Security Bank of Kansas City in Kansas City, Kansas (the "Paying Agent" and "Trustee"). 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 Trustee at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to any Owner of $500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer 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 thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Indenture.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Indenture.

This Bond certificate evidences ownership of a part of a duly authorized series of Bonds of the Issuer designated "City of Pittsburg, Kansas Taxable Industrial Revenue Bonds, Series 2026 (Besse Lofts Project)," in the aggregate original principal amount of $23,500,000 (the "Series 2026 Bonds"), issued for the purpose of providing funds to pay the costs of acquiring, constructing and equipping of a commercial and educational facility (the "Project"), to be leased by the Issuer to The Besse, LLC, a Kansas limited liability company (the "Tenant"), under the terms of a Project Lease dated as of November 1, 2026, between the Issuer and the Tenant (the Project Lease, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Project 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*. and pursuant to proceedings duly had by the governing body of the Issuer.

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 (the 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 Owner(s) of Bonds, and the terms upon which the Bonds are issued and secured.

The Series 2026 Bonds are subject to redemption and payment prior to Stated Maturity, at the option of the Issuer, upon instructions from the Tenant, on and after November 24, 2026, as a whole or in part on any date, at the redemption price of the par value of the principal amount thereof, without premium.

When any Bonds are called for redemption, 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 each Bond to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds. If less than all of the

Outstanding Bonds of this series are called for redemption, Bonds shall be redeemed as directed in writing by the Tenant. Bonds of less than a full maturity shall be selected by the Trustee in such equitable manner as it may determine. All Bonds so 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 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 Project Lease, and are secured by a pledge of the Project (including any Project Additions) as described in the Project 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 Project 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 do not constitute an indebtedness within the meaning of constitutional or statutory debt limitations or restrictions. Pursuant to the provisions of the Project Lease, Basic Rent is to be paid by the Tenant 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 Pittsburg, Kansas Debt Service Fund (Besse Lofts 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 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 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 Tenant has agreed to pay as Additional Rent under the Project 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 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 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, Issuer has caused this 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 Bonds to be dated as of November 24, 2026.

CITY OF PITTSBURG, KANSAS

(Facsimile Seal)

By: _____
Mayor

ATTEST:

_____
City Clerk

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond certificate evidences ownership of the City of Pittsburg, Kansas Taxable Industrial Revenue Bonds, Series 2026 (Besse Lofts Project), as described herein and in the within-mentioned Trust Indenture. The date of authentication of this Bond is _____.

Security Bank of Kansas City
Kansas City, Kansas,
Trustee

By: _____
Authorized Signature

(FORM OF ASSIGNMENT)

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

_____
Print or Type Name and Address of Transferee

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 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) or any similar rule which the Trustee deems applicable.

THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, OR IN A TRANSACTION EXEMPT FROM THE APPLICATION OF FEDERAL AND STATE SECURITIES LAWS.

GILMORE & BELL, P.C.
OCTOBER 19, 2026

SITE LEASE

BY AND BETWEEN

THE BESSE, LLC
As Lessor

AND

CITY OF PITTSBURG, KANSAS
As Issuer

DATED AS OF NOVEMBER 1, 2026

SITE LEASE

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SITE LEASE

THIS SITE LEASE entered into as of November 1, 2026 between The Besse, LLC, a Kansas limited liability company (the "Lessor"), and the City of Pittsburg, Kansas, a municipal corporation incorporated as a city of the first class under the laws of the State of Kansas (the "Issuer");

WITNESSETH:

WHEREAS, Lessor has requested that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2026 (Besse Lofts Project) (the "Bonds") under and pursuant to K.S.A. 12-1740 *et seq.*, as amended (the "Act"), for the purpose of financing the acquisition, construction and equipping of a commercial and educational facility (the "Improvements"), which Bonds shall be issued and secured under the provisions of an Ordinance duly enacted by the Issuer and a Trust Indenture dated as of November 1, 2026 (the "Indenture") entered into between the Issuer and Security Bank of Kansas City, as Trustee (the "Trustee"); and

WHEREAS, the Improvements are to be constructed and installed on a tract of land (the "Real Property") more specifically described in *Schedule I* attached hereto, which property is owned by the Lessor; and

WHEREAS, the Project, consisting of the leasehold under this Site Lease and the Improvements located on the Real Property shall be leased by the Issuer to the Lessor, as Tenant, under and pursuant to a Lease dated as of November 1, 2026 (the "Project Lease"); and

WHEREAS, in consideration of the issuance of the Bonds by the Issuer and the execution and delivery by the Issuer of the Project Lease, the Lessor is willing to lease the Real Property to provide the Issuer a leasehold interest in the Real Property; and

WHEREAS, the Lessor will not take any action to disturb, alter, avoid or set aside the leasehold interest of the Issuer created under this Site Lease as long as the Bonds are outstanding;

THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which consideration is hereby acknowledged, the Lessor and the Issuer agree as follows:

ARTICLE I

Section 1.1. Representation and Covenants of Lessor. The Lessor makes the following representations and covenants:

(a) It is a Kansas limited liability company duly authorized and qualified to do business in the state of Kansas (the "State"), with lawful power and authority to enter into this Site Lease, acting by and through a designated signatory.

(b) It (i) shall maintain its authority to do business in the State, and (ii) shall not initiate any proceedings to liquidate without providing written notice to the Issuer and Trustee.

(c) To the knowledge of the Lessor, neither the execution nor delivery of this Site 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 Site Lease contravenes any provisions of its articles of organization and operating agreement, or conflicts with or results in a material breach of the terms, conditions

or provisions of any mortgage, debt, agreement, indenture or instrument to which it is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a 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 whatsoever upon any of its property or assets under the terms of any mortgage, debt, agreement, indenture or instrument, or violates any existing law, administrative regulation or court order or consent decree to which it is subject.

(d) This Site Lease constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

Section 1.2. Representations and Covenants by the Issuer. The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

(a) It is a municipal corporation duly incorporated and existing as a city of the first class under the constitution and laws of the State. Under the provisions of the Act, the Issuer has the power to enter into and perform the transactions contemplated by this Site Lease and the Project Lease and to carry out its obligations hereunder and 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 its interest in, the Real Property, except for the pledge of its leasehold interest in the Real Property under this Site Lease to the payment of the Bonds.

(c) Except as otherwise provided herein or in the Indenture, it will not during the Site Lease 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 to be placed against its interest in the Real Property, except for the pledge of the Project pursuant to the Indenture.

(d) It has duly authorized the execution and delivery of this Site Lease in connection with the execution and delivery of the Project Lease.

ARTICLE II

Section 2.1. Grant of Leasehold. Lessor, in consideration of the issuance of the Bonds and the contemporaneous execution and delivery of the Project Lease, hereby rents, leases and lets unto the Issuer, and the Issuer hereby rents, leases and hires from Lessor, upon and subject to the terms and conditions hereinafter set forth, the Real Property for a term commencing as of the date of this Site Lease and ending on December 31, 2036 (or such earlier date as the principal of, redemption premium, if any, and interest on all Outstanding Bonds is paid in full or the Project Lease terminates in accordance with *Section 17.3* thereof) (the "Site Lease Term").

Section 2.2. Consideration. The issuance of the Bonds and the contemporaneous execution and delivery of the Project Lease by the Issuer are the sole consideration to be received by the Lessor for the grant of this Site Lease. No cash rentals shall be payable hereunder.

Section 2.3. Impositions. Lessor, as Tenant under the Project Lease, shall bear, pay and discharge, before the delinquency thereof, any and all taxes and assessments, general and special, which may be lawfully levied or assessed against or in respect of the Real Property, or any part thereof, or any improvements at any time erected thereon, and all water and sewer charges, assessments (including special assessments) and other similar governmental charges whatsoever, foreseen or unforeseen, which if not paid when due would

encumber the fee simple title to the Real Property ("Impositions"). In the event any Impositions may be lawfully paid in installments, Lessor shall be required to pay only such installments thereof as become due and payable during the term of this Site Lease, as and when the same become due and payable.

Section 2.4. Contest of Impositions. Lessor, as Tenant under the Project Lease, shall have the right to contest the validity or amount of any Imposition by appropriate legal proceeding instituted at least ten days before the Imposition complained of becomes delinquent, on the condition that Lessor or its sublessee shall give Issuer written notice of its intention to do so and shall diligently prosecute any such contest, effectively stay or prevent official or judicial sale therefor, under execution or otherwise, and shall promptly pay any final judgment in forcing the Imposition so contested and thereafter secure record release or satisfaction thereof.

Section 2.5. Assignment and Sublease. Issuer covenants that it will not, without Lessor's written consent, unless required by law, ordinance or the terms of the Project Lease or the Indenture, sell, assign, sublease or otherwise part with or encumber its interest in the Real Property at any time during the Site Lease Term, except that Issuer may sublease the Real Property to the Lessor as a part of property leased by the Issuer pursuant to the Project Lease.

Section 2.6. Use of Real Property. Except as may be stated to the contrary in this Site Lease, Issuer shall have no right or authority with respect to the Real Property except to lease the Real Property pursuant to the Project Lease for use as provided therein. The parties will comply with all federal, state and local laws, regulations and requirements as to the manner of use or the condition of the Real Property, or of adjoining public ways, now or hereafter applicable to the Real Property, and Issuer shall comply with the mandatory requirements of all insurers under policies required to be carried under the provisions of the Project Lease.

Section 2.7. Covenant Against Other Assignments. Neither party to this Site Lease shall assign or in any manner transfer its interest under this Site Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements set forth herein, and, to the extent applicable, the Indenture and the Project Lease.

ARTICLE III

Section 3.1. Improvements. Issuer shall have the right, from the proceeds of the Bonds, to construct on the Real Property, or in the air space above the Real Property, such building improvements as the Issuer from time to time may deem necessary or advisable in accordance with and subject to the provisions of the Project Lease.

Section 3.2. Mechanic's Liens. Neither party to the Site Lease shall permit or suffer anything to be done whereby the Real Property, or any part thereof, may be encumbered by any mechanic's or other similar lien. If any mechanic's or other similar lien is filed against the Real Property, or any part thereof, the same shall be dealt with as provided in the Project Lease. Notice is hereby given that except to the extent payable from the proceeds of the Bonds issued concurrently with the execution and delivery of the Project Lease, the Issuer does not authorize or consent to the furnishing of any labor or materials to the Real Property and it shall not be liable for them.

Section 3.3. Contest of Liens. In the event any mechanic's or other similar lien is filed against the Real Property, or any part thereof, the Issuer or the Lessor may contest such lien in the manner and as provided in the Project Lease.

ARTICLE IV

Section 4.1. Indemnity. The Lessor shall indemnify the Issuer from any and all claims, demands, liabilities and costs, including attorney's fees, arising from damage or injury, actual or claimed, to property or persons occurring or allegedly occurring in, on or about the Project during the term hereof; provided, however, the indemnity described in this section shall be subject in all respects to the provisions of the Project Lease.

Section 4.2. Access to Real Property. The Issuer, for itself and its duly authorized representatives and agents, including the Tenant under the Project Lease and the Trustee under the Indenture, shall have the right to enter the Real Property at any reasonable time throughout the term of this Site Lease for the purposes of performing any work made necessary by reason of any Event of Default under the Project Lease, and, while an Event of Default (as defined therein) is continuing under the Project Lease, for the purpose of exhibiting the Real Property and the improvements constructed thereon to prospective purchasers, lessees or mortgagees.

ARTICLE V

Section 5.1. Non-Disturbance of Leasehold Interest. Lessor and the Issuer each covenant and agree with one another, that as long as the Issuer, its sublessee, their successors or assigns, shall continue to perform all obligations provided for in this Site Lease, including the discharge of all obligations and covenants hereunder, the Issuer, its assignee or sublessee shall have a leasehold interest in the Real Property, notwithstanding the occurrence of any Event of Default under the Project Lease until this Site Lease is terminated according to its terms.

Section 5.2. Release of Leasehold Interest. Upon cancellation or termination of this Site Lease, the Issuer shall release its leasehold interest in the Real Property to Lessor as provided in the Project Lease.

Section 5.3. Notices. All notices required to be given hereunder shall be given to the notice representative designated for each of the parties in the Project Lease. To be effective, notices required or desired to be given hereunder shall be given in the manner provided in the Project Lease.

Section 5.4. Rights and Remedies. The rights and remedies reserved by the parties hereto, their successors and assigns and those provided by law shall be construed as cumulative and continuing rights and remedies.

Section 5.5. Waiver. No waiver of any breach of any covenant or agreement contained in this Site Lease 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 the event of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any performance without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any other default.

ARTICLE VI

Section 6.1. Purpose of Site Lease. The parties acknowledge and agree that this Site Lease is executed and delivered concurrently with the execution and delivery of the Project Lease and the other

documents and agreements executed in connection therewith and as a condition precedent thereto, and that the Trustee and the owners of the Bonds shall be deemed to be third party beneficiaries.

Section 6.2. Limitation of Liability. The liability of Issuer under this Site Lease for any payments to be made to or for the account of Lessor is specifically limited, such that the Issuer shall have no liability beyond the value of the Real Property, the Project, or the rentals and receipts to be received by the Issuer under the Project Lease.

Section 6.3. Amendments.

This Site Lease may be amended or modified in the manner prescribed in the Project Lease with respect to amendments thereto.

Section 6.4. Subordination to Lender.

This Issuer acknowledges and agrees that this Site Lease is subordinate to any Lender's Mortgage (as defined in the Project Lease) and that such mortgage shall not be required to grant any rights of non-disturbance with respect to this Site Lease. The Issuer further acknowledges and agrees that this Site lease shall be automatically subordinated to any future mortgage and such future mortgagee shall not be required to grant any rights of non-disturbance with respect to this Site Lease. Upon the request of Lessor or its lender, the Issuer shall provide any additional documentation approved by the Issuer's counsel evidencing the subordination required by this Section 6.4.

ARTICLE VII

Section 7.1. Construction and Enforcement. This Site Lease shall be construed and enforced in accordance with the laws of the State of Kansas. The provisions of this Site Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Project Lease. Words and terms used herein shall have the meanings set forth in the Project Lease if not expressly defined in this Site Lease.

Section 7.2. Partial Invalidity. If for any reason any provision hereof shall be termed to be invalid or unenforceable, such partial invalidity shall not affect the remainder of the provisions hereof.

Section 7.3. Binding Effect. The covenants, agreements and conditions herein shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

Section 7.4. Section Headings. The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Site Lease or as affecting the true meanings of the provisions hereof.

Section 7.5. Execution of Counterparts; Electronic Transactions. This Site 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. 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

THE BESSE, LLC

By: _____
Name: Rick D. Baden
Title: Manager

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF CRAWFORD)

This instrument was acknowledged before me on November ____, 2026, by Rick D. Baden, Manager of The Besse, LLC, a Kansas limited liability company.

(SEAL)

_____
Notary Public

My Appointment Expires:

_____

"LESSOR"

CITY OF PITTSBURG, KANSAS

By:_____
Chuck Munsell, Mayor

(SEAL)

ATTEST:

_____
Tammy Nagel, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF CRAWFORD)

The foregoing instrument was acknowledged before me on November ____, 2026 by Chuck Munsell, Mayor of the City of Pittsburg, Kansas.

(SEAL)

_____
Notary Public

My Appointment Expires:

_____

"ISSUER"

SCHEDULE I

SCHEDULE I TO THE SITE LEASE DATED AS OF NOVEMBER 1, 2026, BETWEEN THE BESSE, LLC AND THE CITY OF PITTSBURG, KANSAS

PROPERTY SUBJECT TO LEASE

The following described real estate located in Crawford County, Kansas, to wit:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) in Playter & Rhodes Subdivision of Lots 197 and 198 in Block 22, Original Town of Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof.

Also the South Eight (8) feet of vacated alley lying North of and adjacent to said lots.

the real property constituting the "Real Property" as referred to in the Site Lease, subject to Permitted Encumbrances.

GILMORE & BELL, P.C.
OCTOBER 19, 2026

CITY OF PITTSBURG, KANSAS

AS ISSUER

AND

THE BESSE, LLC

AS TENANT

PROJECT LEASE

DATED AS OF NOVEMBER 1, 2026

$23,500,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2026
(BESSE LOFTS PROJECT)

PROJECT LEASE

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PROJECT LEASE

THIS PROJECT LEASE, made and entered into as of November 1, 2026 between the City of Pittsburg, Kansas (the "Issuer"), and The Besse, LLC, a Kansas limited liability company (the "Tenant").

WITNESSETH:

WHEREAS, the Issuer is a municipal corporation incorporated as a city of the first class, duly organized and existing under the laws of the State, with full lawful power and authority to enter into this Project 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*. (the "Act"), and in order to provide for the economic development and welfare of the Issuer 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) Lease the Real Property from the Tenant pursuant to the Site Lease and acquire the Improvements;

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

(c) Issue, for the purpose of paying Project Costs, the Bonds under and pursuant to and subject to the provisions of the Act and the Indenture, the Indenture being incorporated herein by reference and authorized by an Ordinance of the governing body of the Issuer; and

WHEREAS, the Tenant, 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, Issuer and the Tenant do hereby covenant and agree as follows:

ARTICLE I

Section 1.1. Definitions.
Capitalized terms not otherwise defined in this Project Lease shall have the meanings set forth in the Indenture. In addition to the words, terms and phrases defined in the Indenture, the Site Lease and elsewhere in this Project Lease, the capitalized words, terms and phrases as used herein shall have the meanings set forth below, unless some other meaning is plainly intended:

"Additional Rent" means all fees, charges, costs and expenses of the Trustee or the Issuer (including reasonable attorneys' fees), all Impositions, all Default Administration Costs, all other payments of whatever nature payable or to become payable pursuant to the Indenture or which the Tenant has agreed to pay or assume under the provisions of this Project Lease and any and all expenses (including reasonable attorneys' fees) incurred by the Issuer or the Trustee in connection with the issuance of the Bonds or the administration or enforcement of any rights under this Project 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 and the administration or enforcement of any rights or obligations under this Project Lease, the Indenture 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. The fees, charges, costs and expenses of the Issuer shall include, but not be limited to, any and all costs incurred by the Issuer in connection with the administration or enforcement of any rights, duties, or obligations under this Project Lease, the exercise or pursuit of any remedy upon an Event of Default, the amendment of this Project Lease, the granting of consents, easements or similar actions or any other action required of or available to the Issuer under the terms of this Project Lease.

"Additional Term" shall mean that term commencing on the last day of the Basic Term and terminating five (5) years thereafter.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Basic Rent" means the amount which, when added to Basic Rent Credits, will be sufficient to pay, on each Payment Date, all principal of, redemption premium, if any, and interest on all Outstanding Bonds which is due and payable on such Payment Date. If for any reason on any Payment Date the Trustee does not have on deposit in the Debt Service Fund sufficient moneys to pay all principal and interest due on the Bonds on such Payment Date, then the Tenant shall pay, as Basic Rent, on such Payment Date, the amount of such deficiency.

"Basic Rent Credits" means all funds on deposit in the Debt Service Fund and available for the payment of principal of, redemption premium, if any, and interest on the Bonds on any Basic Rent Payment Date.

"Basic Rent Payment Date" means December 31, 2036.

"Basic Term" means that term commencing as of the delivery of this Project Lease and ending on December 31, 2036, subject to prior termination as specified in this Project Lease, but ending, in any event, when all of the principal of, redemption premium, if any, 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 Tenant Representative stating that (i) the Improvements have been substantially completed in accordance with the plans and specifications prepared or approved by the Issuer or the Tenant, as the case may be; (ii) the Improvements have been substantially completed in a good and workmanlike manner; (iii) 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; (iv) all Improvements constituting a part of the Project are located or installed upon the Real Property; and (v) 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*.

"Completion Date" means the date on which the Improvements are certified as substantially completed in accordance with *Section 5.5* of this Project 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 Project Lease.

"Event of Bankruptcy" means an event whereby the Tenant shall: (i) admit in writing its inability to pay its debts as they become due; or (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; or (iii) make an assignment for the benefit of creditors; or (iv) consent to the appointment of a trustee or receiver for all or a major portion of its property; or (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (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 Tenant 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 Tenant to make any payment of Basic Rent at the time and in the amounts required hereunder; or

(b) Failure of the Tenant 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 Project Lease on the Tenant's part to be observed or performed, and the same is not remedied within thirty (30) days after the Issuer or the Trustee has given the Tenant written notice specifying such failure (or such longer period as shall be reasonably required to correct such default; provided that (i) the Tenant has commenced such correction within the 30-day period and (ii) the Tenant diligently prosecutes such correction to completion); or

(c) An Event of Bankruptcy; or

(d) Abandonment of the Project by the Tenant; or

(e) A default under the Site Lease on the part of the Tenant, as Lessor, which remains unremedied after any applicable grace period.

"Full Insurable Value" means full actual replacement cost less physical depreciation.

"Hazardous Substances" shall mean "hazardous substances" as defined in CERCLA.

"Impositions" means 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 Tenant'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 Issuer's interest in the Project.

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

"Lender" means, individually and collectively, Arvest Bank, an Arkansas banking corporation and Pittsburg State University Foundation, Inc., a Kansas nonprofit corporation, and their respective successors and assigns.

"Lender's Mortgage" means, collectively, any mortgage, assignment of rents and leases, UCC financing statements, or other security documents granted by Tenant on the Project and/or the Real Property to secure a loan to finance or refinance all or any portion of the Project, including, without limitation, any such security documents granted to Lender and any amendments or modifications to any of the foregoing.

"Net Proceeds" means the gross proceeds from the insurance (including without limitation title insurance) or condemnation award with respect to which that term is used remaining after the payment of all expenses (including without limitation attorneys' fees and any expenses of the Issuer, the Tenant, the Trustee or any other Owner) incurred in the collection of such gross proceeds.

The term **"Notice Address"** shall mean:

(a) With respect to the Tenant:

The Besse, LLC
315 W. 3rd Street
Pittsburg, KS 66762
Attn: Rick Baden

With a copy to:

Polsinelli PC
900 W 48th Place, Suite 900
Kansas City, Missouri 64112
Attn: Joe R. Oaks

(b) With respect to the Issuer:

City of Pittsburg, Kansas
201 W. 4th Street
Pittsburg, Kansas 66762
Attn: City Clerk

(c) With respect to the Trustee:

Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
P.O. Box 171297
Kansas City, Kansas 66101
Attn: Corporate Trust Department

"Owner's Title Evidence" means for purposes of *Section 6.3* of this Project Lease, either (i) a copy of an owner's or lender's policy of title insurance insuring the Tenant's fee simple title in the Real Property or (ii) a certificate or report of title from a title insurance company evidencing Tenant's fee simple title in the Real Property.

"Permitted Encumbrances" means all easements, liens and rights-of-way of record at the time of lease of the Real Property to the Issuer, and any mortgages, liens or other encumbrances or title exceptions referenced in the Owner's Title Evidence (including, without limitation, the Lender's Mortgage).

"Project Contracts" means a contract or contracts with respect to the acquisition and/or construction of the Improvements entered into by the Tenant or the Issuer.

"Project Lease" means this Project Lease between the Issuer and the Tenant, as from time to time supplemented and amended in accordance with the provisions hereof.

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

"SARA" means the Superfund Amendments and Reauthorization Act of 1986, as now in effect and as hereafter amended.

"State" means the State of Kansas.

"Term" means, collectively, the Basic Term and any Additional Term of this Project Lease.

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

(a) The Tenant is a Kansas limited liability company, duly organized and existing under the laws of the state, and is duly authorized and qualified to do business in the State, with lawful power and authority to enter into this Project Lease, acting by and through its duly authorized officers.

(b) Except as otherwise permitted herein, the Tenant shall (i) maintain and preserve its existence and organization as a limited liability company and its authority to do business in the State and to operate the Project; and (ii) not initiate any proceedings of any kind whatsoever to dissolve or liquidate without (A) securing the prior written consent thereto of the Issuer and (B) making provision for the payment in full of the principal of, redemption premium, if any, and interest on the Bonds. If, at any time during the Term of this Project Lease or the Indenture, the Tenant changes its state of organization, changes its form of organization, changes its name, or takes any other action which could affect the proper location for filing Uniform Commercial Code financing statements or continuation statements or which could render existing filings seriously misleading or invalid, the Tenant shall immediately provide written notice of such change to the Trustee, and thereafter promptly deliver to the Trustee such amendments and/or replacement financing statements, together with an Opinion of Counsel to the effect that such amendments and/or replacement financing statements have been properly filed so as to create a perfected security interest in the collateral securing the Indenture, and such additional information or documentation regarding such change as the Trustee may reasonably request.

(c) Neither the execution and/or delivery of this Project 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 Project Lease contravenes in any material respect any provisions of its articles of organization or 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 Tenant 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 Tenant 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 Tenant is subject.

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

(e) The Tenant 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 the Project to the end of the Term.

(f) The Tenant has obtained or will obtain any and all permits, authorizations, licenses and franchises necessary to construct the Improvements and to enable it to operate and utilize the Project for the purposes for which it was leased by the Tenant under this Project Lease.

(g) The estimated total cost of the Improvements to be financed by the proceeds of the Bonds, plus interest on the Bonds during acquisition, construction and installation of the Improvements, and Costs of Issuance of the Bonds, will not be less than the original aggregate principal amount of the Bonds.

(h) After reasonable inquiry and investigation, the Tenant is not aware of (i) any Hazardous Substances generated from or located on the Project; (ii) any prior use of the Real Property which might reasonably involve Hazardous Substances; or (iii) any investigations, complaints or inquiries of any kind, from any source, concerning Hazardous Substances with respect to the Project or properties adjoining the Project.

(i) The Tenant will not use or permit the Project to be used by any other person or entity in any manner which would involve the generation, storage, disposal or transportation of Hazardous Substances, except in strict compliance with applicable Environmental Laws.

(j) The proceeds of the Bonds are to be used to acquire, construct, install, equip and furnish the Project.

(k) Subject to the provisions of *Section 10.2*, all Improvements and machinery and equipment comprising the Project will be located and maintained entirely and exclusively on the Real Property to and until the principal of, redemption premium, if any, and interest on the Bonds have been satisfied in full.

Section 1.3. Representations and Covenants by the Issuer.
The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

(a) It is a municipal corporation duly incorporated and existing as a city of the first class 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 Project Lease and the Indenture and to carry out its obligations hereunder and 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 Project Lease, the assignment of this Project Lease to the Trustee, 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 to be placed against, the Project, except Permitted Encumbrances, this Project Lease, any Impositions and the pledge of the Project pursuant to the Indenture.

(d) It has pledged the Project and the net rentals therefrom generated under this Project Lease to payment of the Bonds in the manner prescribed by the Act, and has duly authorized the execution and delivery of this Project Lease and the Indenture and the issuance, sale and delivery of the Bonds.

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

ARTICLE II

Section 2.1. Granting of Leasehold.
The Issuer by these presents hereby rents, leases and lets the Project unto the Tenant and the Tenant hereby rents, leases and hires the Project for the Term from the Issuer, for the rentals and upon and subject to the terms and conditions hereinafter set forth.

Section 2.2. Subordination to Lender
The Issuer acknowledges and agrees that this Project Lease is subordinate to Lender's Mortgage and that such mortgage shall not be required to grant any rights of non-disturbance with respect to this Project Lease. This Project Lease shall also be automatically subordinated to any future mortgage and such future mortgagee shall not be required to grant any rights of non-disturbance with respect to this Project Lease. Upon the request of the Tenant or its lender, the Issuer shall provide any additional documentation approved by the Issuer's counsel evidencing the subordination required by this Section 2.2.

ARTICLE III

Section 3.1. Basic Rent.
The Issuer reserves and the Tenant covenants and agrees to pay Basic Rent to the Trustee, as assignee of the Issuer, for the account of the Issuer, for deposit in the Debt Service Fund, on each Basic Rent Payment Date. Basic Rent shall be payable at the principal office of the Trustee on each Basic Rent Payment Date. Notwithstanding the foregoing, if the Tenant is the sole Owner of the Bonds, payments of Basic Rent made by the Tenant under the Project Lease which coincide with payments of principal and interest on the Bonds shall be entered on the books of the Tenant as Owner of the Bonds without being deposited in the Debt Service Fund and the Trustee shall not be required to take notice, or be deemed to have notice, of any default in such payments. Such payments shall be credited against the Issuer's obligation to make payments of principal and interest on the Bonds. If the Bonds are at any time held by more than one Owner, then payments of Basic Rent shall be received and disbursed in accordance with the provisions of the first paragraph of this Section.

Section 3.2. Additional Rent.
Within 30 days after receipt of written notice thereof, the Tenant shall pay any Additional Rent required to be paid pursuant to this Project Lease not already paid.

Section 3.3. Rent Payable Without Abatement or Setoff.

The Tenant covenants and agrees with and for the express benefit of the Issuer and the Owner that all payments of Basic Rent and Additional Rent shall be made by the Tenant as the same become due, and that the Tenant 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 defective or non-existent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of the Tenant or any subtenant, any Change of Circumstances, any change in the tax or other laws of the United States of America, the State, or any political subdivision 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 Project Lease, and the Tenant 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 Project Lease or which releases or purports to release the Tenant therefrom. Nothing in this Project Lease shall be construed as a waiver by the Tenant of any rights or claims the Tenant may have against the Issuer under this Project Lease or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Project Lease that the Tenant shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Project Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owner.

Section 3.4. Prepayment of Basic Rent.

The Tenant may at any time prepay all or any part of the Basic Rent. Prepayments of Basic Rent will be applied to redemption of the Bonds (other than mandatory sinking fund redemption), including payment of redemption premium, as directed in writing by the Tenant, to the extent that Bonds are subject to optional redemption at the time of prepayment. Otherwise, prepayments of Basic Rent will be deposited in the Debt Service Fund to be applied to purchase of Bonds as provided in the Indenture, or to optional redemption of Bonds (including redemption premium and interest) at the earliest date on which Bonds are subject to optional redemption.

Section 3.5. Deposit of Rent by the 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 Project Lease and the Indenture.

Section 3.6. Acquisition of Bonds.

If the Tenant acquires any or all of the Outstanding Bonds, it may present the certificate(s) representing such part of the Bonds to the Trustee for cancellation, and upon such cancellation, the Tenant's obligation to pay Basic Rent shall be reduced or terminated, as the case may be, in the same manner as provided for prepayments by the Tenant of Basic Rent. In no event, however, shall the Tenant's obligation to pay Basic Rent be reduced in such a manner that the Trustee shall not have on deposit in the Debt Service Fund, on the next succeeding Payment Date, funds sufficient to pay the maturing principal of, redemption premium, if any, and interest on Outstanding Bonds as and when the same shall become due and according to the terms of the Bonds; except in the case when Tenant owns and surrenders all of the Outstanding Bonds.

ARTICLE IV

Section 4.1. Disposition of Original Proceeds; Project Fund.

Except as otherwise provided below, the Original Proceeds shall be paid over to the Trustee for the account of the Issuer and applied as set forth in *Section 5.02* of the Indenture. Notwithstanding any statement set forth in this Project Lease or in the Indenture to the contrary, in the event Tenant has completed the Project prior to the Issue Date with its own funds, then Tenant shall not be required to deposit the Original Proceeds with the Trustee. In such an event, the Tenant shall certify to the Issuer and Trustee that the Project has been completed and paid in full, whereupon the Issuer and Trustee shall deliver the Bonds to the Tenant on the Issue Date.

ARTICLE V

Section 5.1. Acquisition of Interest in Real Property and Improvements.
The Tenant shall prior to or concurrently with the issuance of the Bonds, execute and deliver the Site Lease under which the Tenant shall lease to the Issuer, subject to Permitted Encumbrances, the Real Property and improvements thereon as described in *Schedule I*, and such of the Improvements as are then completed, installed or in progress. The Tenant shall also concurrently with delivery of the Site Lease make provisions for the discharge or subordination to the interests acquired by the Issuer of any liens or encumbrances incurred by it in connection with the construction, installation or development of the Improvements, other than Permitted Encumbrances.

Section 5.2. Project Contracts.
Prior to the delivery of this Project Lease, the Tenant 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 Tenant or the Issuer after delivery of this Project Lease, are hereinafter referred to as the "Project Contracts." Prior to the delivery hereof, work has been or may have been performed on the Improvements pursuant to the Project Contracts or otherwise. The Tenant hereby covenants with the Issuer to perform the Project Contracts for the benefit of the Issuer as its own benefit as tenant under this Project Lease, and the Issuer hereby designates the Tenant as the Issuer's agent for the purpose of executing and performing the Project Contracts. After the execution hereof, the Tenant 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 Tenant covenants to cause the Improvements to be acquired, constructed, installed and/or completed in accordance with the Project Contracts. The Tenant warrants that the construction and/or acquisition of the Improvements in accordance with the Project Contracts will result in the Project being suitable for use by the Tenant as a commercial and educational facility. Any and all amounts received by the Issuer, the Trustee or the Tenant 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. The Trustee may, at its option, appoint an agent to review the Project Contracts, and make periodic inspections of the Improvements during construction to determine the satisfactory progress and completion of the work. The reasonable fees and expenses of such agent shall be paid by the Tenant as Additional Rent.

Section 5.3. Payment of Project Costs for Buildings and Improvements.
The Issuer hereby agrees to pay for the acquisition or construction of the Improvements or any repairs or replacements to be made pursuant to *Article XVIII* of this Project Lease, but solely from Original Proceeds of the Bonds (or Net Proceeds, as applicable) as deposited in the Project Fund, and hereby authorizes and directs the Trustee to pay for the same, but solely from the Project Fund, from time to time, after issuance of the Bonds while the Tenant is in compliance with the requirements of *Section 6.1* hereof, upon receipt by the Trustee of a requisition certificate signed by the Authorized Tenant Representative in the form set forth as *Appendix A* hereto, which is incorporated herein by reference.

The sole obligation of the Issuer under this paragraph shall be to cause the Trustee to make such disbursements upon receipt of such certificates and releases or waivers. The Trustee may rely fully on any

such certificates and shall not be required to make any investigation in connection therewith, except that the Trustee shall investigate requests for reimbursements directly to the Tenant and shall require such supporting evidence as would be required by a reasonable and prudent fiduciary.

Section 5.4. Payment of Project Costs for Machinery and Equipment.
The Issuer hereby agrees to pay for the purchase and acquisition of any 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 Tenant Representative in the form provided by *Appendix A* hereto, which is incorporated herein by reference.

The sole obligation of the Issuer under this Section shall be to cause the Trustee to make such disbursements upon receipt of the certificates and proof of mechanic's or subcontractor's lien waiver or release, if the item is to become a fixture on the Real Property. The Trustee may rely fully on any such certificate and supporting documentation and shall not be required to make any independent investigation in connection therewith. All machinery, equipment and/or personal property acquired, in whole or in part, from funds deposited in the Project Fund pursuant to this Section will be considered a part of the Project. With respect to items of machinery and equipment constituting a part of the Improvements, the Tenant shall maintain a running master list of such machinery and equipment, and within 30 days after the Completion Date, the Tenant shall prepare an accurate detailed final list of machinery and equipment constituting a part of the Improvements (but not installed as fixtures therein or thereon), which list shall be filed with the Trustee, and shall constitute a part of this Project Lease by reference. All machinery and equipment constituting a part of the Improvements shall be appropriately identified by separate schedule or other means acceptable to the Trustee.

Section 5.5. Completion of Project.
The Tenant warrants that the Project, when completed, will be occupied and used by the Tenant for its lawful business purposes. The Tenant covenants and agrees to proceed diligently to complete or acquire the Improvements as promptly as possible. The Tenant will draw the entire authorized principal amount of the Bonds the Completion Date. Upon completion of the Improvements, the Tenant shall cause the Authorized Tenant 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, such remaining funds shall be transferred by the Trustee to the Debt Service Fund on the Completion Date and shall be applied in accordance with the provisions of the Indenture.

Section 5.6. Deficiency of Project Fund.
If Bond Proceeds in the Project Fund are insufficient to pay fully all Project Costs (including reimbursements to the Tenant for Project Costs advanced by the Tenant prior to issuance of the Bonds) and to fully complete the Improvements, lien-free (except for Permitted Encumbrances), the Tenant 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 become due, and the Tenant shall save the Issuer and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 5.7. Right of Entry by the Issuer and the Trustee.
The duly authorized agents of the Issuer and/or the Trustee shall have the right (but shall not be required) at any reasonable time and upon reasonable notice to the Tenant 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 5.8. Machinery and Equipment Purchased by the Tenant.
If no part of the purchase price of an item of machinery, equipment or personal property is paid from Original Proceeds deposited in the Project Fund pursuant to the terms of this Project Lease, then such item of machinery, equipment or personal property will not be considered a part of the Project.

Section 5.9. Issuer's Leasehold Interest in Improvements.
All Improvements, all work and materials on Improvements as such work progresses, any Project Additions, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as fully completed, repaired, rebuilt, rearranged, restored or replaced by the Tenant under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed be included in the Site Lease to the Issuer.

Section 5.10. Kansas Retailers' Sales Tax.
The parties have entered into this Project Lease in contemplation that, under the existing provisions of K.S.A. 79-3606, subsections (b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Improvements are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act. The parties agree that the Issuer shall, upon the request of and with the Tenant's assistance, promptly obtain from the State and furnish to the contractors and suppliers a project exemption certificate for the construction of the Improvements. The Tenant covenants that the exemption certificate will be used only in connection with the purchase of tangible personal property or services becoming a part of the Project. The Issuer shall not be responsible for any failure on the part of the State to issue such project exemption certificate.

ARTICLE VI

Section 6.1. Insurance Requirements.
Tenant agrees to maintain the following policies of insurance in full force and effect:

(a) General accident and public liability insurance covering the Tenant's operations in or upon the Project (including coverage for losses arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle in or upon the Project) under which the Tenant shall be insured and the Issuer and the Trustee shall be additional insureds or mortgagees, as their interests in the Project appear, in an amount not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas tort claims act or other similar future law (currently $500,000 per occurrence); which policy shall provide that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the Issuer, the Tenant and the Trustee, such insurance to be maintained throughout the Term of this Project Lease;

(b) Statutory workers' compensation insurance; and

(c) Insurance insuring the Improvements while under construction 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 such Improvements. Such insurance coverage shall name the Tenant as insured and the Issuer and the Trustee as additional insureds or mortgagees and loss payees, as their respective interests appear.

Section 6.2. General Insurance Provisions.

(a) Within 30 days of renewal dates of expiring policies, certificates of the insurance provided for in this Article shall be delivered by the Tenant to the Trustee. All policies of such insurance and all renewals thereof shall name the Tenant as insured and the Issuer and the Trustee as additional insureds or mortgagees 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 30 days' written notice to the Issuer, the Tenant and the Trustee and shall be payable to the Issuer, the Tenant and the Trustee as their

respective interests appear. The Issuer and the Tenant each hereby agree to do anything necessary, be it the endorsement of checks or otherwise, to cause any payment of insurance proceeds to be made to the Trustee, as long as such payment is required by this Project Lease to be made to the Trustee. Any charges made by the Trustee for its services in connection with insurance payments shall be paid by the Tenant.

(b) Each policy of insurance hereinabove referred to shall be issued by a nationally recognized responsible insurance company authorized under the laws of the State to assume the risks covered therein, except that the Tenant may be self-insured as to any required insurance coverages under a program of self-insurance approved by the State Commissioner of Insurance or other applicable State regulatory authority.

(c) Certificates of insurance evidencing the insurance coverages herein required shall be filed with the Trustee continuously during the Term of this Project Lease.

(d) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible or self-insured retention.

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

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

Section 6.3. Evidence of Title.
The Tenant shall furnish Owner's Title Evidence in the form of a certificate of insurance evidencing the Tenant's fee simple title to the Real Property, as of the Issue Date, subject to Permitted Encumbrances. Such evidence of title shall contain no exceptions, other than the title insurance company's standard printed exceptions, Permitted Encumbrances, and the encumbrance created by the Site Lease and this Project Lease.

If the Tenant is the sole Owner, in lieu of providing a policy of owner's or lender's title insurance as of the Issue Date, the Tenant may furnish evidence of the Tenant's fee simple title to the Real Property in the form of a copy of a policy of owner's title insurance, a copy of a loan policy of title insurance or a certificate of owner's title, evidencing the Tenant's fee simple title to the Real Property, subject to Permitted Encumbrances.

ARTICLE VII

Section 7.1. Impositions.
The Tenant shall, during the Term of this Project 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 Tenant shall be required to pay only such installments thereof as become due and payable during the Term of this Project Lease as and when the same become due and payable.

Section 7.2. Receipted Statements.
Unless the Tenant exercises its right to contest any Impositions in accordance with *Section 7.3* hereof, the Tenant shall, within 30 days after the last day for payment without penalty or interest of an Imposition which the Tenant is required to bear, pay and discharge pursuant to the terms hereof, deliver to the Trustee a copy of the statement issued therefor duly receipted to show the payment thereof.

Section 7.3. Contest of Impositions.

The Tenant 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 before the Imposition complained of becomes delinquent if, and provided, the Tenant (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 or the Trustee, shall deposit with the Trustee a surety bond of a surety company acceptable to the Issuer as surety, in favor of the Issuer and the Trustee, as their interests may appear, or cash, 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, (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 Tenant shall indemnify and hold the Issuer whole and harmless from any costs and expenses the Issuer may incur related to any such contest.

Section 7.4. 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 Bonds (except such property used for retail uses) is eligible to receive 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 notice, hearing and procedural requirements established by law, and proper application has been made; and further provided that no exemption may be granted from the *ad valorem* property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth;* and (c) for real estate on which the Project is located. The Issuer represents that such notice, hearing and procedural requirements will have been complied with at the Issue Date. The Issuer represents that such notice, hearing and procedural requirements will have been complied with at the Issue Date. The Issuer will, at the Tenant's request, with information furnished by Tenant and the Trustee, make all necessary filings regarding the application for *ad valorem* tax exemption for the full 10-year period in the calendar year following the calendar year in which the Bonds were issued, and will renew the application from time to time and take any other action as may be necessary to maintain such *ad valorem* tax exemption in full force and effect, in accordance with K.S.A. 79-201a, 79-210 *et seq.* and the requirements of the State Board of Tax Appeals. If it becomes necessary to litigate the issue of availability or applicability of the *ad valorem* tax exemption, the Issuer will cooperate fully with Tenant in pursuing such litigation, but all litigation costs and reasonable attorneys' fees must be paid by Tenant, either directly or as Additional Rent.

ARTICLE VIII

Section 8.1. Use of Project.

Subject to the provisions of this Project Lease, the Tenant 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 Tenant 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 Tenant shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Project Lease. The Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Tenant to comply with the provisions of this Article.

Section 8.2. Environmental Provisions.

(a) The Tenant hereby covenants that it will not cause or permit any Hazardous Substances (as defined herein) to be placed, held, located or disposed of, on, under or at the Real Property or the Project, other than in the ordinary course of business and in compliance with all applicable Environmental Laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided to the Issuer hereunder and in the Indenture, the Tenant hereby agrees to indemnify and hold harmless the Issuer, the Trustee and the Owner from time to time from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment, costs of investigation, consultants, testing, sampling, cleanup, or defense, and claims of any and every kind paid, incurred or suffered, with respect to, or as a direct or indirect result of, the actual or alleged presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Real Property or the Project of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under any federal, state or local Environmental Law or so-called "Superfund" or "Super lien" law, or any other applicable Environmental Law, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standard of conduct concerning, any Hazardous Substance) regardless of whether or not caused by or within the control of the Tenant.

(c) If the Tenant receives any notice of (i) the happening of any event involving the use, other than in the ordinary course of business and in compliance with all applicable Environmental Laws, spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Real Property or the Project or in connection with the Tenant's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges or any other environmental, health or safety matter affecting the Tenant (an "Environmental Complaint") from any person (including, without limitation, the United States Environmental Protection Agency (the "EPA") and the Kansas Department of Health and Environment ("KDHE")) then the Tenant shall immediately notify the Issuer and the Trustee in writing. With respect to any such notice that relates to a condition or conditions on the Project site, the Tenant shall promptly initiate action to remediate the conditions cited in the notice, and shall diligently pursue such remediation at its expense to the satisfaction of the city authority.

(d) If the Tenant fails to initiate action to remediate as required in subsection (c) of this section, or otherwise fails to discharge its obligations under this *Section 8.2*, the Issuer shall have the right, but not the obligation, and without limitation of the Issuer's other rights under this Project Lease, to enter the Project or to take such actions as it may deem necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Hazardous Substance or Environmental Complaint following receipt of any notice asserting the existence on the Project of any Hazardous Substance or an Environmental Complaint pertaining to the Project or any part thereof which, if true, could result in an order, suit or other action against the Tenant and/or which, in the reasonable judgment of the Issuer, could jeopardize its interests under this Project Lease. All reasonable costs and expenses incurred by the Issuer in the exercise of any such rights shall be payable by the Tenant as Additional Rent on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points.

(e) If an Event of Default shall have occurred and is continuing, at the request of the Issuer or the Trustee, the Tenant shall periodically perform (at the Tenant's expense) an environmental audit and, if reasonably deemed necessary by the Issuer or the Trustee, an Environmental Assessment, (each of which must be reasonably satisfactory to the Issuer and the Trustee) of the Project, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Tenant with respect to the Project. The audit and/or Environmental Assessment shall be conducted by an environmental consultant satisfactory to the Issuer and the Trustee. Should the Tenant fail to perform any environmental audit or risk assessment within 30 days of the written request of the Issuer or the Trustee, either shall have the right, but not the obligation, to retain

an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the Issuer or the Trustee in the exercise of such rights shall be payable by the Tenant as Additional Rent on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points.

(f) The Tenant shall not install nor permit to be installed in the Project friable asbestos or any substance containing asbestos and deemed hazardous by Environmental Law applicable to the Project and respecting such material, and with respect to any such material currently present in the Project, shall promptly either (i) remove any material which such applicable regulations deem hazardous and require to be removed or (ii) otherwise comply with such applicable Environmental Law, at the Tenant's expense. If the Tenant shall fail to so remove or otherwise comply, the Issuer may declare an Event of Default and/or do whatever is necessary to eliminate the substances from the Project or otherwise comply with the applicable Environmental Law or order, and the costs thereof shall be payable by the Tenant on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points. The Tenant shall defend, indemnify, and save the Issuer, the Trustee and the Owner harmless from all costs and expenses (including consequential damages) asserted or proven against the Tenant, or incurred to comply with such regulations.

(g) The provisions of this *Section 8.2* shall survive the termination of this Project Lease or exercise of the Tenant's option to purchase the Project, except with respect to obligations which arise solely and exclusively as a result of the use, spill, release, leak, seepage or discharge of Hazardous Substances on the Real Property or the Project after the Project is no longer occupied by the Tenant.

ARTICLE IX

Section 9.1. Sublease by the Tenant.

The Tenant may sublease the Project to a single party or entity, with the prior written consent of the Issuer. The Tenant may sublease portions of the Project for use by others in the normal course of its business (including, without limitation, leasing or renting of residential units or commercial and educational space within the Project) without the Issuer's prior consent or approval. In the event of any such subleasing, the Tenant 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 Tenant of any of its duties and obligations hereunder. Any such sublease shall be subject and subordinate in all respects to the provisions of this Project Lease. For the avoidance of doubt, the Issuer hereby acknowledges and consents to that certain Master Lease Agreement dated December 3, 2025, by and between the Tenant and The Besse MT, LLC, and that certain Real Estate Lease Agreement dated December 3, 2025, by and between The Besse MT, LLC and Pittsburg State University.

Section 9.2. Assignment by the Tenant.

Except as otherwise provided herein, the Tenant may assign, mortgage, sell, or otherwise transfer its interest in this Project Lease only with the prior written consent of the Issuer, provided that no such consent shall be required for Tenant to (i) collaterally assign this Project Lease and the Site Lease to a lender with a mortgage against the Real Property and/or Improvements or (ii) assign this Project Lease and the Site Lease to any affiliate (an entity that the Tenant or one or more of its principals controls, is controlled by, or is under common control with) of the Tenant. In the event of any such assignment, the Tenant 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 the Issuer or the Trustee and any such assignee shall relieve the Tenant of any of its duties and obligations hereunder, except as may be otherwise provided in the following Section.

Section 9.3. Release of the Tenant.

If, in connection with an assignment by the Tenant of its interest in this Project Lease, (a) the Issuer and the Owners of at least seventy-five percent (75%) 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 (b) the proposed assignee shall expressly assume and agree to perform all of the obligations of the Tenant under this Project Lease with regard to the Bonds, then the Tenant 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 Tenant shall assign or transfer, by operation of law or otherwise, its interests in this Project Lease in connection with a transaction involving the merger or consolidation of the Tenant with or into, or a sale, lease or other disposition of all or substantially all of the property of the Tenant as an entirety to another person, association, corporation or other entity, and (a) the Issuer shall file with the Trustee its prior written consent to such assignment, transfer or merger, (b) the proposed assignee, transferee or surviving entity shall expressly assume and agree to perform all of the obligations of the Tenant under this Project Lease with regard to the Bonds, and (c) the Tenant shall furnish the Trustee and the Issuer with evidence in the form of financial statements accompanied by a proforma balance sheet prepared by an independent certified public accountant of recognized standing showing that the net worth of such proposed assignee, transferee or surviving entity immediately following such assignment, transfer or merger will be at least equal to the net worth of the Tenant as shown by the most recent financial statements of the Tenant furnished to the Trustee pursuant to this Project Lease; then and in such event the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment, transfer or merger.

Section 9.5. Covenant Against Other Assignments.

The Tenant will not assign or in any manner transfer its interests under this Project Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements set forth in this *Article IX*.

ARTICLE X

Section 10.1. Repairs and Maintenance.

The Tenant covenants and agrees that it will, during the Term of this Project Lease, at its own expense, keep and maintain the Project and all parts thereof in good condition and repair (ordinary wear and tear excepted), 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 (ordinary wear and tear excepted).

Section 10.2. Removal, Disposition and Substitution of Machinery or Equipment.

The Tenant shall have the right, provided the Tenant is not in Default, to remove and sell or otherwise dispose of any machinery or equipment which constitutes a part of the Project and which is no longer used by the Tenant or, in the opinion of the Tenant, is no longer useful to the Tenant in its operations (whether by reason of changed processes, changed techniques, obsolescence, depreciation or otherwise).

All machinery or equipment constituting a part of the Project and removed by the Tenant in compliance with this Section shall become the absolute property of the Tenant and may be sold or otherwise disposed of by the Tenant without otherwise accounting to the Issuer. In all cases, the Tenant shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage caused thereby. The Tenant's rights under this Section to remove machinery or equipment constituting a part of the Project is intended only to permit the Tenant to maintain an efficient operation by the removal of such machinery and

equipment no longer suitable to the Tenant'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 Tenant.

ARTICLE XI

Section 11.1. Alteration of Project.

The Tenant shall have and is hereby given the right, at its sole cost and expense, to make such additions, changes and alterations in and to any part of the Project as the Tenant from time to time may deem necessary or advisable; provided, however, the Tenant shall not make any major addition, change or alteration which will adversely affect the intended use or structural strength or value of any part of the Improvements. All additions, changes and alterations made by the Tenant 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, be deemed a part of the Project; provided, however, additions of machinery, equipment and/or personal property of the Tenant not purchased or acquired from proceeds of the Bonds and not constituting a part of the Project shall remain the separate property of the Tenant and may be removed by the Tenant prior to or as provided in *Section 22.1* hereof.

ARTICLE XII

Section 12.1. Additional Improvements.

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

Section 13.1. Securing of Permits and Authorizations.

The Tenant 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 Project Lease.

Section 13.2. Mechanic's Liens.

The Tenant shall not do or suffer anything to be done whereby the Project, or any part thereof, is encumbered by any mechanic's or other similar lien. Should any mechanic's or other similar lien ever be filed against the Project, or any part thereof, the Tenant shall discharge the same of record within 30 days after the date of filing. 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 Tenant or anyone claiming by, through or under the Tenant upon credit, and that no mechanic's or similar liens for any such labor, services or materials shall attach to or affect the reversionary or other estate of the Issuer in and to the Project, or any part thereof.

Section 13.3. Contest of Liens.

The Tenant, notwithstanding the above, shall have the right to contest any such mechanic's or other similar lien if within the 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 Trustee or 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, or cash, 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 the asserted lien and the contest thereof, (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 Tenant in, on or about the Project shall be contracted for by the Tenant in the Tenant's own name and the Tenant shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary for all operations on the Project.

ARTICLE XIV

Section 14.1. Indemnity.

The Tenant agrees, whether or not the transactions contemplated by this Project Lease, the Site Lease, the Bonds or the Indenture are consummated, to indemnify and hold harmless the Issuer and its officers, directors, officials, employees and agents, including the Trustee as assignee of the Issuer's rights under this Project Lease, and the Owner and each of its officers, directors, employees and agents (any or all of the foregoing referred to hereafter as "Indemnified Persons"), from and against all claims, actions, suits, proceedings, expenses, judgments, damages, penalties, fines, assessments, liabilities, charges or other costs (including, without limitation, all attorneys' fees and expenses incurred in connection with enforcing this Project Lease or collecting any sums due hereunder and any claim or proceeding or any investigations undertaken hereunder) relating to, resulting from, or in connection with (a) any cause in connection with the Project, including, without limitation, the acquisition, design, construction, installation, equipping, operating, maintenance or use thereof; (b) any act or omission of the Tenant or any of its agents, contractors, servants, employees or licensees in connection with the use or operation of the Project; (c) any cause in connection with the issuance and sale of the Bonds, (d) a misrepresentation or breach of warranty by the Tenant hereunder or under any of the documents executed by the Tenant in connection with this Project Lease, or (e) any violation by the Tenant of any of its covenants hereunder or under any of the other documents executed by the Tenant in connection with the Bonds or this Project Lease. This indemnity is effective only with respect to any loss incurred by any Indemnified Person not due to willful misconduct, gross negligence, or bad faith on part of such Indemnified Person. In case any action or proceeding shall be brought against one or more Indemnified

Person and with respect to which such Indemnified Person may seek indemnity as provided herein, such Indemnified Person shall promptly notify the Tenant in writing and the Tenant shall promptly assume the defense thereof, including the employment of counsel reasonable satisfactory to such Indemnified Person or Indemnified Persons, the payment of all expenses and the right to negotiate and consent to settlement; provided, however, the failure to notify the Tenant as provided shall not relieve Tenant from any liability or duty under this Section, so long as Tenant is given reasonable opportunity to defend such claim.

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, for the purpose of (a) examining and inspecting the same, (b) performing such work made necessary by reason of the Tenant's default under any of the provisions of this Project Lease, and (c) after an Event of Default, for the purposes of exhibiting the Project to prospective purchasers, lessees or mortgagees. The Issuer may, during the progress of the work mentioned in (b) above, keep and store on the Project all necessary materials, supplies and equipment and shall not be liable for 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 Basic Term.

The Tenant shall have and is hereby given the right and option to extend the Basic Term of this Project Lease for the Additional Term provided that (a) the Tenant shall give the Issuer written notice of its intention to exercise the option at least 30 days prior to the expiration of the Basic Term and (b) the Tenant is not in Default hereunder at the time it gives the Issuer such notice or at the time the Additional Term commences. In the event the Tenant exercises such option, the terms, covenants, conditions and provisions set forth in this Project Lease shall be in full force and effect and binding upon the Issuer and the Tenant during the Additional Term except that the Basic Rent during any extended term herein provided for shall be the sum of $100.00 per year, payable in advance on the first Business Day of such Additional Term.

ARTICLE XVII

Section 17.1. Option to Purchase Improvements.

Subject to the provisions of this Article, the Tenant shall have the right and option to purchase the Issuer's interest in the Improvements at any time during the Term hereof and for 120 days thereafter. The Tenant shall exercise its option by giving the Issuer written notice of the Tenant's election to exercise its option and specifying the date, time and place of closing, which date (the "Release Date") shall neither be earlier than 30 days nor later than 180 days after the notice is given. The Tenant may not, however, exercise such option if the Tenant is in Default hereunder on the Release Date unless all Defaults are cured upon payment of the purchase price specified in *Section 17.2.*

Section 17.2. Quality of Title and Purchase Price.

If the notice of election to purchase is given, the Issuer shall assign and release all of its interests in the Improvements to the Tenant on the Release Date free and clear of all liens and encumbrances except (a) Permitted Encumbrances, (b) those to which title was subject on the date of the Site Lease to the Issuer of the Real Property, or to which title became subject with the Issuer's and Tenant's written consent, or which

resulted from any failure of the Tenant to perform any of its covenants or obligations under this Project Lease, (c) taxes and assessments, general and special, if any, 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 Improvements, for a price determined as follows (which the Tenant agrees to pay in cash at the time of delivery of the Issuer's instruments of release of the Improvements to the Tenant as hereinafter provided):

(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 the Bonds in full, plus

(ii) $100.00.

In the event the Tenant owns all of the Outstanding Bonds, the Tenant may surrender the Bonds to the Trustee for cancelation in lieu of paying the full amount set forth in this Section.

Nothing in this Article shall release or discharge the Tenant from its duty or obligation under this Project Lease to make any payment of Basic Rent or Additional Rent which, in accordance with the terms of this Project Lease, becomes due and payable prior to the Release Date, or its duty and obligation to fully perform and observe all covenants and conditions herein stated to be performed and observed by the Tenant prior to the Release Date.

Section 17.3. Closing of Purchase.

On the Release Date, the Issuer shall deliver to the Tenant its release of leases and/or other appropriate instruments of assignment or release, properly executed and releasing the Improvements to the Tenant free and clear of all liens and encumbrances except as set forth in the preceding section above, and the Tenant shall pay the full purchase price for the Project as follows: (a) the amount specified in clause (i) of *Section 17.2* shall be paid to the Trustee for deposit in the Debt Service Fund 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 *Section 17.2* shall be paid to the Issuer; provided, however, nothing herein shall require the Issuer to deliver its appropriate instruments of assignment or release to the Tenant until after all duties and obligations of the Tenant under this Project Lease to the date of such delivery have been fully performed and satisfied or adequate provision made for such performance and satisfaction. Upon the recording of the Issuer's instruments of assignment or release, payment or other satisfaction by Tenant of the purchase price by , including through surrender of the Bonds to the Trustee for cancellation in lieu of payment, in accordance with *Section 17.2*, and legal defeasance or cancellation of the Bonds, this Project Lease will terminate, subject to the provisions of *Section 20.2* hereof., and the Site Lease will terminate in accordance with *Section 2.1* thereof.

Section 17.4. Effect of Failure to Complete Purchase.

If, for any reason, the purchase of the Project by the Tenant pursuant to valid notice of election to purchase is not effected on the Release Date, this Project Lease shall be and remain in full force and effect according to its terms as if no notice of election under *Section 17.1* had been given. The Issuer and Tenant agree to use all commercially reasonable efforts to effect the assignment and release as soon as possible.

Section 17.5. Application of Condemnation Awards if the Tenant Purchases Project.

The right of the Tenant 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 Tenant 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 the purchase price, less all

attorneys' fees and other expenses and costs incurred by the Issuer in connection with such condemnation, shall belong and be paid to the Tenant.

Section 17.6. Option to Purchase Unimproved Portions of Real Property.
The Tenant shall have the option to purchase at any time and from time to time during the Term any vacant part or vacant parts of the unimproved Real Property constituting a part of the Project; provided, however, the Tenant shall furnish the Issuer and the Trustee with a certificate of the Authorized Tenant Representative, dated not more than thirty (30) days prior to the date of the purchase and stating that, in the opinion of the Authorized Tenant Representative, (a) the portion of the Real Property with respect to which the option is exercised is not needed for the operation of the Project, (b) the purchase will not impair the usefulness or operating efficiency or materially impair the value of the Project and will not destroy or materially impair the means of ingress thereto and egress therefrom, and (c) the purchase will not materially adversely affect compliance of the remaining Real Property and any Improvements with applicable zoning laws or regulations. The Tenant shall exercise this option by giving the Issuer and the Trustee written notice of the Tenant's election to exercise its option and specifying (i) the legal description of the portion of Real Property to be released, and (ii) a certificate signed by the chief executive or chief financial officer of the Tenant stating that no event has occurred and is continuing which, with notice or lapse of time or both, would constitute an Event of Default. The Tenant may not exercise this option if there has occurred and is continuing any event which, with notice or lapse of time or both, would constitute an Event of Default at the time the notice is given and may not purchase the Real Property unless all defaults are cured. The option includes the right to purchase a perpetual easement for right-of-way to and from the public roadway and the right to purchase such land as is necessary to assure that there will always be access between the portion of the Real Property purchased pursuant to these *Sections 17.6* through *17.10* and the public roadway.

Section 17.7. Quality of Title - Purchase Price.
If the notice of election to purchase is given as provided in *Section 17.6,* the Issuer shall release its interest in the real property described in the Tenant's notice to the Tenant on the specified date free and clear of all liens and encumbrances except (a) Permitted Encumbrances, (b) those to which title was subject on the date of the Site Lease to the Issuer of the Real Property, or to which title became subject with the Issuer's and Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Project Lease, (c) taxes and assessments, general and special, if any, and (d) the interests 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 real property described in the Tenant's notice.

Section 17.8. Closing of Purchase.
The Issuer shall deliver to the Tenant its release of leases and other appropriate instruments of assignment or release, properly executed and releasing such real property to the Tenant free and clear of all liens and encumbrances except as stated above, and the Tenant shall pay the Trustee the purchase price for such real property, and the Trustee will deposit the purchase price in the Debt Service Fund and use the proceeds to redeem Bonds on any date the Bonds are subject to optional redemption, as provided in the Indenture. Nothing herein shall require the Issuer to deliver its release of leases to the Tenant until after all duties and obligations of the Tenant under this Project Lease to the date of such delivery have been fully performed and satisfied.

Section 17.9. Effect of Release on Lease.
The exercise by the Tenant of the option granted under these *Sections 17.6* to *17.10* and the purchase and release of a portion of the Real Property constituting a part of the Project pursuant hereto shall in no way whatsoever affect this Project Lease, and all the terms and provisions shall remain in full force and effect, including, without limitation, the Tenant's obligations to pay all Basic Rent and Additional Rent.

Section 17.10. Effect of Failure to Complete Purchase.
If, for any reason, the purchase by the Tenant of the portion of the real property described in the notice is not effected on the specified date, this Project 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.

ARTICLE XVIII

Section 18.1. Damage and Destruction.

(a) If, during the Term, any Improvements are damaged or destroyed, in whole or in part, by fire or other casualty, the Tenant 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 Tenant shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Tenant shall 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 Project Lease and received with respect to any such damage or loss to the Improvements shall be disbursed in accordance with the Lender's Mortgage. If there is no Lender's Mortgage, the Net Proceeds 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 Tenant.

(c) If the Tenant shall reasonably determine that rebuilding, repairing, restoring or replacing the Improvements is not practicable and desirable, any Net Proceeds of property and/or casualty insurance required by this Project Lease and received with respect to any such damage or loss to the Project shall be paid into the Debt Service Fund. Such moneys shall be used to redeem Bonds at their earliest optional redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of the mortgagee under the Lender's Mortgage. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Tenant 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 diminution of the Basic Rent or Additional Rent payable by the Tenant under this Project Lease nor of any other obligations of the Tenant under this Project 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 (other than the Issuer), the Tenant shall, within 30 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 substitute land or construct substitute Improvements.

(b) If the Tenant shall determine that such substitution is practicable and desirable, the Tenant shall proceed with and complete with reasonable dispatch the acquisition or construction of such substitute Real Property or 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 proceedings shall be paid to the Trustee for the account of the Tenant 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 or construction shall be paid to Tenant.

(c) If the Tenant shall reasonably determine that it is not practicable and desirable to acquire or construct substitute Improvements, any Net Proceeds of condemnation awards received by the Tenant shall be paid into the Debt Service Fund. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection.

(d) The Tenant 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 nor of any other obligations hereunder payable by the Tenant under this Project Lease.

(e) The Issuer shall cooperate fully with the Tenant in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project 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 Tenant and the Trustee.

Section 18.3. Effect of Tenant'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 Tenant 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 Tenant of any Default which, with the passage of time, will become an Event of Default. In the event the Tenant shall cure any Defaults specified herein, the Trustee shall make payments from the Net Proceeds to the Tenant in accordance with the provisions of this Article. However, if this Project Lease is terminated or the Issuer or the Trustee otherwise re-enters and takes possession of the Project without terminating this Project Lease, the Trustee shall pay all the Net Proceeds held by it into the Debt Service Fund and all rights of the Tenant in and to such Net Proceeds shall cease.

ARTICLE XIX

Section 19.1. Change of Circumstances.
If at any time during the Term of this Project Lease, a Change of Circumstances occurs, then the Tenant shall have the option to: (a) purchase the Project pursuant to *Article XVII* or (b) terminate this Project Lease by giving the Issuer notice of such termination within 90 days after the Tenant has actual knowledge of the event giving rise to such option. The termination of this Project Lease will 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 beyond any applicable cure period, the Trustee (acting on behalf of the Issuer, as assignee of the Issuer's rights hereunder) may take any legal action, including but not limited to, one or more of the following remedial actions:

(a) By written notice to the Tenant upon acceleration of maturity of the Bonds as provided in the Indenture, the Trustee, acting on behalf of the Issuer, may declare the aggregate amount of all unpaid Basic Rent or Additional Rent required to be paid by the Tenant to be immediately due and payable under this Project Lease.

(b) The Trustee, acting on behalf of the Issuer, may give the Tenant written notice of intention to terminate this Project Lease on a date not earlier than 30 days after such notice is given and, if all Events of Default have not then been cured on the date specified, the Tenant's rights to possession of the Project shall cease, and this Project Lease shall terminate. The Trustee, acting on behalf of the Issuer, may re-enter and take possession of the Project and pursue all its available remedies, including sale of Issuer's interest in the Project and judgment against the Tenant for all Basic Rent and Additional Rent then owing, including costs and attorneys' fees.

(c) Without terminating this Project Lease, the Trustee, acting on behalf of the Issuer, may conduct inspections or an Environmental Assessment of the Project. The Issuer or the Trustee, acting on behalf of the Issuer, may refuse to re-enter or take possession 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 Tenant under any Environmental Law resulting from conditions on the Project.

(d) Without terminating the Term, the Trustee, acting on behalf of the Issuer, may 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 possession of the Project shall be construed as an election to terminate this Project Lease, nor relieve the Tenant 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 this Project Lease, all of which shall survive such re-entry or taking of possession. The Tenant shall continue to pay the Basic Rent and Additional Rent provided for in this Project 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.

(e) Having elected to reenter or take possession of the Project pursuant to subsection 20.1(c), the Trustee, acting on behalf of the Issuer, may by notice to the Tenant given at any time thereafter while the Tenant is in Default in the payment of Basic Rent or Additional Rent or in the performance of any other obligation under this Project Lease, elect to terminate this Project Lease in accordance with subsection 20.1(b) and thereafter proceed to exercise any remedies lawfully available.

(f) If, in accordance with any of the provisions of this Article, the Issuer shall have the right to elect to re-enter and take possession of the Project, the Issuer or the Trustee, acting on behalf of the Issuer, may enter and expel the Tenant and those claiming through or under the Tenant 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 contract by the Tenant.

(g) Net proceeds of any reletting or sale of the Project shall be deposited in the Debt Service Fund for application to pay the Bonds and interest thereon. "Net proceeds" shall mean the receipts obtained from reletting or sale after deducting all expenses incurred in connection with such reletting or sale, including without limitation, all repossession costs, brokerage commissions, legal fees and expenses, expenses of employees, alteration costs and expenses of preparation of the Project for reletting or sale.

(h) The Issuer or the Trustee, acting on behalf of the Issuer, may recover from the Tenant any attorneys' fees or other expense incurred in exercising any of its remedies under this Project Lease.

Section 20.2. Survival of Obligations.

The Tenant covenants and agrees with the Issuer and the Trustee that, until all Bonds and the interest thereon and redemption premium, if any, are paid in full or provision is made for the payment thereof or cancellation in accordance with the Indenture, its obligations under this Project Lease shall survive the cancellation and termination of this Project Lease for any cause and/or sale of the Project, and the Tenant 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 Project Lease, all at the time or times provided in this Project Lease. Notwithstanding any provision of this Project Lease or the Indenture, the Tenant's obligations under *Sections 8.2* and *14.1* hereof shall survive any termination, release or assignment of this Project Lease, the Indenture and payment or provision 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 Project 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 the Tenant's Obligations by the Issuer.

If the Tenant shall fail to keep or perform any of its obligations as provided in this Project Lease, then the Issuer may (but shall not be obligated to), upon the continuance of such failure on the Tenant's part for 90 days after notice of such failure is given the Tenant by the Issuer or the Trustee and without waiving or releasing the Tenant from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and the Tenant 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 Tenant within 10 days of demand, the Issuer shall have the same rights and remedies provided for in *Article XX* in the case of Default by the Tenant in the payment of Basic Rent.

ARTICLE XXII

Section 22.1. Surrender of Possession.

Upon accrual of the Issuer's right of reentry as the result of the Tenant's Default hereunder or upon the cancellation or termination of this Project Lease by lapse of time or otherwise (other than as a result of the Tenant's purchase of the Project), the Tenant shall peacefully surrender possession of the Project to the

Trustee, as assignee of the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Tenant shall have the right, prior to or within 30 Business Days after the termination of this Project Lease, to remove from on or about the Project the buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures which the Tenant owns under the provisions of this Project Lease and 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 Tenant. All buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures owned by the Tenant and which are not so removed from on or about the Project prior to or within 30 Business Days after such termination of this Project 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 or mailed by registered mail to the Notice Address. All notices given by registered mail shall be deemed duly delivered three days after they are mailed. When mailed notices are given, the party giving notice will use reasonable diligence to contact the party being notified by telephone, electronic mail or facsimile on or before the date such notice is mailed.

ARTICLE XXIV

Section 24.1. Triple-Net Lease.

The parties hereto agree that (a) this Project Lease is intended to be a triple-net lease, (b) 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) 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 Tenant 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 the Trustee After Payment of Bonds.

If, after the principal of and interest on all Bonds and all costs incident to the payment of the 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 Project Lease and the Indenture and after payment therefrom to the Issuer of any sums of money then due and owing by the Tenant under the terms of this Project Lease, be the absolute property of and be paid over to the Tenant.

ARTICLE XXV

Section 25.1. Rights and Remedies.

The rights and remedies reserved by the Issuer and the Tenant 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 Tenant shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Project Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 25.2. 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 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 which was in existence at the time such payment or payments or performance were accepted by it.

Section 25.3. The Issuer Shall Not Unreasonably Withhold Consents and Approvals.
Wherever in this Project 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 or arbitrarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules.

ARTICLE XXVI

Section 26.1. The Issuer May Not Release Interest without Tenant Consent.
The Issuer covenants that unless an Event of Default under this Project Lease has occurred and is continuing, and the remaining Term of this Project Lease has been terminated, it will not, without the Tenant's written consent, unless required by law, assign, release or encumber its leasehold interest in the Project at any time during the Term of this Project Lease.

Section 26.2. Quiet Enjoyment and Possession.
The Tenant shall enjoy peaceable and quiet possession of the Project as long as no Event of Default has occurred and is continuing.

Section 26.3. Intentionally Omitted.

Section 26.4. Issuer's Obligations Limited.
Except as otherwise expressly provided in this Project Lease, no recourse upon any obligation or agreement contained in this Project Lease or in any Bond or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise under any circumstances, under or independent of the Indenture, shall be had against the Issuer and its officers, employees and agents.

Notwithstanding anything in this Project Lease to the contrary, it is expressly understood and agreed by the parties hereto that (a) the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Tenant, an Owner or the Trustee as to the existence of any fact or state of affairs required to be noticed by the Issuer; (b) the Issuer shall not be under any obligation to perform any record-keeping or to provide any legal services, it being understood that such services shall be performed or provided either by the Tenant, the Trustee or the Owner; and (c) that none of the provisions of this Project Lease shall require the Issuer to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless it shall have first been adequately indemnified to its satisfaction against the costs, expenses and liability which may be incurred by such action.

Notwithstanding anything in this Project Lease to the contrary, any obligation the Issuer may incur under this Project Lease or under any instrument or document executed by the Issuer in connection with this

Project Lease that entails the expenditure of any money by the Issuer shall be only a limited obligation of the Issuer payable solely from the revenues derived by the Issuer under this Project Lease and shall not be, under any circumstances, a general obligation of the Issuer.

ARTICLE XXVII

Section 27.1. Investment Tax Credit; Depreciation.
The Tenant shall be entitled to claim the full benefit of (l) 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 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 Tenant'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 Tenant.

ARTICLE XXVIII

Section 28.1. Amendments.
This Project Lease may be amended, changed or modified in writing in the following manner:

(a) With respect to an amendment, change or modification which reduces the Basic Rent or Additional Rent, or any amendment which reduces the percentage of Owners whose consent is required for any such amendment, change or modification, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Trustee and by Owners of at least 90% of the aggregate principal amount of the Bonds then Outstanding;

(b) With respect to any other amendment, change or modification which will materially adversely affect the security or rights of the Owners, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Trustee and by Owners of at least 66-2/3% of the aggregate principal amount of the Bonds then Outstanding; and

(c) With respect to all other amendments, changes, or modifications, by an agreement in writing executed by the Issuer and the Tenant.

At least 30 days prior to the execution of any agreement pursuant to (c) above, the Issuer and the Tenant shall furnish the Trustee and the Owner with a copy of the amendment, change or modification proposed to be made.

Section 28.2. Granting of Easements.
If no Event of Default under this Project Lease shall have happened and be continuing, the Tenant may, at any time or times, (a) grant easements, licenses and other rights or privileges in the nature of easements with respect to any property included in the Project, free from any rights of the Issuer or the Owner, 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 Tenant 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 Tenant Representative requesting such instrument, and (iii) a certificate executed by the Tenant stating (A) that such grant or release is not detrimental to the proper conduct of the business of the Tenant, and (B) 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 Owner. Any consideration received by the Tenant for the grant or release must be paid to the Trustee to be deposited in the Debt Service Fund and used to redeem Bonds at the earliest practicable date, at their principal amount, plus accrued interest, without premium. 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 Owner and shall not be affected by any termination of this Project Lease or default on the part of the Tenant hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by the Tenant for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Tenant, but, in the event of the termination of this Project Lease because of an Event of Default, all rights then existing of the Tenant with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer.

Section 28.3. Security Interests.

(a) The Issuer and the Tenant agree to execute and deliver any 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. The Tenant hereby authorizes the Issuer to file or cause to be filed all such instruments required to be so filed and the Trustee to continue or cause to be continued the filings or liens of such instruments for so long as the Bonds shall be Outstanding.

(b) Under the Indenture, the Issuer will, as additional security for the Bonds assign, transfer, pledge and grant a security interest in its rights under this Project Lease to the Trustee. The Issuer hereby authorizes the Trustee to file financing statements or any other instruments necessary to perfect its security interest. The Trustee is hereby given the right to enforce, either jointly with the Issuer or separately, the performance of the obligations of the Tenant, and the Tenant hereby consents to the same and agrees that the Trustee may enforce such rights as provided in the Indenture and the Tenant will make payments required hereunder directly to the Trustee.

Section 28.4. Construction and Enforcement.

This Project Lease shall be construed and enforced in accordance with the laws of the State. The provisions of this Project Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Indenture. Wherever in this Project 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 Project 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. Section Headings.

The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Project 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 28.8. Execution of Counterparts; Electronic Transactions.

This Project 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. 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.

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IN WITNESS WHEREOF, the Issuer has caused this Project 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 PITTSBURG, KANSAS

By:_____
Chuck Munsell, Mayor

(SEAL)

ATTEST:

_____
Tammy Nagel, City Clerk

"ISSUER"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF CRAWFORD)

The foregoing instrument was acknowledged before me on November _____, 2026 by Chuck Munsell, Mayor of the City of Pittsburg, Kansas.

(SEAL)

_____
Notary Public

My Appointment Expires:

_____

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

THE BESSE, LLC

By: _____
Name: Rick D. Baden
Title: Manager

"TENANT"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF CRAWFORD)

This instrument was acknowledged before me on November _____, 2026, by Rick D. Baden, Manager of The Besse, LLC, a Kansas limited liability company.

(SEAL)

_____
Notary Public

My Appointment Expires:

_____

APPENDIX A

FORM OF REQUISITION FOR PAYMENT OF PROJECT COSTS

CITY OF PITTSBURG, KANSAS
Project Fund
(Besse Lofts Project)
Payment Order No. _____

Security Bank of Kansas City
Kansas City, Kansas
Attn: Corporate Trust Department

I hereby certify that the amounts stated in the attached Payment Schedules have either been advanced by the Tenant 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 and equipment, 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 the buildings and improvements or the purchase and/or installation of machinery, 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 Real Property, 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 Project Fund.

I further certify that each of the representations and covenants on the part of the Tenant contained in the Project Lease dated as of November 1, 2026 by and between the City of Pittsburg, Kansas, as the Issuer, and the Tenant 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 such term is defined in the Project 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 *Section 6.1* of the Project Lease are in full force and effect.

I acknowledge that the Tenant, as Purchaser of the Bonds, will be receiving such Bonds in compensation for the expenditures set forth in the Payment Schedules to acquire, construct and equip the Project and that the Bond will constitute full payment for these costs.

DATED _____, 20___.

_____
Authorized Tenant Representative

EXHIBIT A - Payment Order No. _____

PAYMENT SCHEDULE
FOR BUILDINGS, IMPROVEMENTS AND
MISCELLANEOUS PROJECT COSTS

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	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. I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete. I further certify that the items described are free and clear of any liens or security interests. I have attached to this schedule a copy of the purchase order or seller's invoice for each item.

PAYMENT SCHEDULE

Payee Name	Description of Equipment	Amount
	(include name of seller, manufacturer, descriptive name, capacity, serial number of model number, if available)	

APPENDIX B

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

The undersigned, being the Authorized Tenant Representative for The Besse, LLC (the "Tenant"), as tenant under a Project Lease dated as of November 1, 2026 (the " Project Lease") between the City of Pittsburg, Kansas (the "Issuer") and the Tenant, and as beneficiary of the Issuer's Taxable Industrial Revenue Bonds, Series 2026 (Besse Lofts Project) issued pursuant to an Indenture dated as of November 1, 2026 (the "Indenture"), hereby certifies as follows. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture and Project Lease.

1. The Improvements have been substantially completed in accordance with the plans and specifications prepared at the Tenant's direction.

2. Such Improvements have been substantially 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 Real Property; 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 Real Property 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 Real Property.

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 Debt Service Fund being held by the Trustee under the Indenture as required by *Section 5.04* of the Indenture, to be applied as provided therein.

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

_____

STATE OF [_____])
) SS:
COUNTY OF [_____])

Subscribed and sworn to or affirmed before me, a notary public, on _____, 20__.

[SEAL]

_____
Notary Public

My Appointment Expires: _____

SCHEDULE I

SCHEDULE I TO THE PROJECT LEASE, DATED AS OF NOVEMBER 1, 2026, BY AND BETWEEN CITY OF PITTSBURG, KANSAS AND THE BESSE, LLC

PROPERTY SUBJECT TO PROJECT LEASE

(A) A leasehold interest in the following described real estate located in Crawford County, Kansas:

> Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) in Playter & Rhodes Subdivision of Lots 197 and 198 in Block 22, Original Town of Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof.
>
> Also the South Eight (8) feet of vacated alley lying North of and adjacent to said lots.

the real property constituting the "Real Property" as referred to in the Project Lease, subject to Permitted Encumbrances.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed on the Real Property and financed or refinanced with proceeds of the Bonds.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 10.3* and *10.4* of the Project Lease, constitute the "Project" as referred to in both the Project Lease and the Indenture.

GILMORE & BELL, P.C.
OCTOBER 19, 2026

THE BESSE, LLC
AS TENANT AND PURCHASER

AND

CITY OF PITTSBURG, KANSAS
AS ISSUER

BOND PURCHASE AGREEMENT

$23,500,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2026
(BESSE LOFTS PROJECT)

BOND PURCHASE AGREEMENT

$23,500,000
CITY OF PITTSBURG, KANSAS
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2026
(BESSE LOFTS PROJECT)
Dated: NOVEMBER 1, 2026

THIS AGREEMENT entered into as of November 1, 2026 (the "Sale Date"), between The Besse, LLC, a Kansas limited liability company (the "Tenant"), the City of Pittsburg, Kansas (the "Issuer") and The Besse, LLC, Pittsburg, Kansas (the "Purchaser"), collectively referred to herein as the "Parties." All capitalized terms not specifically defined herein shall have the same meaning as defined in the hereinafter referenced Indenture and Project Lease, unless some other meaning is plainly indicated.

SECTION 1. RECITALS.

(a) The Issuer proposes to issue and sell the Bonds identified above (the "Bonds") to provide funds to acquire, construct and equip a commercial and educational facility (the "Project") located within the corporate limits of the Issuer, to be leased by the Issuer to the Tenant pursuant to a Project Lease dated as of November 1, 2026 (the "Project Lease").

(b) Pursuant to the constitution and laws of the State of Kansas, including K.S.A. 12-1740 *et seq*. (the "Act"), the Bonds are limited obligations of the Issuer payable solely from the Trust Estate under the Indenture (hereinafter defined), including payments derived by the Issuer from the Project Lease. The Bonds will be dated November 24, 2026, will contain such other terms and provisions as are set forth in an ordinance duly passed by the governing body of the Issuer on November 10, 2026 (the "Ordinance"), and other proceedings and determinations related thereto as authorized and governed by the provisions of a Trust Indenture (the "Indenture") dated November 1, 2026 between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the "Trustee").

(c) The proceeds of the sale of the Bonds are to be applied:

(i) to provide for accrued interest through the date of Closing;

(ii) to provide funds to pay Project Costs (as defined in the Indenture); and

(iii) to pay expenses related to Bond issuance;

all as set forth in the Project Lease, Ordinance and Indenture.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS.

(a) On the basis of the representations, warranties and covenants contained herein and in the other agreements and documents referred to herein, and subject to the terms and conditions herein set forth, the Purchaser agrees to purchase from the Issuer and the Issuer agrees to sell to the Purchaser the Bonds not later than 12:00 Noon, applicable Central time on November 1, 2026, or such other place, time or date as shall be mutually agreed upon by the Issuer and the Purchaser, at the purchase price equal to the par amount of the bonds issued in the Indenture, plus accrued interest from the Dated Date to the Issue Date (the "Purchase Price"). The date of such delivery and payment is herein called the "Issue Date," the

hour and date of such delivery and payment is herein called the "Closing Time" and the transactions to be accomplished for delivery of the Bonds on the Issue Date shall be herein called the "Closing." The Bonds shall be issued under and secured as provided in the Indenture and the Bonds shall have the maturities and interest rates as set forth therein. The Bonds shall contain such other provisions as are described in the Indenture.

(b) The Parties acknowledge and agree that: (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Purchaser; (ii) in connection with such transaction, the Purchaser is acting solely as a principal and not as an agent or a fiduciary of any of the Issuer; (iii) the Purchaser has not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Purchaser, or any affiliate of the Purchaser, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except with respect to the obligations expressly set forth in this Bond Purchase Agreement; and (iv) the Issuer and the Tenant have consulted with their own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

(c) The Bonds are purchased by Purchaser under the following conditions: (i) the Bonds are not being registered or otherwise qualified for sale under the "Blue Sky" laws; (ii) Purchaser will hold the Bonds as one single debt instrument, (iii) no CUSIP numbers will be obtained for the Bonds, (iv) no official statement or other similar offering document has been prepared in connection with the private placement of the Bonds, and (v) the Bonds will not close through the DTC or any similar repository and will not be in book entry form.

(d) The delivery of the Bonds shall be made in definitive form, as fully registered bonds (in such denominations as the Purchaser shall specify in writing at least 48 hours prior to the Closing Time) duly executed and authenticated provided, however, the Bonds may be delivered in temporary form. The Bonds shall be available for examination and packaging by the Purchaser at least 24 hours prior to the Closing Time.

SECTION 3. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE PURCHASER

By the execution hereof the Purchaser hereby represents, warrants and agrees with the Issuer that as of the date hereof and at the Closing Time:

(a) Purchaser is knowledgeable and experienced in financial and business matters and is capable of evaluating investment merit and risks associated with its purchase of the Bonds. The Purchaser has been furnished and has reviewed the provisions of the Ordinance, Indenture and Project Lease relating to the authorization of and security for payment of the Bonds.

(b) Purchaser is purchasing the Bonds as an investment for its own account and not with a view to the sale, redistribution or other disposition thereof in the ordinary course of business in a transaction not amounting to a public offering as contemplated by Section 4(2) of the Securities Act of 1933, as amended. Purchaser acknowledges that (i) the Bonds will not be registered under the Securities Act of 1933, as amended or any applicable state securities law, (ii) the Bonds may not be transferred unless, in the opinion of counsel acceptable to the Issuer and the Trustee, such transfer will not cause a violation of the Securities Act of 1933, as amended, or any applicable state securities law and that (iii) language consistent with the foregoing restrictions will appear in the registration and transfer provisions of the Indenture.

SECTION 4. ISSUER'S REPRESENTATIONS.

The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows, all of which will continue in effect subsequent to the Closing:

(a) The Issuer is a municipal corporation incorporated as a city of the first class under the laws of the State of Kansas.

(b) The governing body of the Issuer did enact the Ordinance; it has been signed by a duly authorized official of the Issuer, it has been published once in the official city newspaper as required by law, and it is presently in full force and effect and has not been amended or modified.

(c) The Issuer has full power and authority to execute and deliver the Indenture, the Site Lease, the Project Lease, the Bond Purchase Agreement and any and all other documents reasonably necessary in connection with the Indenture, the Project Lease the Site Lease and the Bond Purchase Agreement (the "Issuer Documents"); the Issuer Documents have been duly executed and delivered by the Issuer in the manner authorized and constitute legal, valid and binding obligations of the Issuer in accordance with their terms, except to the extent limited by or subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights, principles of equity or the exercise of judicial discretion.

(d) The execution, delivery and performance of the Issuer Documents will not conflict with or constitute on the part of the Issuer a material breach or default under any agreement, indenture or instrument known to it to which the Issuer is a party or by which it is bound.

(e) The Issuer has duly and validly authorized the taking on its behalf of any and all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Ordinance and the Issuer Documents.

(f) There is not now pending or, to the knowledge of the officials of the Issuer, threatened any litigation seeking to restrain or enjoin the issuance or delivery of the Bonds, or contesting or questioning (i) the validity of the Bonds, (ii) the proceedings or authority under which they are issued, (iii) the existence of the Issuer, (iv) the authority of the Issuer to enact the Ordinance or enter into the Issuer Documents, or (v) the Issuer's pledge of the Project, the revenues therefrom and the Trust Estate under the Indenture as security for the payment of the Bonds.

(g) Any certificate signed by an 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 made in such certificate.

SECTION 5. REPRESENTATIONS OF THE TENANT.

The Tenant makes the following representations as of the Closing, all of which will continue in effect subsequent to the Closing:

(a) The Tenant is a duly formed Kansas limited liability company, duly authorized to do business under the laws of the State of Kansas.

(b) The Tenant has full power and authority to enter into, execute and deliver the Project Lease, and this Bond Purchase Agreement (the "Tenant Documents"), and to perform its obligations thereunder, all of which have been duly authorized by all proper and necessary corporate action, and no

consent or approval of parties not signatories to this Bond Purchase Agreement or of any public authority other than the Issuer is necessary to carry out the same.

(c) The execution, delivery and performance by the Tenant of the Tenant Documents will not conflict with or constitute a material violation or breach of or a default under its articles of organization or operating agreement, or any mortgage, indenture, deed of trust, contract, instrument or agreement binding on it or affecting its property, or any provision of law or order, rule, regulation, ordinance or decree of any court, government or governmental body having jurisdiction over the Tenant or any of its property.

(d) All written information (including financial statements) supplied by the Tenant which has been relied upon by Gilmore & Bell, P.C. ("Bond Counsel") is complete and correct in all material respects.

(e) To the actual knowledge of the partners of the Tenant and the officers of the Tenant signing this Bond Purchase Agreement, there is no litigation, proceeding or investigation by or before any court, public board or body, pending, or threatened, against or affecting the Tenant, its officers or property, challenging the validity of the Tenant Documents, or seeking to enjoin any of the transactions contemplated by such instruments or the performance by the Tenant of its obligations thereunder, or challenging the acquisition or operation of the Project. Further, no litigation, proceeding, or investigation is pending or, to the knowledge of the officers of the Tenant signing this Bond Purchase Agreement, threatened, against the Tenant, its partners or property except (i) that arising in the normal course of the its business operations, and being defended by or on behalf of the Tenant, in which the probable ultimate recovery and estimated defense costs and expenses, in the opinion of the management of the Tenant will be entirely within applicable insurance policy limits (subject to applicable self-insurance, retentions and deductibles), or (ii) that which, if determined adversely to the Tenant, would not, in the opinion of the management of the Tenant, materially adversely affect the Tenant's operations or condition, financial or otherwise.

SECTION 6. TENANT'S COVENANT.

The Tenant will promptly notify the Purchaser of any material adverse change in the business, properties or financial condition of the Tenant, or with respect to the Project, occurring before Closing or or be necessary in order to make the information contained therein not misleading in connection with the sale of the Bonds.

SECTION 7. REPRESENTATIONS TO SURVIVE CLOSING.

The representations, warranties, agreements, and indemnities of the Issuer, the Tenant and the Purchaser contained herein will survive the Closing and any investigation made by or on behalf of the Issuer, the Tenant or the Purchaser, of any matters described in, or related to, the transactions contemplated hereby and by the Site Lease and the Project Lease.

SECTION 8. CONDITIONS OF CLOSING.

The Purchaser's obligations to purchase the Bonds are subject to fulfillment of the following conditions at or before Closing:

(a) The representations of the Issuer and the Tenant hereunder must be true on and as of the Issue Date and must be confirmed by certificates dated as of the Closing;

(b) Neither the Issuer nor the Tenant has defaulted in the performance of any of their respective covenants hereunder;

(c) The Purchaser must receive at the Closing:

(i) an opinion of Bond Counsel, dated as of the Closing, in form and substance satisfactory to the Purchaser and its counsel**;**

(ii) an opinion of counsel for the Tenant, dated as of the Closing, in form and substance satisfactory to Bond Counsel and to the Purchaser and its counsel confirming the Tenant's representations as set forth in paragraphs (a) through (e) inclusive of *Section 5* of this Bond Purchase Agreement;

(iii) an opinion of counsel for the Issuer, dated as of the Closing, in form and substance satisfactory to Bond Counsel and to the Purchaser and its counsel, confirming the Issuer's representations set forth in paragraphs (a) through (f) inclusive of *Section 4* of this Bond Purchase Agreement;

(iv) a certificate or certificates, satisfactory in form and substance to Bond Counsel and the Purchaser and its counsel, of an authorized official of the Issuer dated the date of the Closing to the effect that (A) each of the representations of the Issuer set forth in *Section 4* hereof is true, accurate and complete in all material respects as of the Closing, and each of the agreements of the Issuer set forth in this Bond Purchase Agreement to be complied with at or prior to the Closing has been complied with; and (B) no litigation is pending, or to such official's knowledge, threatened, to restrain or enjoin the issuance or delivery of the Bonds, or contesting or questioning the validity of the Bonds, the proceedings or authority under which they are issued, the existence of the Issuer, the authority of the Issuer to enact the Ordinance or enter into the Indenture, the Project Lease or the Bond Purchase Agreement, or the Issuer's pledge of the Project, the revenues therefrom and the Trust Estate under the Indenture as security for the payment of the Bonds, and (C) that none of the proceedings authorizing issuance of the Bonds or execution and delivery of the bond documents has been repealed, revoked or rescinded;

(v) a certificate or certificates, satisfactory in form and substance to Bond Counsel and to the Purchaser and its counsel, of member of the Tenant, dated the date of Closing to the effect that each of the representations of the Tenant set forth in *Section 5* hereof is true, accurate and complete in all material respects as of the Closing, and each of the agreements of the Tenant set forth in this Bond Purchase Agreement to be complied with at or prior to the Closing has been complied with as of such time;

(vi) such additional certificates, legal and other documents, listed on a closing agenda to be approved by Bond Counsel and counsel to the Purchaser, as the Purchaser may reasonably request to evidence performance or compliance with the provisions hereof and the transactions contemplated hereby and by the Indenture and Project Lease, or as Bond Counsel shall require in order to render its opinion, all such certificates and other documents to be satisfactory in form and substance to the Purchaser.

(d) At Closing, there shall not have been any adverse change in the business, property or financial condition of the Tenant from that furnished to the Purchaser which, in the judgment of the Purchaser, is material and makes it inadvisable to proceed with the sale of the Bonds; and the Purchaser

shall have received a certificate from the Tenant that no material adverse change has occurred or, if such a change has occurred, full information with respect thereto.

SECTION 9. THE PURCHASER'S RIGHT TO CANCEL.

The Purchaser shall have the right to cancel the obligation hereunder to purchase the Bonds (such cancellation shall not constitute a default for purposes of ***Section 1*** hereof) by notifying the Issuer, the Tenant in writing or by facsimile of its election to make such cancellation prior to the Closing Time, if at any time after the execution of this Bond Purchase Agreement and prior to the Closing Time, the market price or marketability of the Bonds, or the ability of the Purchaser to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(a) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by the Legislature of the State or by any other governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered, or litigation challenging the law under which the Bonds are to be issued shall be filed in any court in the State.

(b) A stop order, ruling, regulation or official statement by, or on behalf of, the SEC or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby, is in violation or would be in violation of any provision of the 1933 Act, the 1934 Act or the Trust Indenture Act of 1939, as amended.

(c) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, including all the underlying obligations, are not exempt from registration under or from other requirements of the 1933 Act or the 1934 Act.

(d) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

(e) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Purchaser.

(f) Any general banking moratorium shall have been established by federal, New York or Kansas authorities.

(g) A material default has occurred with respect to the obligations of, or proceedings have been instituted under the Federal bankruptcy laws or any similar state laws by or against, any state of the United States or any city located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a city or state.

(h) Any proceeding shall be pending or threatened by the SEC against the Issuer.

(i) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of the government or the financial community shall have occurred.

(j) A default by or a moratorium initiated by the United States in respect to payment of any direct obligation of, or obligation the principal of and interest on which is fully and unconditionally guaranteed as to full and timely payment by, the United States of America.

SECTION 10. PAYMENT OF EXPENSES.

If the Bonds are sold by the Issuer to the Purchaser, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds shall be paid by the Tenant out of Tenant funds. Such expenses and costs shall include, but not be limited to: (i) the fees and disbursements of Bond Counsel; (ii) the fees and disbursements of the Issuer's legal counsel; (iii) fees and disbursements of the Tenant legal counsel; (iv) costs associated with obtaining municipal bond insurance or municipal bond ratings relating to the Bonds, if any; (v) the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, this Bond Purchase Agreement and all other agreements and documents contemplated hereby; (vi) fees of the Trustee; and (vii) all costs and expenses of the Issuer relating to the issuance of the Bonds. The Purchaser shall be responsible for payment of the costs of qualifying the Bonds for sale in the various states chosen by the Purchaser, all advertising expenses in connection with the offering of the Bonds, the fees and disbursements of the Purchaser's legal counsel and all other expenses incurred by the Purchaser in connection with the offering, sale and distribution of the Bonds.

SECTION 11. NOTICES AND OTHER ACTIONS.

All notices, demands and formal actions hereunder will be in writing mailed, faxed or delivered to:

The Issuer:	City of Pittsburg, Kansas 201 W. 4th Street Pittsburg, Kansas 66762 Attn: City Clerk
The Tenant and Purchaser:	The Besse, LLC 315 W. 3rd Street Pittsburg, KS 66762 Attn: Rick Baden
	With a copy to: Polsinelli PC 900 W. 48th Place, Suite 900 Kansas City, MO 64112 Attn. Joe R. Oaks

SECTION 12. MISCELLANEOUS.

(a) This Bond Purchase Agreement shall be binding upon the Parties and their respective successors. This Bond Purchase Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that the representations, warranties, indemnities and agreements of the Issuer and the Tenant contained in this Bond Purchase Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control the Purchaser (within the meaning of Section 15 of the 1933

Act or Section 20 of the 1934 Act). Nothing in this Bond Purchase Agreement is intended or shall be construed to give any person, other than the persons referred to in this Paragraph, any legal or equitable right, remedy or claim under or in respect of this Bond Purchase Agreement or any provision contained herein. All of the representations, warranties and agreements of the Issuer contained herein shall remain in full force and effect, regardless of: (i) any investigation made by or on behalf of the Purchaser, (ii) delivery of and payment for the Bonds; or (iii) any termination of this Bond Purchase Agreement.

(b) For purposes of this Bond Purchase Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

(c) This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

(d) This Bond Purchase Agreement may be executed in one or more counterparts, and if executed in more than one counterpart, the executed counterparts shall together constitute a single instrument.

(e) This Bond Purchase Agreement may not be assigned by either party without the express written consent of the other party.

SECTION 13. EFFECTIVE DATE.

This Bond Purchase Agreement shall become effective upon acceptance hereof by the Issuer.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Upon your acceptance of the offer, the foregoing agreement will be binding upon you and the Purchaser. Please acknowledge your agreement with the foregoing by executing the enclosed copy of this Bond Purchase Agreement and returning it to the undersigned.

THE BESSE, LLC
PITTSBURG, KANSAS

Date: _____
Time: _____.m.

By: _____
Manager

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

CITY OF PITTSBURG, KANSAS

Date: _____
Time: _____.m.

By: _____
Mayor

ATTEST: (Seal)

By: _____
City Clerk

City of Pittsburg
PARKS & RECREATION

PARKS AND RECREATION
710 West 9th Street · Pittsburg KS 66762
(620) 231-8310
www.pittks.org

MEMORANDUM

To: DARON HALL
CITY MANAGER

From: KRISTOPHER LOY
PARKS AND RECREATION DIRECTOR

Date: November 10, 2026

Subject: Contract with JT Construction for Don Gutteridge Sports Complex Amenities

The City of Pittsburg seeks approval to enter into a contract with JT Construction in the amount of $1,748,780.70 for the construction of several amenities associated with the athletic facility project. The scope of work includes the construction and installation of bleachers, press boxes, dugouts, and associated concrete work throughout the facility.

Funding for this contract will be provided through private donations made possible by the outstanding fundraising efforts of community supporters and project partners. The total cost of these amenities is guaranteed by Point Forward, LLC, ensuring that no City funds will be required for this portion of the project.

Approval of this contract will allow the project to move forward and provide essential amenities that will enhance the functionality and overall user experience of the facility.

Recommendation:

Approve the contract with JT Construction for the construction of the athletic facility amenities, including bleachers, press boxes, dugouts, and associated concrete work, with funding provided through private donations and guaranteed by Point Forward, LLC.

ESTIMATE #	DATE	EXPIRES
830	11/11/2026	

Title: Don Gutteridge Sports Complex Site Improvements

CUSTOMER

City of Pittsburg

SERVICE ADDRESS

702 Memorial Drive
Pittsburg, KS 66762

	Total
Don Gutteridge Sports Complex Site Improvements	$1,748,780.70

Subtotal	$1,748,780.70
Tax: (0%)	$0.00
Total	**$1,748,780.70**

INCLUSIONS

Project Management, Mobile Storage, Mobilization, Work Trucks/Fuel, Waste Management, and Layout/Coordination with Owner/Mammoth/Subcontractors on all (7) ball fields

Stice Field - 10'x16'x20' CMU Press Box building w/ brick accents, (2) 10'x40' dugouts w/ brick accents (Storage Rooms in both 1st and 3rd base dugout), Scoreboard Foundations (Scoreboard supply and install by others), Backstop Foundations and CMU Block w/ Brick accents, 6400 SF Site Concrete, 3000 SF Perimeter Sidewalk, Bleachers Supply and Install, (3) Bleacher Covers Supply and Install, Metal roof system supply and install on Press Box and Dugouts, (2) Brick Entry columns (2'-0 x 2'-0 x 10'-0) w/ stone caps at Memorial Drive entrance

(6) Play-In Fields - CMU Press box structures w/ Brick accents, Dugout Cleaing and Painting, Scoreboard Footings, 26,400 SF of Site Concrete, Bleacher Systems Supply and Install, (18) Bleacher Covers Supply and Install

7500 SF of Misc Asphalt Demo and Concrete Paving

13,000 SF of sidewalk around ball parks

ESTIMATE #	DATE	EXPIRES
830	11/11/2026	

TERMS & CONDITION
Please review the following terms and estimate due-date prior to work beginning.

APPROVAL
This Estimate has been accepted on _____ by _____ Signature: _____

City of Pittsburg
Forward Together.

DEPARTMENT OF PUBLIC WORKS & UTILITIES
1506 North Walnut · Pittsburg KS 66762
(620) 240-5126
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: November 12, 2026

SUBJECT: Agenda Item – November 17, 2026
Final Payment No. 10
Southwest Industrial Park Utilities Project

The contractor, Asbell, of Carl Junction, MO, has completed all work on the Southwest Industrial Park Utilities Project and is now requesting final payment.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 17, 2026. Action necessary will be approval or disapproval of the final payment to Asbell, in the amount of $6,403.28

If you have any questions concerning this matter, please do not hesitate to contact me.

Attachments: Final Payment Documents

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 10

Application Period: 10 Retainage		
To (Owner): City of Pittsburg	From (Contractor): Asbell	Via (Engineer): Earles Engineering & Inspection, Inc.
Project: Southwest Industrial Park Utilities Inspection	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 24-412

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
1	$0.00	$0.00
2		
3		
4		
5		
6		
7		
8		
TOTALS	$0.00	$0.00
NET CHANGE BY CHANGE ORDERS	$0.00	

1. ORIGINAL CONTRACT PRICE	$	$640,328.39
2. Net change by Change Orders	$	$0.00
3. Current Contract Price (Line 1 ± 2)	$	$640,328.39
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	$	$640,328.39
5. RETAINAGE:		
a. 0% X $640,328.39 Work Completed	$	$0.00
b. 10% X $0.00 Stored Material	$	$0.00
c. Total Retainage (Line 5a + Line 5b)	$	$0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	$640,328.39
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)		$633,925.11
8. AMOUNT DUE THIS APPLICATION	$	$6,403.28
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	$0.00

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: [signature] Date: 11/10/26

Payment of: $ 6,403.28
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): 24-412 SOUTHWEST INDUSTRIAL PARK UITLITIES INSPECTION

Application Number: #SPII.1

Application Period:

Application Date: 8/11/2025

A					B	C	D	E	F		
Item		Bid Item Quantity	Unit	Unit Price	Bid Item Value ($)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description										
	BASE BID										
	GENERAL										
1	Mobilization	1.00	LS	$ 33,224.42	$33,224.42	1	$33,224.42		$33,224.42	100.0%	$0.00
2	Construction Staking	1.00	LS	$ 4,765.41	$4,765.41	1	$4,765.41		$4,765.41	100.0%	$0.00
3	Traffic Control	1.00	LS	$ 2,255.63	$2,255.63	1	$2,255.63		$2,255.63	100.0%	$0.00
4	Erosion Control	1.00	LS	$ 911.88	$911.88	1	$911.88		$911.88	100.0%	$0.00
5	Site Clearing and Restoration	1.00	LS	$ 15,897.20	$15,897.20	1	$15,897.20		$15,897.20	100.0%	$0.00
6	Earthwork (Ditch Grading)	1.00	LS	$ 4,938.97	$4,938.97	1	$4,938.97		$4,938.97	100.0%	$0.00
7	15" RCP	66.00	LF	$ 65.09	$4,295.94	66	$4,295.94		$4,295.94	100.0%	$0.00
8	15 RC End Section(s)	2.00	EA	$ 623.86	$1,247.72	2	$1,247.72		$1,247.72	100.0%	$0.00
9	Aggregate Surfacing (AB-3)(8") on GeoGrid	205.00	SY	$ 16.47	$3,376.35	205	$3,376.35		$3,376.35	100.0%	$0.00
10	Concrete (8")(Reinf.)	116.00	SY	$ 76.11	$8,828.76	116	$8,828.76		$8,828.76	100.0%	$0.00
11	Aggregate Base (AB-3)(8") on GeoGrid	127.00	SY	$ 17.41	$2,211.07	127	$2,211.07		$2,211.07	100.0%	$0.00
	WATERLINE										
12	8" PVC Waterline Pipe (C900)	1595.00	LF	$ 45.07	$71,886.65	1595	$71,886.65		$71,886.65	100.0%	$0.00
13	Tracer Wire	1595.00	LF	$ 0.25	$398.75	1595	$398.75		$398.75	100.0%	$0.00
14	Connect to Existing Waterline	4.00	EA	$ 520.59	$2,082.36	4	$2,082.36		$2,082.36	100.0%	$0.00
15	6"x6" Tapping Valve, Sleeve & Riser	2.00	EA	$ 405.72	$811.44	2	$811.44		$811.44	100.0%	$0.00
16	8"x8" Tapping Valve, Sleeve & Riser	1.00	EA	$ 204.74	$204.74	1	$204.74		$204.74	100.0%	$0.00
17	16"x8" Tapping Valve, Sleeve & Riser	1.00	EA	$ 352.94	$352.94	1	$352.94		$352.94	100.0%	$0.00
18	8" Valve	4.00	EA	$ 2,280.23	$9,120.92	4	$9,120.92		$9,120.92	100.0%	$0.00
19	Fire Hydrant Assembly	1.00	EA	$ 6,046.09	$6,046.09	1	$6,046.09		$6,046.09	100.0%	$0.00
	SANITARY SEWER										
20	8" PVC Sanitary Sewer Pipe (SDR-26)	1484.00	LF	$ 68.06	$101,001.04	1484	$101,001.04		$101,001.04	100.0%	$0.00
21	6" PVC Sanitary Sewer Forcemain	145.00	LF	$ 89.42	$12,965.90	145	$12,965.90		$12,965.90	100.0%	$0.00
22	Connect to Existing Forcemain	1.00	EA	$ 1,574.05	$1,574.05	1	$1,574.05		$1,574.05	100.0%	$0.00
23	4' Diameter Concrete Manhole	4.00	EA	$ 7,370.82	$29,483.28	4	$29,483.28		$29,483.28	100.0%	$0.00
24	8' Diameter Concrete Wetwell	1.00	EA	$ 83,068.51	$83,068.51	1	$83,068.51		$83,068.51	100.0%	$0.00
25	10'x6' Concrete Forcemain Valve Vault & Valves	1.00	EA	$ 38,219.91	$38,219.91	1	$38,219.91		$38,219.91	100.0%	$0.00
26	Pre-Package Pump Station (Duplex - 320 GPM)	1.00	EA	$ 72,076.97	$72,076.97	1	$72,076.97		$72,076.97	100.0%	$0.00
27	Backup Generator (Cummins 25 kW)	1.00	EA	$ 47,411.24	$47,411.24	1	$47,411.24		$47,411.24	100.0%	$0.00
28	Generator Concrete Base	1.00	LS	$ 2,384.08	$2,384.08	1	$2,384.08		$2,384.08	100.0%	$0.00
29	4' Diameter Shallow Manhole w/6" Flowmeter	1.00	EA	$ 9,665.77	$9,665.77	1	$9,665.77		$9,665.77	100.0%	$0.00
30	Electrical Riser Panel and Electrical Work	1.00	EA	$ 51,242.96	$51,242.96	1	$51,242.96		$51,242.96	100.0%	$0.00
31	Carport (10'x12'x8')	1.00	EA	$ 2,624.36	$2,624.36	1	$2,624.36		$2,624.36	100.0%	$0.00
32	Concrete (8")(Reinf.)	64.00	SY	$ 77.15	$4,937.60	64	$4,937.60		$4,937.60	100.0%	$0.00
33	Aggregate Base (AB-3)(8") on Geogrid	76.00	SY	$ 17.99	$1,367.24	76	$1,367.24		$1,367.24	100.0%	$0.00
34	Chain Link Fence (6' w/3-Strand Barbed Wire)	76.00	LF	$ 105.09	$7,986.84	76	$7,986.84		$7,986.84	100.0%	$0.00
35	Chain Link Fence Gate (6'x10' w/3-Strand Barbed Wire)	2.00	EA	$ 730.70	$1,461.40	2	$1,461.40		$1,461.40	100.0%	$0.00
		TOTAL			**$640,328.39**		**$640,328.39**	**$0.00**	**$640,328.39**	**100.00%**	**$0.00**

To: Daron Hall, Tammy Nagel

From: Kim Froman Director of Community Development and Housing

Date: November 10, 2026

Subject: Agenda Item – 110 N. Walnut Donation to City of Pittsburg

The Board of Directors of Community Health Center of Southeast Kansas, Inc., voted at their April 16, 2026, meeting to pass a resolution allowing the donation of the property located at 110 N. Walnut to the City of Pittsburg for the purposes of a dog park.

The Pittsburg City Commission voted to approve the property donation at the April 28, 2026, City Commission Meeting.

All deed work has been completed, and the Donation Agreement has been prepared and is requesting acknowledgement from the City. A resolution authorizing the City Manager to sign and complete all closing related documents is also included in order to close on November 18, 2026.

In this regard, please place these items on the agenda for the City Commission Meeting scheduled for November 17, 2026.

Thank you.

Kim Froman

Director of Community Development and Housing

DONATION AGREEMENT

This Donation Agreement (this "**Agreement**"), dated as of November 17, 2026, is entered into between Community Health Center of Southeast Kansas, Inc., a Kansas nonprofit corporation ("**CHC/SEK**") and the City of Pittsburg, Kansas, a municipal corporation, duly organized and existing under the laws of the State of Kansas, with its principal office located at 201 W. 4th St., Pittsburg, Kansas 66762 (the "**City**").

CHC/SEK and City may be referred to individually as "Party" and collectively as "Parties".

RECITALS

A. CHC/SEK is a federally qualified health center providing a wide range of primary care services at multiple locations throughout Eastern Kansas and Northeast Oklahoma.

B. The City is a municipality duly organized and existing under the laws of the State of Kansas.

C. CHC/SEK owns a parcel of land located at 110 N. Walnut, Pittsburg, Kansas (the "Property").

D. The City wishes to create a public dog park (the "Dog Park") on the Property.

E. CHC/SEK desires to assist the City in creating the Dog Park through donating the Property in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth in this Agreement, for other good and valuable consideration, the Parties, with the intent to be legally bound, agree as follows:

PROPERTY: 110 N. Walnut, Pittsburg, Crawford County, Kansas 66762;

LEGAL DESCRIPTION: Lots Numbered Four Hundred Five (405) and Four Hundred Six (406) in Block Number Forty One (41) in the Town (Now City) of Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof.

INCLUDED ITEMS: All structures and improvements existing on the Property as of the date of this Agreement.

CONSIDERATION: The Parties agree the Property shall be donated to the City at no cost.

CLOSING COSTS: The Parties agree that all closing costs associated with this transaction, including but not limited to title insurance premiums, escrow or closing fees, and recording fees, shall be borne exclusively by CHC/SEK.

CONDITION OF PROPERTY: City acknowledges and agrees that the Property, including all structures and improvements thereon, is being donated and conveyed in its present "AS IS", "WHERE IS", and "WITH ALL FAULTS" condition as of the Effective Date and as of the Closing Date. CHC/SEK makes no representations or warranties of any kind, express or implied, as to the

condition of the Property, the presence or absence of any defects, latent or patent, or the suitability of the Property for the City's intended use.

The City further acknowledges that it has been given a reasonable opportunity to inspect the Property, either personally or through agents of the City's choosing, and accepts the Property based on such inspections and the City's own judgment. The City assumes all risks associated with the condition of the Property and releases CHC/SEK from any and all liability or claims relating to the physical, structural, environmental, or other condition of the Property, except as may be expressly set forth in this Agreement.

REAL ESTATE TAXES: General real estate taxes and special assessments relating to the Property payable during the year in which Closing occurs will be prorated with respect to the Property as of the Closing Date. If Closing occurs before the taxes and special assessments levied against the Property for such year are known, the apportionment of taxes will be based on 105% of the most recent ascertainable taxes assessed and levied against the Property and all tax prorations will be final and will not be re-prorated when the actual tax bills for the Property are issued by the applicable taxing authority.

CHC/SEK's REPRESENTATIONS AND WARRANTIES: CHC/SEK represents and warrants to the City as of Closing:

1. This Agreement is valid and binding on CHC/SEK, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

2. CHC/SEK is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code 1986, as amended, or any regulations promulgated under Section 1445.

3. CHC/SEK is not a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

4. CHC/SEK has received no written notice of any violation or alleged violation of any zoning, fire, health or environmental code, ordinance or regulation regarding the Property.

5. There are no actions, lawsuits, litigation, or proceedings pending or threatened in any court or before any governmental or regulatory agency that may affect CHC/SEK's power or authority to enter into this Agreement and perform hereunder or otherwise consummate the transaction contemplated by this Agreement.

6. There are no pending condemnation proceedings against the Property and CHC/SEK has not received any notice from any person or entity threatening to commence condemnation proceedings against all or any part of the Property.

7. There are no mechanic's, materialmen's, or labor liens filed against the Property, all work performed on the Property by any person or entity and the cost of all materials furnished or supplied to the Property is paid in full, and there are no open or pending permits for work performed on or to the Property.

8. The Property, including, without limitation, all building systems and structural components, is in good condition and repair.

9. Other than the City, no person or entity holds any right or option to purchase the Property, including a right of first offer or right of first refusal.

10. The Property complies in all respects with the rules, regulations, ordinances, and laws of all governmental authorities having jurisdiction over the Property, including, without limitation, the ADA and all other applicable building codes and ordinances.

11. CHC/SEK has paid, in full, all real estate taxes, arising out of or relating to the Property that are due and payable.

12. The Property consists of a single zoning lot and no other property is within such zoning lot. The Property is not encumbered by a declaration or other agreement transferring any development rights or air rights appurtenant to the Property to any other property.

13. CHC/SEK has not: (i) transferred to any person or entity any development rights applicable to the Property; (ii) made any filings with any municipal agency or department for any construction on the Property except as expressly authorized by the City in writing; and (iii) encumbered the Property in any way except as expressly authorized in writing by the City.

14. CHC/SEK has not disposed or caused any person or entity to dispose of and has no actual or constructive knowledge of any person or entity that has or may have disposed of any Hazardous Substances (defined below) on, under, or at the Property; and no Hazardous Substances have been identified on, under, or at the Property. CHC/SEK has not received notice from any person or entity or any political or quasi-political, subdivision, agency, authority, department, court, commission, board, bureau, or instrumentality of any of the foregoing asserting jurisdiction over CHC/SEK or the Property, that Hazardous Substances may be or may have been present on the Property. There are no incinerators, septic tanks, underground storage tanks, PCB-containing equipment, asbestos-containing material, formaldehyde insulators, or cesspools on the Property; all waste is discharged from the Property into

a public sanitary sewer system in accordance with applicable laws, codes, ordinances, directives, and orders; and CHC/SEK has not discharged or caused any person or entity to discharge, and CHC/SEK has no actual or constructive knowledge or any person or entity that has or may have discharged any Hazardous Substances from the Property, directly or indirectly, into any body of water or adjacent property. As used in this Agreement, the term "Hazardous Substances" means: (i) those substances included within the definitions of any one or more of the terms "hazardous materials," "hazardous wastes," "hazardous substances," "industrial wastes," and "toxic pollutants," as such terms are defined under the Environmental Laws (defined below; (ii) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof; (iii) natural gas, synthetic gas, and any mixtures thereof; (iv) asbestos or any material that contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophylite, or actinolite, whether friable or non-friable; (v) polychlorinated biphenyl ("PCBs") or PCB-containing materials or fluids; (vi) radon; (vii) any other hazardous or radioactive substance, material, pollutant, contaminant, or waste; and (viii) any other substance that requires environmental investigation, monitoring or remediation under applicable Environmental Laws or governmental authorities. As used in this Agreement, the term "Environmental Laws" means all federal, state, and local laws, statutes, ordinances, and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees, and binding judgments relating to the regulation and protection of human health, safety, the environment, and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species, and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended (42 U.S.C. §§ 9601 et seq.); the Hazardous Material Transportation Act (HMTA), as amended (49 U.S.C. §§ 5101 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA); as amended (7 U.S.C. §§ 136 et seq.); the Resource Conservation and Recovery Act (RCRA); as amended (42 U.S.C. §§ 6901 et seq.); the Toxic Substances Control Act (TSCA), as amended (15 U.S.C. §§ 2601 et seq.); the Clean Air Act (CAA), as amended (42 U.S.C. §§ 7401 et seq.); the Federal Water Pollution Control Act (CWA), as amended (33 U.S.C. §§ 1251 et seq.); the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f et seq.); the Superfund Amendments and Reauthorization Act (SARA); any state or local counterpart or equivalent of any of the foregoing; and any federal, state, or local transfer of ownership notification or approval statutes

CLOSING DATE: Closing shall occur on or before **November 18, 2026** ("Closing Date"), or on such other date as may hereafter be mutually agreed upon by the parties hereto.

CHC/SEK's DELIVERABLES AT CLOSING: At the Closing, CHC/SEK shall duly execute, acknowledge and/or deliver:

a. A warranty deed (the "Deed"), executed and acknowledged by CHC/SEK which conveys to the City good, marketable, and insurable fee simple title to the Property, subject only to the Permissible Exceptions.

b. Originals or, if originals are not in the actual or constructive possession or control of CHC/SEK, copies of plans and specifications, technical manuals, and similar materials related to the Property, to the extent same are in CHC/SEK's possession or under CHC/SEK's control.

c. Originals or, if originals are not in the possession or control of CHC/SEK, copies of all books and records relating to the operation of the Property and maintained by CHC/SEK during CHC/SEK's ownership thereof, to the extent same are in CHC/SEK's possession or under CHC/SEK's control.

d. To the extent that such are in the possession of CHC/SEK, all keys, key cards, fobs, or codes to locks or doors located on the Property, which CHC/SEK shall deliver directly to the City at or before Closing.

e. Any other documents or instruments required to be executed pursuant to the provisions of this Agreement or otherwise reasonably necessary to be executed or delivered for consummation of the transactions contemplated hereby.

GOVERNING LAW: This Agreement is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Kansas.

MERGER: This Agreement constitutes the sole and entire agreement of the Parties and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to the subject matters contained in this Agreement.

MODIFICATIONS AND AMENDMENTS: The Parties shall not, under any circumstance, orally modify or amend this Agreement, and no agreement will be effective to waive, change, modify, terminate or discharge any provision of this Agreement, unless such is in writing and signed by CHC/SEK and the City.

SUCCESSORS AND ASSIGNS: This Agreement is binding upon and will inure to the benefit of the Parties and their respective heirs or successors and permitted assigns.

NO THIRD-PARTY BENEFICIARIES: The provisions hereof and of the documents to be executed and delivered at Closing are and will be for the exclusive benefit of CHC/SEK and the City only (and their respective permitted successors and assigns). Except for CHC/SEK and the City (and their respective permitted successors and assigns), no other person or entity has any rights hereunder or be entitled to rely upon the terms, covenants, and provisions contained herein. The provisions of this Section will survive the Closing or the termination of this Agreement.

ELECTRONIC SIGNATURES: The Parties may execute this Agreement by electronic signature, which will have the same force and effect as an original signature.

ACKNOWLEDGEMENT:

On this ___ day of November, 2026, Ross Turney, Chief Financial Officer and as authorized agent of Community Health Center of Southeast Kansas, Inc. ("CHC/SEK"), do hereby agree to the terms of the Donation Agreement as contained herein regarding the above-mentioned Property.

CHC/SEK Signature: _____

Ross Turney, Authorized Agent for
Community Health Center of Southeast Kansas, Inc.

THE STATE OF KANSAS)

COUNTY OF CRAWFORD)

This instrument was acknowledged before me this ____ day of November, 2026, by Ross Turney, Chief Financial Officer and as authorized agent of Community Health Center of Southeast Kansas, Inc.

_____

Notary Public

My Appointment Expires:

ACKNOWLEDGEMENT:

On this _____ day of November, 2026, _____, _____
(Name) (Title)

and as authorized agent of the City of Pittsburg, Kansas (the "City"), do hereby agree to the terms of the Donation Agreement as contained herein regarding the above-mentioned Property.

City Signature: _____
_____, Authorized Agent for
City of Pittsburg, Kansas

THE STATE OF KANSAS)
COUNTY OF CRAWFORD)

This instrument was acknowledged before me this ____ day of November, 2026, by _____and as authorized agent of the City of Pittsburg, Kansas.

_____
Notary Public

My Appointment Expires

RESOLUTION

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ALL CLOSING DOCUMENTS ON BEHALF OF THE CITY OF PITTSBURG, KANSAS, RELATED TO THE ACCEPTANCE OF DONATION OF REAL PROPERTY LOCATED AT 110 N. WALNUT STREET, PITTSBURG, KANSAS 66762.

WHEREAS, the City of Pittsburg, Kansas ("City") has agreed to accept the donation of real property located at 110 N. Walnut Street Pittsburg, Kansas 66762; and

WHEREAS, completion of the transaction requires the execution of closing documents, including but not limited to deeds, settlement statements, affidavits, certificates, and any other documents customarily required to finalize a real estate closing; and

WHEREAS, the Governing Body finds it necessary and appropriate to authorize the City Manager to execute such documents on behalf of the City to ensure an efficient and timely closing.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS:

1. Authorization Granted. The City Manager is hereby authorized and directed to execute all documents necessary to complete the City's acceptance of the donation of the property located at 110 N. Walnut Street, Pittsburg, Kansas 66762, including any related certifications, affidavits, and agreements required by the title company, seller, or lender (if applicable).
2. Further Actions. The City Manager, City Attorney, and City staff are authorized to take all additional actions reasonably necessary to carry out the intent of this Resolution and to finalize the transaction.
3. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

ADOPTED by the Governing Body of the City of Pittsburg, Kansas, this ___ day of _____, 2026.

APPROVED: _____

Mayor

ATTEST: _____

City Clerk

(SEAL)

City of Pittsburg
Forward Together.

PITTSBURG PUBLIC
HOUSING AUTHORITY
101 N Pine St -
Pittsburg KS 66762

(620) 232-1210
www.pittks.org
FAX: (620) 232-3453
Email: section8@pittks.org

INTEROFFICE MEMORANDUM

To: Mayor, City Commissioners, Daron Hall, Tammy Nagel

From: Megan Keener, Assistant Director of Housing

CC: Kim Froman, Director of Community Development and Housing

Date: November 6, 2026

Subject: Agenda Item – November 17, 2026
Emergency Solution Grant 2026-2027: Grant Agreement and Supplemental Agreement

I am pleased to present the enclosed Notice of Financial Award and Grant Agreements from the Kansas Housing Resources Corporation (KHRC) for the Emergency Solutions Grant (ESG) in the amount of $106,525. The ESG grant period will run for fifteen (15) months, from July 1, 2026, through September 30, 2027.

This funding will support efforts to prevent individuals and families from experiencing homelessness and assist those who are currently homeless. For more than 13 years, the City of Pittsburg and the Pittsburg Public Housing Authority have partnered with community organizations to serve our most vulnerable citizens. For this grant cycle, the City of Pittsburg/Pittsburg Public Housing Authority will partner with Building Health, Inc.

The Notice of Financial Award and Grant Agreement is required for KHRC to disburse grant funds to the Subrecipient, the City of Pittsburg, for eligible expenditures. The Supplemental Grant Agreement authorizes the Subrecipient to disburse ESG funds to the funded agency, the Building Health, Inc, for eligible expenditures.

Staff recommends that the Commission approve the grant agreements and authorize the Mayor to execute the necessary documents. Please feel free to contact me with any questions or need additional information.

Sincerely,

Megan Keener

Megan Keener
Assistant Director of Housing
Pittsburg Public Housing Authority

Attachment
- Notice of Financial Award
- Grant Agreement
- Supplemental Agreement

KANSAS HOUSING
RESOURCES CORPORATION

July 1, 2026

Megan Keener
City of Pittsburg (Subrecipient)

Dear Megan Keener,

Kansas Housing Resources Corporation is pleased to announce that the City of Pittsburg has been selected for a conditional award of $106,525 in the 2026 Emergency Solutions Grant funds. Listed below is the total amount of your award for ESG program funds (street outreach, emergency shelter, homeless prevention, rapid rehousing, and/or HMIS) and administrative funds.

Program Funds	Administrative funds	Total
$103,722	$2,803	$106,525

The program funds are to be subawarded to the following agencies:

- City of Pittsburg - $81,222
- Building Health Inc - $22,500

Please complete and submit the following forms by July 31, 2026. These documents can be electronically signed and emailed back to ESG@kshousingcorp.org.

- Budget Itemization Form – Please submit budget itemization forms from the agencies listed above
- Faith Based Certification form from the agencies listed above.
- Match Certification form – Please submit an updated match certification from the agencies listed above. The total match amount must equal the total award amount.

Please note this is a conditional award of the 2026 Emergency Solutions Grant funds. This award is dependent on Kansas Housing receiving our allocation of 2026 ESG funds. Please advise your sub-awardees of this conditional award and the relevant requirements. If you have questions or need more information, please feel free to contact me at dwallace@kshousingcorp.org.

Thank you,
Doug Wallace
Doug Wallace

KANSAS HOUSING

NOTICE OF FINANCIAL AWARD & GRANT AGREEMENT
Kansas Emergency Solutions Grant

Subrecipient City of Pittsburg

Subrecipient DBA

Mailing Address 201 W 4th Street **City/State/Zip** Pittsburg, Ks 66762

Subrecipient EIN 48-6041003 **Subrecipient Unique Entity Identifier (UEI)** XNPHHQ8RAQH1

Recipient (Pass-Through Entity) Kansas Housing Resources Corporation

Mailing Address 200 SW 6th Ave. **City/State/Zip** Topeka, KS 66603-3803

Contact Person ESG Program Manager **Phone** 785-217-2019

Date 11/3/2026 **Grant Number** E26 - PITTSBURG

Funds Obligated – This Action $106,525.00 **Total Funds Obligated** $106,525.00

Performance Period July 1, 2026 through September 30, 2027

Research and Development? No

Federal Identifying Information

Federal Awarding Agency U. S. Department of Housing and Urban Development (HUD)

CFDA No. 14.231 **CFDA Title** Emergency Solutions Grant (ESG)

Document No./FAIN E-26-DC-20-0001 **Federal Fiscal Year** FFY2026

Federal Award Date 9/18/2026

GRANT AGREEMENT

I. Parties & Project Description

Kansas Housing Resources Corporation ("KHRC") administers the Emergency Solutions Grant ("ESG") program for the State of Kansas. Pursuant to the terms of this Agreement, KHRC hereby awards an ESG grant to **City of Pittsburg** (the "Subrecipient") in the amount stated above, which shall be used in accordance with the following budget:

Administrative..... $2,803.00
Subrecipient Indirect Cost Rate. . . . . _____
Street Outreach.....$16,500.00
Emergency Shelter..... $6,000.00
Homeless Prevention..... $40,611.00
Rapid Rehousing.....$40,611.00
HMIS.....$_____

In exchange for the subject grant, and in accordance with the purposes of the ESG Act and the terms and conditions set forth herein, the Subrecipient agrees to complete and perform its ESG eligible activities in **Crawford County**, in accordance with its application and all supporting documentation, which are incorporated herein by this reference and made a part of this Agreement (collectively, the "Application").

[IF APPLICABLE: In order to complete the ESG eligible activities provided under this Agreement, the parties agree and acknowledge that the Subrecipient intends to provide a subgrant(s) to the subawardee(s) listed below:

Agency Name	Amount
Building Health, Inc	$16,500.00 (Street Outreach) $6,000.00 (Emergency Shelter)

The Subrecipient understands and agrees that it will be Subrecipient's responsibility to monitor the activities of any subawardee identified above and ensure that subawardee complies with all applicable federal statutes and regulations, as well as all terms and conditions of this Agreement. Additionally, the Subrecipient shall ensure that each subawardee identified above follows the Budget Itemization(s) submitted to KHRC prior to the execution of this Agreement, which are incorporated herein by this reference.]

II. Grant Period

The term of this grant agreement is July 1, 2026 through September 30, 2027.

III. Responsibilities and Representations of Subrecipient

A. The Subrecipient certifies that it is eligible to receive ESG funds as a subrecipient as provided under 24 CFR 576.2.

B. The Subrecipient shall perform the activities provided under this Agreement in accordance with the Application, and in the area in the state of Kansas specified in the Application, all in a satisfactory manner as determined by KHRC.

C. The grant amount stated in the Agreement shall be 100 percent of the ESG funds committed by KHRC to the Subrecipient. At all times, the Subrecipient shall perform all activities and incur all expenditures in accordance with the Application and the budget stated above, and in accordance with all federal statutes, regulations, and HUD guidance applicable to ESG funding. Further, the Subrecipient agrees as follows:

1. The Subrecipient shall make matching contributions to the ESG eligible activities detailed in the Application, in an amount that equals the amount of the ESG funds awarded under this Agreement. The match contributions may be cash or noncash, and may be obtained from any source, including federal, state, local, and private sources, all as set forth in 24 CFR 576.201.

2. During the term of this Agreement, the Subrecipient must submit an ESG Recipient Request for Reimbursement and Financial Status Report (FSR) to KHRC at least once each calendar quarter (January 1-March 31; April 1-June 30; July 1-September 30; October 1-December 31). Each FSR must be submitted on or before the 20th day of the month if the Subrecipient wishes to receive reimbursement by the end of that month. FSRs shall be submitted and processed in accordance with KHRC's ESG Handbook, which is incorporated herein by this reference and may be amended by KHRC from time to time (the "ESG Handbook").

3. KHRC may, in its sole discretion, require additional information from the Subrecipient before processing any payment.

4. Upon termination of this Agreement, either due to expiration of the term or due to termination pursuant to Section VII below, the Subrecipient shall submit a final FSR and payment request no later than 30 days following the termination or expiration date. KHRC will not reimburse any costs or expenses incurred after the termination or expiration of the Agreement. To the extent the Subrecipient has any unearned ESG funds on hand at the time of expiration or termination of this Agreement, the Subrecipient shall promptly return said funds to KHRC.

5. At least 90 days prior to the expiration of this Agreement, the Subrecipient shall notify KHRC if Subrecipient anticipates having unearned ESG funds on hand at the time of expiration, and Subrecipient shall include an estimate of the amount of said funds in its notice to KHRC. Additionally, if KHRC determines at any time, in its sole discretion, that Subrecipient's use of the grant funds is not sufficient to ensure use of all funds during the term of this Agreement, then KHRC may take further action, including but not limited to, requesting

additional documentation or information from Subrecipient, or recapturing any unused funds from Subrecipient.

6. The Subrecipient agrees and acknowledges that payments to the Subrecipient are subject to the actual receipt by KHRC of ESG funds and continued ESG funding through HUD.

7. Subrecipient agrees that all expenditures under this Agreement must be federally allowable and specifically for activities allowed under the ESG program as provided in 42 U.S.C. 11371, *et seq*. Additionally, the Subrecipient must ensure that the activities provided under this Agreement do not result in a duplication of benefits, and that costs funded through other federal or state funds are not duplicated by funds received through this Agreement.

D. The Subrecipient must obtain KHRC's approval prior to making any adjustments or amendments to the budget stated above or, as applicable, to any Budget Itemization submitted for a subawardee. All requests to amend any budget must be submitted by the Subrecipient on KHRC's Budget Revision Form, and in accordance with the process set out in the ESG Handbook.

E. The Subrecipient agrees and acknowledges that KHRC materially relied on the information submitted by the Subrecipient in the Application when entering into this Agreement. The Subrecipient certifies that all information in the Application is true and correct. The Subrecipient agrees to immediately notify KHRC should any information provided in the Application change or should the Subrecipient determine that any incorrect information was provided. The Subrecipient further agrees and acknowledges that KHRC materially relied on the certifications and representations made by the Subrecipient herein when entering into this Agreement. If any certification, representation, or statement made or furnished to KHRC by Subrecipient under this Agreement is false or misleading in any material respect, either now or at the time made or furnished, or if it becomes false or misleading at any time thereafter, then, in addition to any other remedies available, KHRC may terminate this Agreement as provided in Section VII.

F. The Subrecipient certifies that Subrecipient had the full legal right, power, and authority to submit the Application, and that the Subrecipient has the full legal right, power, and authority to execute and deliver this Agreement to KHRC.

IV. Subrecipient Compliance and Reporting Requirements

A. The Subrecipient shall maintain all books, records, files, documents, and other evidence of all costs, expenditures, and activities related to the ESG funds provided under this Agreement, including without limitation, all financial records, supporting documentation, statistical records, ledgers, financial and project reports, agreements, and data, as well as any and all data and documents on any individual or entity that receives assistance, services, or any benefit of any kind from or as a direct or indirect result of the ESG funds provided under this Agreement. All documentation shall be maintained by the Subrecipient in such a

manner to clearly identify all costs directly with the delivery of the services and activities provided under this Agreement. The Subrecipient shall maintain all documentation, whether written or electronic, for a minimum of five (5) years and up to ten (10) years, as required under 24 CFR 576.500(y), and shall provide prompt, full, and complete access to any and all records and documentation to KHRC, HUD, and their authorized representatives to the fullest extent permitted by law. The Subrecipient shall make certifications, as requested by KHRC and/or HUD, that all documentation provided to KHRC and/or HUD is true, accurate, and complete in all aspects and regards. The Subrecipient shall immediately notify KHRC of any circumstances which impair the integrity or security of such documentation during the retention period.

B. The Subrecipient shall maintain records and submit reports containing such information and at such times as may be required by KHRC, and the Subrecipient shall timely respond to all of KHRC's requests and inquiries. Further, the Subrecipient agrees as follows:

1. Throughout the term of this Agreement, the Subrecipient shall submit a quarterly ESG Consolidated Annual Performance and Evaluation Report (CAPER) to KHRC on April 15th, July 15th, October 15th, and January 15th reporting on the prior calendar quarter. Additionally, the Subrecipient shall submit an annual CAPER on or before January 15th of each year reporting on the prior calendar year. All CAPERs shall be submitted in accordance with the ESG Handbook, as may be amended from time to time.

2. To the extent any grant funds are used to purchase any real or personal property, then Subrecipient shall submit an inventory of said property to KHRC with the final performance report required under Section IV(B)(1) of this Agreement. Said inventory shall be consistent with the requirements of the applicable OMB Circular.

C. To the extent the Subrecipient is expending federal awards in an amount that meets or exceeds the applicable OMB threshold during the Subrecipient's fiscal year, then the Subrecipient shall have a Single Audit conducted in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements. If a Single Audit is not required pursuant to this paragraph, then KHRC may require Subrecipient, in KHRC's sole discretion, to have an independent audit conducted in accordance with the provisions set forth below.

1. The Subrecipient shall permit KHRC and auditors to have access to records and financial statements as necessary to comply with the applicable OMB Circular.

2. The Subrecipient shall insure that KHRC is made aware of the completion of any audit for all of Subrecipient's fiscal years that include activity supported by the award under this Agreement.

3. If applicable, the Subrecipient shall adequately perform in accordance with its audit corrective action plan or management response.

4. In the event that the Subrecipient fails to adequately perform its audit corrective action plan or management response, KHRC may apply sanctions and take steps to terminate funding under this Agreement, in KHRC's sole discretion.

5. The Subrecipient shall reimburse KHRC for any questioned costs identified within any audit report, subject to negotiation.

D. The Subrecipient shall ensure that any subawardee agrees to and complies with the obligations provided under this Section IV, and the Subrecipients agrees and acknowledges that the obligations provided under this Section shall survive termination of this Agreement. KHRC may revise, change or update any of the reporting requirements provided under this Section IV at any time, and upon notice from KHRC, Subrecipient agrees to immediately comply with any revised reporting requirements and obligations.

V. General Requirements of Subrecipient

A. The Subrecipient shall perform and use all funds under this Agreement in a satisfactory manner as determined by KHRC, in KHRC's sole discretion, and in accordance with the Application and all applicable governing documents and law, including but not limited to, the following, which are incorporated herein by reference:

1. 42 U.S.C. § 11371, *et seq.*, 24 CFR 576, and any guidance or notices issued by HUD regarding the same, all as may be revised from time to time.

2. Federal regulations governing the administration of grants under 2 CFR 200, as applicable, and all other federal and state laws, statutes, regulations, and policies applicable to this Agreement, including but not limited to, Executive Orders 14168, 14182, and 14154.

3. The OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR 180.

4. Governmentwide Requirements for Drug-Free Workplace, 2 CFR 2429.

5. KHRC's ESG Handbook, as may be amended from time to time.

6. All terms and conditions, including policy requirements, set out in the grant agreement issued by HUD regarding ESG funding, which is incorporated herein by this reference and made part of this Agreement.

7. The governing documents and law referenced in this paragraph are not meant to be exhaustive. Upon request from KHRC, the Subrecipient shall provide any

and all documentation requested by KHRC, in KHRC's sole discretion, to demonstrate the Subrecipient's compliance with any applicable governing documents, or any federal, state or local law that may impact this agreement or the Subrecipient.

B. The Subrecipient shall be responsible for staying up to date on any changes, guidance, or other information released related to the operation of ESG funded programs. Additionally, Subrecipient shall attend all required training sessions, as designated by KHRC.

C. The Subrecipient shall abide by all federal and state statutes and regulations prohibiting discrimination, including, but not limited to:

1. The Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and Title VI of the Civil Rights Act of 1964, which prohibit discrimination against any employee, applicant for employment or client for services or other benefits because of race, religion, color, sex, age, handicap, national origin or ancestry;

2. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;

3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101, *et seq.*), which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

5. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

6. The Subrecipient shall take reasonable steps to ensure that services provided under this Agreement provide meaningful access to persons with limited English proficiency.

D. The Subrecipient is subject to and shall abide by the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

As applicable, the Subrecipient agrees to administer the funds provided under this Agreement in accordance with all applicable immigration restrictions and requirements, including any eligibility and verification requirements that may apply under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended

(8 USC § 1601, *et seq.*) (PRWORA), and any applicable requirements that HUD, the U.S. Attorney General, or the U.S. Citizenship and Immigrant Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other executive orders or immigration laws.

E. Funds provided under this Agreement shall not be used to fund any project, service provider, or organization that operates illegal drug injection sites or "safe consumption sites" in violation of 21 U.S.C. § 856, that knowingly permits the use or distribution of illicit drugs on property under their control in violation of 21 U.S.C. § 856(a)(2), or that knowingly distributes drug paraphernalia in violation of 21 U.S.C. § 863; provided however, that this does not require that program participants must be sober in order to receive assistance, must participate in treatment in order to receive assistance, or must be evicted or exited from assistance for a first-time violation of a drug-related program policy or lease requirement.

F. The Subrecipient agrees to comply with the provisions of the Violence Against Women Act (VAWA) as applied by 24 CFR 576.409 and, as applicable, 24 CFR 5, Subpart L.

G. As provided in 24 CFR 576.406 and 24 CFR 5.109, the Subrecipient agrees and acknowledges that the Subrecipient shall not discriminate against any program participant on the basis of religion or religious belief, that ESG funds shall not be used to support explicitly religious activities, and that ESG funds shall not be used for the rehabilitation of sanctuaries, chapels, or other rooms that are used as a principal place of worship. Further, the Subrecipient agrees and acknowledges that the Subrecipient shall not violate or otherwise interfere with the constitutional protections guaranteed for speech, religious beliefs, or the free exercise of religion.

H. The Subrecipient hereby certifies that the Subrecipient, its principals, employees, and affiliates, are not, and have not been, debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs. The Subrecipient agrees to comply with 2 CFR 180, as well as 31 CFR 19, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by KHRC. If it is later determined that the Subrecipient did not comply with 2 CFR 180, in addition to remedies available to KHRC, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR 180 throughout the period of this Agreement and to provide proof of registration in the System for Award Management at sam.gov to KHRC in accordance with 2 CFR 25.

I. Any purchase by the Subrecipient shall be subject to the requirements set forth in 2 CFR 200. To the greatest extent practicable, all equipment and products purchased with funds made available by this Agreement should be made in the United States.

J. The Subrecipient certifies that its services do not use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system as described in Public Law 115-232, section 889, subsection (f), paragraph (1).

K. The Subrecipient shall acknowledge support provided by the ESG and the Kansas Housing Resources Corporation in all publicity releases and materials published in connection with the award provided under this Agreement. The Subrecipient shall obtain KHRC's approval before using KHRC's logo.

L. The Subrecipient certifies it is in compliance with Part C of Public Law 103-227, the "Pro-Children Act of 1994," 20 U.S.C. § 7183, which prohibits smoking in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments. The Subrecipient shall require that the language of this certification be included in any subcontract related to this Agreement.

M. The Subrecipient shall comply with 2 CFR 170, and the Subaward and Executive compensation reporting requirement of "the Transparency Act."

N. The Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401, *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*).

O. The Subrecipient agrees and acknowledges that all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. § 3702 and § 3704, as supplemented by Department of Labor regulations (29 CFR 5).

P. If the federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR 401.2(a) and any implementing regulations issued by the awarding agency.

Q. The Subrecipient shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award, all in accordance with 31 U.S.C. § 1352. The Subrecipient shall require that the language of this certification be included in any subcontract related to this Agreement (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements). The Subrecipient, and any subcontractors, shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. The Subrecipient agrees and acknowledges that this certification is a material representation of fact relied upon by KHRC.

R. The Subrecipient agrees that ESG program funds, the provision of services under this Agreement, or the employment or assignment of personnel shall not be carried out in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or any voter registration activity.

S. A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (24 CFR 576.407)

T. The Subrecipient shall notify KHRC as soon as possible if this Agreement or any aspect related to the services provided under this Agreement raises an actual or potential conflict of interest. The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that KHRC is able to assess such actual or potential conflict. The Subrecipient shall provide KHRC any additional information necessary for KHRC to fully assess and address such actual or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by KHRC.

U. The Subrecipient shall comply with all other applicable provisions in effect for federal awards.

VI. Responsibilities of KHRC

A. KHRC shall be responsive to its role in the successful execution of ESG funded activities and shall provide the Subrecipient with a designated contact person at KHRC to assist with the implementation of this Agreement.

B. KHRC may make monitoring visits to the Subrecipient, which may be conducted on-site, remotely, or both, in KHRC's discretion, and KHRC has the right to make inspections and evaluations of the Subrecipient at any time. KHRC, its representatives and/or representatives of the federal government, will have the right to examine and photocopy all pertinent records, files, books, or other materials relating to this award and Agreement at any time. KHRC may exercise the rights under this paragraph in its discretion, and the Subrecipient agrees to cooperate as necessary with KHRC.

C. KHRC will close-out the award when it determines that all applicable administrative actions and all required work of the award has been completed. The obligations and rights provided under this Section VI shall survive termination of this Agreement.

VII. Termination

A. Either party may terminate this Agreement at any time without cause by providing 30-day written notice to the other party, which shall be effective at the end of said notice period.

B. KHRC may immediately terminate this Agreement for cause by providing written notice to the Subrecipient. In such event, the termination shall be effective as of the date the notice is received by the Subrecipient. Cause shall include, but not be limited to, the following:

1. The Subrecipient fails to fulfill any obligation or representation made under this Agreement, or any other agreement the Subrecipient has with KHRC;

2. The Subrecipient fails to comply with any applicable federal requirements, or any applicable state or local law, regulation, ordinance or requirement related to the ESG funds;

3. The Subrecipient improperly uses any ESG funds;

4. The dissolution or insolvency of the Subrecipient; or

5. The suspension or termination of ESG funds.

C. If by reason of force majeure it becomes inadvisable, commercially impracticable, illegal, or impossible for either party to carry out its obligations under this agreement, then said party shall not be deemed in breach of this Agreement, and the agreement shall not be subject to termination as provided in this Section, so long as the force majeure remains. The term "force majeure" as used herein shall mean without limitation the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies, order of restraints of any kind by the government of the United States of America or by the state wherein a party is located or by any of that state's departments, agencies, or officials, or any civil or military authority; insurrections; riots; landslide; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the Subrecipient.

D. In the event of termination, contract provisions apply until the final audit is completed by KHRC, except as provided otherwise in the Agreement. However, KHRC is not obligated to render payment for any costs incurred or services provided by the Subrecipient after the date of termination.

E. Should KHRC terminate this Agreement, the Subrecipient shall retain those rights as provided for in 42 U.S.C. § 11371, *et seq.* In the event KHRC terminates or amends this Agreement due to the unavailability, reduction, or rescission of the ESG funds supporting the Agreement, then KHRC shall have no obligation to pay the Subrecipient from any other sources, including KHRC, federal, or state monies.

VIII. Miscellaneous Provisions

A. The parties agree that the Subrecipient is acting only as an independent contractor. Nothing contained in the Agreement shall be construed as creating a partnership, joint venture, employment, or agency relationship between the parties as provided under Kansas law. Neither party shall have the power or right to bind or obligate the other party, nor shall it hold itself out as having such authority. Any provision in this Agreement that allows KHRC to direct the Subrecipient in its performance under this Agreement is solely for the purposes of compliance with local, state, and federal laws and regulations.

B. The Subrecipient agrees to hold KHRC and its employees, agents, and insurers, harmless from any claim, loss, or cause of action of any kind, and the Subrecipient agrees to indemnify KHRC, and its successors or assigns, against all claims, losses, liabilities, penalties, or causes of action of any kind resulting from the Subrecipient's actions or omissions, including any attorneys' fees and expenses incurred in the defense or investigation of any such claims. In no event shall KHRC be liable to the Subrecipient except as specifically provided in this Agreement. KHRC assumes no liability for damages caused to persons or property by reason of the Subrecipient's performance under this Agreement. The provisions of this paragraph shall survive and shall not expire with the expiration or termination of this Agreement but will continue indefinitely.

C. This Agreement contains the entire agreement between the parties and supersedes all prior written and/or oral agreements, discussions or negotiations. This Agreement may be altered or modified as follows:

1. Any alterations, additions, or deletions to the Agreement that are required pursuant to any applicable federal law, statute, regulation, notice, or guidance shall be automatically deemed incorporated into this Agreement and become effective as of the effective date of the statutory or regulatory change or the date the law, guidance, or notice is issued. KHRC shall notify the Subrecipient, in writing, of any applicable changes as soon as they become known to KHRC, and the Subrecipient agrees to comply with the same upon receiving said notice.

2. Any other addition or alteration to this Agreement shall be made by amendment in writing and signed by both parties.

D. This Agreement shall be binding on KHRC and the Subrecipient, and their respective successors and assigns. The Subrecipient shall not transfer or assign this Agreement without the prior written approval of KHRC, which may be withheld for any reason.

E. Written notice to either party as required under this Agreement shall be given to the address listed on the first page of this Agreement, and shall be personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail. Any notice sent by a party will be deemed received by the other party on the day such notice is personally delivered, three (3) days after such notice is mailed by prepaid certified or registered mail, one (1) business day after such notice is sent by overnight courier, or the day such notice is faxed or sent electronically.

F. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

G. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Agreement shall reside only in courts located in Shawnee County, Kansas.

H. The Subrecipient and KHRC agree that each party shall be entitled to respectively exercise all administrative, contractual, or other remedies permitted by law to enforce compliance with the terms of this Agreement, except to the extent expressly prohibited by this Agreement.

I. KHRC shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by KHRC. No delay or omission on the part of KHRC in exercising any right shall operate as a waiver of such right or any other right. A waiver by KHRC of a provision of this Agreement shall not constitute a waiver of KHRC's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by KHRC, nor any course of dealing between KHRC and the Subrecipient, shall constitute a waiver of any of KHRC's rights or of any of the Subrecipient's obligations in the future. Whenever the consent of KHRC is required under this Agreement, KHRC's grant of such consent shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of KHRC.

J. Pursuant to Executive Order 13043, 62 FR 19217, and Executive Order 13513, KHRC encourages the Subrecipient to adopt and enforce on-the-job seat belt policies and programs, as well as policies that ban text messaging while driving and workplace safety polices to decrease accidents caused by distracted drivers.

K. In the case of ambiguity or conflict, the following order of precedence shall govern: (1) ESG Enabling Legislation codified at 42 U.S.C. § 11371, *et seq.*; (2) OMB

Circulars, as applicable; (3) This Notice of Financial Award and Grant Agreement; and (4) the Kansas ESG Handbook.

The signatures herein are of officials authorized to sign documents for the Subrecipient and signifies the Subrecipient's intent to comply with conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures to this Agreement.

SUBRECIPIENT:

	11/17/2026
Name: Chuck Munsell	**Date**
Title: Mayor, City of Pittsubrg	

KANSAS HOUSING RESOURCES CORPORATION:

Ryan Vincent, Executive Director	**Date**

SUPPLEMENTAL EMERGENCY SOLUTIONS (ESG) GRANT PROGRAM

GRANT AGREEMENT
Between
City of Pittsburg, Kansas
&
Building Health, Inc (GRANT# E26-Pittsburg)

I. Grant Agreement

A. This Grant Agreement, hereinafter called "Agreement", is between City of Pittsburg, Kansas, hereinafter referred to as "City" or as "Grantee" and Building Health, Inc, hereinafter referred to as "Subrecipient".

B. The entire Agreement between the City and Subrecipient shall encompass all rules and regulations of the Emergency Solutions (ESG) Grant Program 24 CFR Part 576 as required by the U.S. Department of Housing and Urban Development (HUD), including the accompanying Budget Itemization and Faith-Based Agency Certification, attached to this Agreement, which are incorporated herein by reference and made a part hereof.

II. Authority

A. This Agreement is financed through a grant provided to the City by the U.S. Department of Housing and Urban Development through the Supplemental Emergency Solutions (ESG) Grant Program pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 1137 et seq.)

B. In the event of any changes in any applicable Federal regulation and/or law, this Agreement shall be deemed to be amended when required to comply with any law or regulations so amended.

III. Description of Activities

The Subrecipient agrees to perform, or cause to be performed the work specified in the "Budget Itemization" (which is set forth in Exhibit "A" hereto, which by reference is incorporated herein and made a part hereof as copied in length).

IV. Period of Performance and Commitment

The period of performance "grant period" for all activities assisted by this Agreement shall commence on July 1, 2026, when funds are made available, and shall be completed on or before September 30, 2027, except those activities required for closeout.

V. Compensation

A. In consideration of the Subrecipient's satisfactory performance of work required under this Agreement and the Subrecipient's compliance with the terms of this Agreement, the City shall provide the Subrecipient $16,500 in Emergency Solutions Grant funds for Street Outreach and $6,000 In Emergency Solutions Grant funds for Emergency Shelter. These funds shall be used by the Subrecipient in accordance with the Emergency Solutions Grant Guidelines. Documentation of matching funds in the amount of $22,500 must be provided after the date of the grant sub award to grantee.

B. It is expressly understood and agreed that in no event will the total program funds provided by the City exceed the sum of $22,500. Any additional funds required to complete the program activities set forth in this Agreement will be the responsibility of the Subrecipient.

C. The Subrecipient understands that this Agreement is funded in whole by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the City may terminate or amend this Agreement and will not be obligated to pay the Subrecipient from other local revenues.

D. The Subrecipient shall not anticipate future funding from the City beyond the duration of this Agreement and in no event shall this Agreement be constructed as a commitment by the City to expend funds beyond the termination of this Agreement.

E. No income shall be derived from the grant.

VI. Indemnification

A. The Subrecipient shall indemnify, defend, and hold harmless City of Pittsburg, Kansas and its officers and employees from any liabilities, claims, suits, judgement, and/or damages arising because of the negligence, omission or failure of performance of the obligations, terms and conditions under this Agreement by the Subrecipient or any contractor, subcontractor, or any other person or entity. The indemnification obligation of the Subrecipient under this Agreement shall continue after termination of this Agreement with respect to any liabilities, claims, suits, judgements, and damages resulting from the acts occurring prior to termination of this Agreement.

VII. Obligations of Subrecipient

A. All of the activities required by this Agreement shall be performed by personnel of the Subrecipient or by third parties, (contractors or subcontractors) under the direct supervision of the Subrecipient and in accordance with the terms of written contracts.

B. The Subrecipient shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of part or all of the program being assisted under this grant.

C. If the Subrecipient is primarily a religious organization, the organization shall comply with 24 CFR 574.23, (which is ser forth in Exhibit "B" hereto, which by reference is incorporated herein and made a part hereof as if copied in length) and Emergency Solutions Grant-Faith Based Agency Certification.

D. The terms of the Subrecipient's grant award, the required match, and the Subrecipient's expenditure of grant funds are subject to 2 CFR 200, Federal "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 24 CFR part 84 & 85 and "Emergency Solutions Grant Program", 24 CFR Part 576.

E. The Subrecipient funded under this grant award shall acknowledge support of the City in all public relations materials describing local Emergency Solutions Grant activities.

F. The Subrecipient must participate in the Coordinated Entry System of the Continuum of Care where applicable.

VIII. Drawdown of Grant Funds

A. The Subrecipient's request for grant funds shall be only for reimbursement of authorized activities, as specifically agreed to in the "Budget Itemization" received by the Grantee.

B. The Subrecipient shall submit the **Recipient Request for Reimbursement and Financial Status Report** to the City by the 10th day of the month for the prior month, whether or nor expenditures were incurred, to allow the City to comply with reporting requirements.

C. The City shall review all program costs incurred by the Subrecipient. Upon such review the City shall disallow any items of expense that are determined to be not allowable or that are determined to be more than approved expenditures, and shall, by written notice to Community Health Center of Southeast Kansas at 3011 N Michigan St, Pittsburg, KS 66762, specifying the disallowed expenditures, inform the Subrecipient of any such disallowance.

D. The City will disburse funds to the Subrecipient only after receipt of funds from HUD to Kansas Housing (KHRC).

E. When salaries are included in the sub grant award, concurrent with the first reimbursement of salaries, Grantee shall submit the name, title, beginning date, and qualification of the employee(s).

IX. Financial Management

A. Subrecipient shall establish and maintain a system that assures effective control over and accountability for all funds used in the City Emergency Solutions Grant (ESG) Program.

B. Subrecipients shall certify to the City that the financial system proposed for use shall meet the following standards:
   1. Provisions for accurate, current and complete disclosure of the financial status of the City Emergency Solutions Grant (ESG) Program.
   2. Establishment of records, budgets, and expenditures for each approved activity.
   3. Subrecipient agrees to maintain financial records in accordance with 2 CFR part 200.

X. Monitoring and Reporting

A. The Subrecipient is required to participate in the Homeless Management Information System (HMIS) of the Continuum of Care (CoC). Victim service providers may enter data into a comparable database that does not collect identifying information. The comparable database must be in compliance with HUD data standards. Projects must be able to generate the required Comma Separated Value (CSV) reports from the HMIS or comparable database for uploading into HUD's reporting system Sage.

B. The Grantee shall monitor the activities of the Subrecipient Supplemental Emergency Solutions (ESG) Grant Program including: client files, financials, and policies and procedures to assure that all program requirements are being met.

C. The Subrecipient shall submit a Monthly Report to the City. For the purposes of this grant. A Monthly Report is to be submitted to the City in a format determined by the City on or before the tenth day after the end of each month. A Monthly Report shall be submitted for each month, or portion thereof, during the Period of performance as provided by Section IV above.

D. The Subrecipient shall submit quarterly ESG Consolidated Annual Performance Evaluation Report (CAPER) reports. The quarterly reports will be cumulative, reporting on the clients served in the previous quarter plus clients enrolled during the reporting quarter. The quarterly reports must be sent to the City for submission to KHRC. In addition to the quarterly reports, agencies will still be required to an annual ESG CAPER report in SAGE.
Please see below the reporting periods.
    a. Quarter 1 (Jan 1- March 30) due on April 15th
    b. Quarter 2 (Jan 1 – June 30) due on July 15th
    c. Quarter 3 (Jan 1 – September 30) due on October 15th
    d. Quarter 4 (Jan 1 – December 31) due on January 15th

E. The Subrecipient shall submit CAPER data into the Sage System via a link provided by the City for the annual CAPER submission to HUD for the reporting period of January 2026 to December 2026 by January 2027 and for the period of January 2027 to December 2027 by January 2028.

F. From time to time, as requested in writing by the City, the Subrecipient shall submit such data and other information as the City may require.

G. Failure to report as required or to respond to requests for the data or information in a timely manner shall be grounds for suspension or termination of the Grant at the discretion of the City.

XI. Program Closeout

A. Program closeout is the process by which the City determines that all applicable actions and all required work of the program including audit and resolution of audit finds have been completed and that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from City monitoring visits must be cleared prior to closeout.

B. Program closeout will occur when all Subrecipient projects are closed, when audits for the appropriate times periods, if applicable, have been conducted and the audit reports have been submitted to the City.

C. The City will recapture any unexpended grant funds after the ending date of the sub grand award. The Subrecipient will be required to return any unexpended grant funds to the Grantee after the end date of the grant period unless awarded an extension to use the grant funds.

XII. Retention of and Access of Records

A. The Subrecipient shall keep and maintain at a minimum, financial records, supporting documents, statistical records, and all other records pertinent to this program, that demonstrate the expenditures meets the requirements set forth in the funded application for a period of no less than five years,

B. Subrecipient shall maintain program and fiscal records and retain such records for a minimum of five years (24 CFR 576.65(a) after completion of the Grantee's Final Report to the City or until completion of the City's Audit Report.

C. Authorized representatives of the City, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, or property belonging to, or in use by, the Supplemental Emergency Solutions Grant (ESG) Program as may be necessary to make audits, examinations, excerpts, and transcripts.

XIII. Audit Requirements

A. The Subrecipient shall arrange for the performance of annual financial/compliance audits of its organization. An independent qualified auditor must perform all audits.

B. Subrecipient is required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than one year after the end of the audit period unless agreed to by the City.

XIV. Termination for Convenience

A. The City or Subrecipient may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results that commensurate with the further expenditure of funds.

B. The City and Subrecipient shall agree upon the termination conditions, including the effective date and in the case of partial terminations, the portion to be terminated.

C. If the project is terminated before its completion, an amount equal to the Emergency Solutions Grant Funds disbursed for the project must be paid by the Subrecipient to the City. Such funds are due within thirty (30) days of the date of project cancellation.

XV. Suspension or Termination-for-Cause

A. The City may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Subrecipient, withhold further payments or prohibit the Subrecipient from incurring additional obligations of grant funds when it is determined that the Subrecipient has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Subrecipient or a decision by the City to terminate the grant.

B. The City, after 45-day written notice, may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Subrecipient has failed to substantially comply with the conditions of this Agreement. The City shall promptly notify the Subrecipient in writing, of the determination and the reason for the termination, together with the effective date.

C. No Local Government or nonprofit organization may participate in the ESG funded program in any capacity or be a recipient of Federal funds designated for this program if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

XVI. Conflict of Interest

A. No member of the Governing Body, officer or employee of the Subrecipient or its designee or agents, or any other person who exercises any functions or responsibilities with respect to the Emergency Solutions Grant may be assisted by the program during their tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to e performed in connection with the program.

B. The Subrecipient shall incorporate or cause to be incorporated, in all third-party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.

C. The Subrecipient shall not employ, nor shall permit any third party to employ any employee of the City.

XVII. Equal Opportunity

Subrecipient shall conduct and administer the grant in conformity with the Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended), the Fair Housing Act (42 USC 3601-20), Age Discrimination Act of 1975 (42 USC 6107-07) and Section 504 of Rehabilitation Act of 1973 (29 USC 794) and will affirmatively further fair housing.

XVIII. Revisions and Amendment and Approvals

A. The Subrecipient shall notify the City if, through the use of other funds, there is an intention to expend, enhance or add to the scope of the program, covered by this Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The City reserves the right to require an amendment to this Agreement if such is deemed necessary.

B. Amendments of the terms of this Agreement shall not become effective unless reduced to writing, numbered and signed by the Grantee's City Manager or duly authorized representative of the City.

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CITY OF PITTSBURG, KANSAS

X _____

Title: Mayor

Date: November 17, 2026

BUILDING HEALTH, INC

X Ross Burns

Title: President and CFO

Date: 11-06-2026

City of Pittsburg
Forward Together.

PITTSBURG PUBLIC
HOUSING AUTHORITY
101 N Pine St -
Pittsburg KS 66762

(620) 232-1210
www.pittks.org
FAX: (620) 232-3453
Email: section8@pittks.org

INTEROFFICE MEMORANDUM

To: City Commissioners, Daron Hall, Tammy Nagel

From: Megan Keener, Assistant Director of Housing

CC: Kim Froman, Director of Community Development and Housing

Date: November 6, 2026

Subject: Agenda Item: November 17, 2026
Acceptance of the 2025 Tenant Based Rental Assistance Grant (TBRA)

The Kansas Housing Resources Corporation (KHRC) has awarded the City of Pittsburg $100,000 in Tenant Based Rental Assistance (TBRA) funding for the 2025 program year. The City received the official notice of award in October 2025; however, the funds could not be utilized until at least 75% of the previous grant had been expended. We are currently finalizing the 2023 TBRA grant, through which we have assisted approximately 139 households and served roughly 319 individuals since June 2025.

The Pittsburg Public Housing Authority (PHA) will utilize the 2025 TBRA funds to subsidize security deposits for low-income households. PHA staff estimate that the funds will provide an average security deposit of $715, enabling assistance for approximately 105 households and 250 individuals.

The security deposit assistance program has proven to be an effective tool in helping individuals and families transition into safer, more affordable housing. The program is available to households that:

- Locate a rental unit within the city limits of Pittsburg
- Meet the 60% Area Median Income (AMI) requirement for Crawford County; and
- Secure a unit that passes a Housing Quality Standards (HAS) inspection

Based on past program data, we anticipate that of the households served; 10% will be transitioning from homelessness to permanent housing, 38% will be single-parent households, 22% will be families, and 30% will consist of elderly or disable individuals

Staff respectfully recommends that the City Commission approve acceptance of the 2025 TBRA grant and authorize the Mayor to execute all required grant documents.

Please feel free to contact me with any questions or for further information.

Respectfully Submitted,

Megan Keener

Megan Keener
Assistant Director of Housing

Enclosed:

-Letter of Award for 2025 TBRA Grant
-Grant Agreement for review
-Authorized Signature Designation Form
-Attachment A – Description of Activities

KANSAS HOUSING
RESOURCES CORPORATION

October 8, 2025

Quentin Holmes
City of Pittsburg
216 N Broadway, Suite G
Pittsburg, KS 66762

Re: 2025 TBRA Grants

Dear Mr. Holmes:

Kansas Housing Resources Corp. has completed application reviews for the 2025 Tenant Based Rental Assistance Program. City of Pittsburg has been awarded a grant in the amount of $ 100,000. Your agency will also receive 7% above the award amount for fees to perform income certifications and inspections, which makes the total grant $ 107,000.

Please read our method of issuing the grant award documents. To reduce the number of grants an agency has active, we are requiring only two open grants at a time. Additionally, when requesting your grant document for 2025, any previous grants should be at least 75% expended.

Be aware that HOME funding is subject to Congressional appropriations, but funding has remained level the past few years. However, grantees need to make certain they do not over commit.

While the Program Manager Shyla Rockett is on leave, please contact me at creimler@kshousingcorp.org or 785-217-2023 should you have any questions. Thank you for your valued partnership with KHRC in the Tenant Based Rental Assistance Program.

Sincerely,

Christine Reimler

Christine Reimler
Director, Community Solutions

HOME Investment Partnerships Program
State of Kansas
CFDA No. 14.239

Grant Agreement No. M-25-SG-20-0116

By and between the

Kansas Housing Resources Corporation (KHRC)

And

City of Pittsburg

SAMS No: XNPHHQ8RAQH1

I. **Grant Agreement**

A. This Grant Agreement, hereinafter called "Agreement" is between the **Kansas Housing Resources Corporation**, hereinafter called **"Corporation"** and **City of Pittsburg** - hereinafter called the **"Grantee."** This Agreement consists of the body and the following attachment, which is incorporated herein: **Attachment A –Description of Activities.**

B. Together, they embody the entire Agreement between the Corporation and Grantee with the respect to this grant program. All prior agreements, representations, statements, negotiations, and understandings with respect to this program are superseded hereby.

II. **Authority**

A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title II of the *National Affordable Housing Act of 1990*, hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department has elected to administer the federal program of *HOME Investment Partnerships Program*, hereinafter called "HOME."

B. The Corporation, in accordance with provisions of *K.S.A. 74-50001 et seq.*, hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's HOME Program.

C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.

III. **Description of Activities**

Grantee agrees to perform, or cause to be performed, the work specified in Attachment A and in compliance with the requirements of 24 CFR Part 92 and all State and Corporation Tenant Based Rental Assistance program requirements and policies.

IV. **Period of Performance & Commitment**

A. The period of performance for all activities assisted by this Agreement shall commence upon grant execution, hereinafter called the "Commencement Date," and shall be completed on **December 1, 2028**, hereinafter called the "Completion Date," except those activities required for closeout.

B. All **FFY 2025** funds must be committed to projects according to the HOME Rule by **August 1, 2028**, hereinafter called the "Commitment Date."

V. **Compensation**

A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Corporation shall provide the Grantee a total of **$100,000** in Federal HOME funds. In addition, up to 7% of the amount awarded for direct assistance may be requested for program delivery costs/administration. The Grantee will be reimbursed according to the

schedule provided for eligible costs including inspections and re-inspections, income certifications and re-certifications. If the 7% administration is not drawn by the time the subsidy is fully expended, the remaining administration will not be reimbursed but may be converted to subsidy with KHRC approval. No other administrative fee will be provided.

B. It is expressly understood and agreed that in no event will the total program funds provided by the Corporation exceed the sum of **$107,000.** Any additional funds required to complete the program activities set forth in this Agreement will be the responsibility of the Grantee.

C. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Corporation may terminate or amend this Agreement and will not be obligated to pay the Grantee from State Revenues.

D. The Grantee shall not anticipate future funding from the Corporation beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Corporation to expend funds beyond the termination of this Agreement.

VI. **Indemnification**

The Grantee shall indemnify, defend, and hold harmless the Corporation and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement. Grantee's liability to indemnify the Corporation and its officers and employees shall include liability arising from lead-based paint regulations in 24 CFR 35.

VII. **Obligations of Grantee**

A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractor) under the direct supervision of the Grantee and in accordance with the terms of written contracts.

B. The grantee shall adhere to the TBRA Administrative Plan submitted by the Grantee and approved by the Corporation. Any changes to the TBRA Administrative Plan must be submitted by the Grantee and approved by the Corporation prior to implementation.

C. A certified HQS inspector shall perform all initial, annual, periodic and/or special unit inspections. Inspections shall be in accordance with guidelines provided in 24 CFR 982.401.

D. The grantee shall adhere to lead based paint program requirements for all units. This requirement applies to tenants requesting security/utility deposits as well as to those applying for rental assistance coupons. During initial and periodic inspections, an inspector acting on behalf of the designated party and trained in visual assessment for deteriorated paint surfaces in accordance with procedures established by HUD shall conduct a visual assessment of all painted surfaces in order to identify any deteriorated paint (24 CFR Part 35.1215 (a)(1). The visual assessment must take place as part of the initial and periodic inspections required by HUD. (24 CFR Part 35, Sec. 92.209(i). TBRA funding cannot be provided until the unit passes the lead-based paint visual inspection.

E. If assisted occupancy has commenced prior to an annual or periodic inspection, and the visual inspection reveals deteriorated lead-based paint, the owner shall stabilize each deteriorated paint surface in accordance with 24 CFR Part 35.1330(a) and (b). Such paint stabilization must be completed within 30 days of notification to the owner of the results of the visual assessment. Depending upon the scope of the work undertaken to stabilize the paint, and if necessary, the owner at his/her expense, is responsible for relocating the tenants to a comparable, safe, and sanitary dwelling free of lead-based paint while the work is taking place. Paint stabilization is considered complete when clearance is achieved in accordance with 24 CFR Part 35.1340. The owner shall provide a notice to occupants in accordance with 24 CFR 35.125(b)(1) and (c) describing the results of the clearance examination.

F. The grantee shall provide lead-based paint disclosure information to all tenants and landlords. Optional blood level verification forms will be provided to tenants with children under age 6 who have selected units that were constructed prior to 1978. Addresses of tenants with children under age 6 living in pre-1978 structures will be provided to the Local Health Department quarterly. (Refer to the attached 24 CFR 35.1225)

G. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of part or the entire program being assisted under this grant.

H. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.

I. The Grantee shall adhere to the uniform administrative requirements of 24 CFR 92.505.

J. Pursuant to the requirements of Appendix II to 2 CFR Part 200, The Grantee shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).

VIII. **Program Costs**

A. The Grantee, if not environmentally exempt, shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Corporation has issued the "Notice of Release of Funds."

B. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this Agreement is not duly executed by the Grantee, the Corporation shall be under no obligation to pay the Grantee for any costs incurred or monies spent in conjunction with program activities, or to otherwise pay for any activities performed during such period.

C. At any time during the period of performance under this Agreement, the Corporation may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Corporation shall disallow any items of expense not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.

IX. **Drawdown of Grant Funds**

A. The Grantee shall be entitled to drawdown funds at the time the funds are actually needed for payment. Funds are to be drawn for immediate cash needs only, as required in U.S. Department of Treasury Circular 1075. **The Grantee shall not issue TBRA to a beneficiary until such time as all project set-up information has been received and entered into the Integrated Disbursement Information System (IDIS).**

B. The Grantee shall establish procedures to ensure that any funds set forth in (A) above shall be expended within fifteen (15) days of receipt of the funds in the electronic depository account.

X. **Depositories for Program Funds**

A. The Grantee must establish, or have established, an account in a local financial institution for the receipt, deposit, and disbursement of HOME Program funds.

B. The local account shall also be used for the deposit and disbursement of repayments of HOME funds. TBRA and security deposit repayments of HOME funds must be refunded to the Corporation for return to HUD. Program income must be disbursed prior to requesting HOME funds from the Corporation.

XI. **Financial Management**

A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds used in the HOME Program and follow the requirements of 24 CFR 85.20 and 2 CFR 200, respectively.

B. Grantees shall certify to the Corporation, in writing, prior to making the first drawdown of funds that the system proposed for use shall meet the following standards:

1. Maintenance of separate accounting records and source documentation for the HOME Program;

2. Provision for accurate, current, and complete disclosure of the financial status of the Program;

3. Establishment of records of budgets and expenditures for each approved activity;

4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;

5. Provision of financial status reports in the form specified by the Corporation.

6. Compliance with the Corporation audit requirements (2 CFR 200); and,

7. Consistence with generally accepted accounting principles or other basis of accounting as specified by the Kansas Department of Administration, if applicable, and 24 CFR 85.20.

C. Grantees shall transfer to the Corporation any HOME funds on hand at the time of expiration of this Agreement, and any accounts receivable attributable to the use of HOME funds, as required in 24 CFR 92.503.

XII. **Program Income**

The Grantee shall retain any repayment, interest, and any other return on the investment of HOME funds to be used for additional eligible activities under this Agreement.

XIII. **Recordkeeping**

The Grantee shall establish and maintain sufficient records for **five years** to enable the Corporation to determine whether the Grantee has met the requirements of the HOME Program. The Grantee shall follow the guidelines in 24 CFR 92.508.

XIV. **Monitoring and Reporting**

A. The Grantee shall monitor the activities of the HOME Program, including those of the contractors and subcontractors, to ensure that all program requirements are met. The Grantee shall establish and maintain a standard procedure for internal monitoring.

B. The Grantee shall submit quarterly progress reports to the Corporation. The reporting periods consist of **October/November/December**, **January/February/March**, **April/May/June**, and **July/August/September**. *Quarterly Progress Reports* are to be submitted to the Corporation on or before ten (10) days after the end of each quarter (**April 10, July 10, October 10,** and **January 10**). A *Quarterly Progress Report* shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. A ***Grant Completion Report* is required of the Grantee within 60 days of the final payment request.**

C. From time to time, as requested in writing by the Corporation, the Grantee shall submit such data and other information as the Corporation may require.

D. Failure to report as required or respond to requests for data or information in a timely manner shall be grounds for suspension or termination of the Grant at the discretion of the Corporation.

XV. **Procurement Procedures**

A. The Grantee shall use established procurement procedures, which reflect applicable State and local law and regulations, and the Corporation's Procedures for the establishment of procurement systems (24 CFR 84.40-84.48).

B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the

settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

C. The Grantee shall abide by the requirements of 24 CFR 24.200 and 2 CFR 200 Appendix II (H) concerning debarment and suspension on procurement procedures.

XVI. **Program Closeout**

A. Program Closeout is the process by which the Corporation determines that all applicable actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Corporation monitoring visits must be cleared up prior to closeout.

B. Program closeout will occur when all grantee projects are closed, when the *Grant Completion Report* is received within 60 days of the final drawdown, when audits for the appropriate time periods have been conducted, and when the audit reports have been submitted and accepted by the Corporation.

XVII. **Termination for Convenience**

A. The Corporation or Grantee may terminate the grant as a whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with further expenditure of funds.

B. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

C. If a project is terminated before its completion, an amount equal to the HOME funds disbursed for the project must be paid by the HOME recipient to its HOME Investment Trust Fund. Such Funds are due to the Corporation within 30 days of the date of project cancellation. Such funds shall be returned to HUD by the Corporation in compliance with HUD Notice CPD 92-18, issued June 9, 1992.

XVIII. **Suspension or Termination-for Cause**

A. The Corporation may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee, withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Corporation to terminate the grant.

B. The Corporation, after reasonable notice following procedures pursuant to Section XVIII (A) of this Agreement, may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Corporation shall promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date.

XIX. **Audit Requirements**

A. The Grantee shall arrange for the performance of annual financial/compliance audits of the organization/grant. All audits must be performed by an independent auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) shall be conducted in accordance with the requirements set forth in 2 CFR 200.

1. If the Grantee expends $750,000 or more federal awards during the local fiscal year, a single audit is required in accordance with 2 CFR 200.501.

2. If the Grantee expends more than $25,000 but less than $750,000 federal awards during the local fiscal year, the grantee has the option of a single audit, or a program-specific audit conducted on a fiscal year basis, as required in 24 CFR Part 84.26 and 85.26. The program-specific audit must include a schedule of expenditures of federal awards.

C. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than nine months after the end of the audit period unless agreed to by the Corporation.

D. If any expenditures are disallowed as a result of an audit, the obligation for reimbursement to the U.S. Treasury shall rest with the Grantee.

XX. **Retention of and Access to Records**

A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Corporation's Procedures and in accordance with 24 CFR 85.42 and 24 CFR 92.508.

B. Authorized representatives of the Corporation, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and receipt of assistance under the HOME Program as may be necessary to make audits, examinations, excerpts, and transcripts.

C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

XXI. **Conflict of Interest**

A. In the procurement of supplies, equipment, construction, and services by Grantees and subgrantees, the conflict-of-interest provisions at 2 CFR 200.112, and 24 CFR 85.36, respectively, shall apply. In all cases not governed by the provisions of said circular and regulation, the provisions of subsection (B) and 24 CFR 92.356 (b) shall apply.

B. No member of the Governing Body, officers or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.

C. The Grantee shall incorporate, or cause to be incorporated in all third-party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.

D. The Grantee shall not employ, nor shall any third party to employ, any employee of the Corporation.

E. The Grantee will disclose any consultants and interested parties and certify that current KHRC employees, for a period of up to two years after their employment ends, will not financially gain from the funding received through KHRC.

XXII. **Equal Opportunity**

In addition to all equal opportunity provisions and the Assurances incorporated by the reference herein, the Grantee agrees to comply with all the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provision to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties. Grantee will conduct and administer the grant in conformity with 24 CFR 92.350.

XXIII. **Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No appropriated federal funds have been paid, or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit *Disclosure Form to Report Lobbying* (Standard Form-LLL), in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

XXIV. **Waiver of Enforcement**

No waiver by the Corporation of the right to enforce any provision of this Agreement shall be deemed a waiver of the right to enforce each and all the provisions hereof.

XXV. **Revisions and Amendments and Approvals**

A. Any changes to this Agreement shall constitute an amendment.

B. The Grantee shall notify the Corporation if, through the use of other funds, there is an intention to expand, enhance, or add to the scope of the program, covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas, or activities of this program. The Corporation reserves the right to require an amendment to this Agreement if such is deemed necessary.

C. Amendments of the terms of this Agreement shall not become effective unless reduced to writing, numbered, and signed by the Corporation and the duly authorized representative of the Grantee.

XXVI. **Contractual Provisions Attachment**

The provisions found in Contractual Provisions Attachment are attached hereto.

"I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

Dated by the Corporation on: _____

KANSAS HOUSING RESOURCES CORPORATION	CITY OF PITTSBURG
By:_____	By:_____
Ryan Vincent, Executive Director	Chuck Munsell, Mayor

Kansas Housing Resources Corporation

2025

Home Investment Partnerships Program
Authorized Signature Designation Form

City of Pittsburg

Organization Name

101 N Pine St, Pittsburg, KS 66762

Address

M-25-SG-20-0116	48-6041003
Grant Number	**Agency Tax ID Number**
	November 17, 2026
Authorizing Official Signature	**Date**
Mayor, City of Pittsburg	chuck.munsell@pittks.org
Title	**e-mail Address**

The following person(s) are approved to sign any request or reports submitted to the KHRC relative to the HOME TBRA Program.

1. Megan Keener — Megan Keener

Print Name	**Signature**
Assistant Director of Housing	megan.keener@pittks.org
Title	**e-mail address**

2. Kim Froman

Print Name	**Signature**
Director, Community Development and Housing	kim.froman@pittks.org
Title	**e-mail address**

3. Missy Scott

Print Name	**Signature**
Finance Director	missy.scott@pittks.org
Title	**e-mail address**

List the contact information you want posted onto the KHRC website for TBRA.

Pittsburg Public Housing Authority, 101 N Pine St. Pittsburg, KS 66762 620-232-1210

Attachment A-Description of Activities

Agency: Pittsburg Housing Authority

Project Description:
Pittsburg Housing Authority is to deliver Tenant Based Rental Assistance Services to the Kansas area described below. Security and utility deposits will be provided on a grant basis. The Housing Authority will provide assistance in renting properties meeting HUD's Section 8 Housing Quality Standards within the County of Crawford. A certified NSPIRE inspector will complete all inspections related to TBRA rental assistance and/or security and utility deposit funding. The Pittsburg Housing Authority will comply with lead-based paint requirements (24 CFR PART 35) for pre-1978 built structures.

Area to be served:

Crawford County

Total Grant Amount:

$100,000