



City Council Regular Meeting

March 2, 2026

6:00 PM, Council Chambers - 111 E. Maple Ave.

To view a Council meeting agenda, visit <https://independencemo.portal.civicclerk.com/> and select 'Most Recent Council Agenda'.

INVOCATION

1. Dan O'Neill will give the invocation

THE PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS

CITIZEN REQUESTS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Approval of minutes from the February 4th and February 16th regular meetings
Approved
2. Council action is requested to authorize the City Manager to accept a \$7.38 million RAISE Grant from the United States Department of Transportation for the Englewood Roundabout & Winner Road Streetscape Project (No. 112603). **Approved**
3. Council action is requested to authorize a second extension to existing purchase order 26000754 in the amount of \$550,000 and authorize change orders up to ten (10) percent of the authorized amount, and to extend the sole source form with Black & McDonald for the provision of two (2) augmented journeyman lineman crews, to support Independence Power & Light (IPL) operations through June 30, 2026.
Approved

4. Council action is requested to authorize the City Manager to approve Purchase Order Change Order #2 on the design contract (PO #21000660) with Wilson & Company for a revised contract amount not to exceed \$156,520, and authorizing change orders up to ten percent (10%) of the authorized amount, for additional engineering services as part of the Valley View Parkway Extension Project (No. 512001). **Approved**

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the application to rezone the properties at 315, 317 and 319 S. Osage Street from I-1, Industrial, and C-2, General Commercial, to R-30/PUD, (High Density Residential/Planned Unit Development) and approving a Preliminary Development Plan. ***New Information Only.***

26-018 **2R** An ordinance approving a Rezoning from District I-1 (Industrial) and District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and approving a Preliminary Development Plan for the property located at 315, 317 and 319 S. Osage Street. **2R Item passes 7-0 Ord. No. 19790**

ORDINANCES

1. 26-017 **2R** An ordinance adopting amendments to the fiscal year 2025-2026 budget, which was approved by Ordinance No. 19682 **2R Item passes 7-0 Ord. No. 19789**
2. 26-019 **2R** An ordinance approving a plan for an Industrial Development Project; authorizing the City of Independence, Missouri to issue two series of Taxable Industrial Development Revenue Bonds in a combined principal amount not to exceed \$150,632,000,000; and authorizing and approving certain documents and actions in connection therewith. **2R Item passes 5-2 Ord. No. 19791**

FIRST READING(S)

1. 26-020 **1R** An ordinance amending Chapter 12 of the Code of Ordinances of the City of Independence, Missouri, by adding a new article prohibiting the sale of certain intoxicating Kratom derivatives and restricting the sale of Kratom products to persons twenty-one years of age or older. *(Sponsored by Mayor Rowland)* **1R Read**
2. 26-021 **1R** An ordinance approving a Special Use Permit to operate a bed and breakfast at 1304 S. Maywood Avenue in Independence, Missouri. **1R Read**

3. 26-022 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to accessory buildings & structures. **1R Read**
4. 26-023 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to temporary signs. **1R Read**
5. 26-024 **1R** An ordinance authorizing final disposition of certain city records that have met all requirements to be eligible for such disposition. **1R Read**

INFORMATION ONLY

1. **Please Note:** In accordance with RSMo. 610.021, the City Council may convene in a Closed Executive Session during or after the meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted by 610.021(9).

COUNCILMEMBER COMMENTS

ADJOURNMENT



INDEPENDENCE

* MISSOURI *

A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

February 4, 2026 6:00 PM

IUC - 17221 E. 23rd Street, Room 117, Independence, MO 64057

INVOCATION

1. The invocation will be given by Tim Allison, Chaplain at the Visiting Nurse Association Hospital.

Tim Allison, Chaplain at the Visiting Nurse Association Hospital gave the invocation.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

**** Due to a scheduling conflict with Council Chambers and Night Court, the meeting was moved to the IUC building.**

Mayor Pro Tem John Perkins called the meeting to order. Upon roll call, the following members were present: Jared Fears, Bridget McCandless, Jennie Vaught, and Heather Wiley. Absent – Rory Rowland, Brice Stewart.

PRESENTATION RESOLUTIONS

1. 26-710 A resolution recognizing Aimee Jones, GIS Analyst in the Technology Services Department, as the ISTAR Award Recipient for Service and Teamwork Above Responsibilities for the month of February. **Item passes 5-0 Res. No. 7202**

Councilmember Fears moved to approve the item as presented. Motion seconded by Councilmember McCandless.

AYES (5): Councilmember Fears, Councilmember McCandless, Councilmember Vaught,

Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (2): Mayor Rowland, Councilmember Stewart

Item passes 5-0

PROCLAMATIONS

There were no proclamations.

CITIZEN REQUESTS

Councilmember Fears moved to hear citizen requests out of order. Motion seconded by Councilmember McCandless.

AYES (5): Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (2): Mayor Rowland, Councilmember Stewart

Item was heard out of order.

Debra Powell spoke on the data center

Chase Philpott spoke on the data center

George Kapke spoke on the rezoning of 2610-2612 Lee's Summit Road

Steve Weller spoke on the rezoning of 2610-2612 Lee's Summit Road

Francis Albina (child) spoke on the data center and was accompanied by his parents

Valerie Byrne of the Chamber of Commerce spoke on the data center

CONSENT AGENDA

Reports and Recommendations of the City Manager

Councilmember Fears moved to approve the consent agenda. Motion seconded by Councilmember McCandless.

Item pulled for special consideration was item number 2, pulled by CM McCandless.

AYES (5): Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (2): Mayor Rowland, Councilmember Stewart

Consent agenda minus item number 2, passes 5-0

1. Approval of minutes from the January 5th and January 20th regular meetings
Approved

2. Council action is requested to issue a purchase order to Burns & McDonnell (B&M) in the amount of \$6,012,301 and authorize change orders up to ten (10) percent of the authorized amount, for Able Battery line terminal Engineer-Procure-Construct (EPC) services for the Power & Light Department (IPL). **Item passes 5-0**

This item was pulled for special consideration by Councilmember McCandless. The city will be reimbursed 100% for this project.

Councilmember McCandless moved to approve the item as presented. Motion seconded by Councilmember Fears. Motion Passed.

AYES (5): Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (2): Mayor Rowland, Councilmember Stewart

Item passes 5-0

RESOLUTIONS

1. 26-711 A resolution updating the membership for the Japanese Sister City Committee **Approved Res. No. 7203**

REGULAR AGENDA

PUBLIC HEARING(S)

Councilmember Fears moved to hear public hearings out of order. The public hearing for the Rhapsody Wedding and Reception Hall. Motion was seconded by Councilmember McCandless.

AYES (5): Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (2): Mayor Rowland, Councilmember Stewart

Motion passes 5-0 to hear public hearings out of order

1. A public hearing for the application to rezone the properties located at 2610 and 2612 S. Lee's Summit Road from C-1, Neighborhood Commercial, and R-6, Single Family Residential, to R-18/PUD, Moderate Density Residential/Planned Unit Development. **New Information Only.**

Rick Arroyo, Assistant Community Development Director spoke on this item. It was originally heard in July 2022. The project did not receive a majority vote at that time from the Planning Commission members. It is now being considered again. This will be an age-restricted housing development. Staff received a protest petition. The petition was only 25.7%, so it did not meet the 30% threshold.

22-075 2R An ordinance approving a rezoning from District C-1 (Neighborhood Commercial) and District R-6 (Single-Family Residential) to District R-18/PUD (Moderate-Density Residential/Planned Unit Development) and approving a preliminary development plan for the properties at 2610 and 2612 S. Lee's Summit Road, in Independence, Missouri. 2R (1R was on 8/1/2022) **Item Postponed to 2/16/26**

Councilmember Fears moved to amend the item to add a zoning restriction regarding the age restriction. Motion seconded by Councilmember McCandless. The item was presented, and discussion followed.

AYES (5): Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (2): Mayor Rowland, Councilmember Stewart

Motion to amend passes 5-0

Councilmembers Fears and Wiley said allowing these homes to be built here saves the property from being developed with a multi-story housing unit.

Councilmember McCandless made a motion to postpone this item for two weeks.

Seconded by Councilmember Fears.

AES (5): Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Wiley

NAYS (0): Councilmember Perkins

ABSENT (2): Mayor Rowland, Councilmember Stewart

Vote: 4-1 Item is postponed to February 16th.

2. A public hearing for the Taxable Industrial Development Revenue Bonds for the Surgery Center Project. **Full Public Hearing.**

David Martin with Gilmore and Bell presented this item. This proposal is to convert a building that used to house a restaurant to an oral surgery facility. No one came forward came forward to speak on this item and the public hearing was closed.

3. A full public hearing for the Retail Selling of Intoxicating Liquor by the Drink for The Rhapsody Wedding and Reception Hall located at 2322 S R.D. Mize Rd. **Full Public Hearing.**

Council action is requested on the application received from The Rhapsody Wedding and Reception Hall for Retail Selling of Intoxicating Liquor by the Drink that will be located at 2322 S R.D. Mize Rd. **Item passes 5-0**

The Rhapsody Wedding and Reception Hall is requesting a liquor license to sell intoxicating liquor by the drink during their events. It would not be open to the general public. Sales would only be available to those at the event. There is a church nearby and other businesses that sell liquor. There is also a residential area within 300 feet. No one came forward to speak on this item.

AYES (5): Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (2): Mayor Rowland, Councilmember Stewart

Item passes 5-0

ORDINANCES

FIRST READING(S)

1. 26-008 **1R** An ordinance authorizing a contract with the State of Missouri Public Safety to provide financial assistance for the State and Local Cybersecurity Grant Program and **declaring an emergency. 1R** (This will be a first and second reading and will require 5 yes votes to pass.) **Item passes 5-0 Ord. No. 19780**

This is an emergency item, so both first and second readings were done.

AYES (5): Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (2): Mayor Rowland, Councilmember Stewart

Item passes 5-0

2. 26-009 **1R** An ordinance adopting amendments to the Fiscal Year 2025-2026 Capital Improvement Budget, which was approved by Ordinance No. 19682; and authorizing the City Manager to award a contract with TMG Utility Advisory Services, Inc., d/b/a TMG Consulting, Inc. ("TMG") for an Advanced Metering Infrastructure (AMI) Program and Performance Management Services for a period of four (4) years, and authorizing change orders of up to ten percent (10%) of the authorized amount. **1R Read**

3. 26-010 **1R** An ordinance amending Section 3.01.001 of the Independence City Code to expand the definition of a public nuisance animal **1R Read**

Councilmember Wiley provided clarification on this ordinance, stating that it pertains to animals running at large.

4. 26-011 **1R** An ordinance creating Section 12.06.021 of the Independence City Code for the prohibition of nonconsensual dissemination of private sexual images **1R Read**
5. 26-012 **1R** An ordinance creating Section 12.06.022 of the Independence City Code for the prohibition of threatening the nonconsensual dissemination of private sexual images **1R Read**

6. 26-013 **1R** An ordinance approving a Plan for an Industrial Development Project for the Surgery Center Project; authorizing the City of Independence, Missouri to issue Taxable Industrial Development Revenue Bonds in a principal amount not to exceed \$3,530,000; and authorizing certain documents and actions in connection therewith. **1R Read**
7. 26-014 **1R** An ordinance approving a rezoning from District C-2 (General Commercial) to District R-12 (Two-Family Residential) for the properties located at 724 and 726 North Noland Road. **1R Read**
8. 26-015 **1R** An ordinance approving the Cooperative Agreement among the City of Independence, Missouri, the Blue Ridge Crossing-East Community Improvement District, and MBS Mall Investor-98, LLC. **1R Read**
9. 26-016 **1R** An ordinance amending Chapter 4 Article 11 Landlord Tenant Code and Article 15 Rental Ready of the City Code. **1R Read**

INFORMATION ONLY

1. Blue Ridge Crossing East CID Proposed Budget for FY 2026-2027
2. Independence Advisory Board of Health letter to the City Council regarding recommendations concerning the Independence Health Department
3. **Please Note:** In accordance with RSMo. 610.021, the City Council may convene in a Closed Executive Session during or after the meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted by 610.021(9).

COUNCILMEMBER COMMENTS

Councilmember Fears stated he has received a number of calls, emails and messages regarding the data center. Nebius has opened a new website today. Nebius.com/Independence This link has a lot of detail regarding what is being proposed. He reminded everyone that Council will be voting on a Chapter 100 ordinance. This does not dictate the use of the land, it is about taxes and tax abatement. There will be more conversation on this as time goes on.

Councilmember Wiley said she is hosting a 3rd District Town Hall meeting on February 28th at 10:00 a.m. at Gudgell Park Community of Christ. This is to talk about 3rd District items but anyone is welcome to attend.

Councilmember McCandless discussed citizens receiving estimated bills instead of meter

readings. The meter readers will come back and get an accurate reading. Bills will be adjusted to the accurate readings. She gave a shout-out to the Parks Dept. for upgrades to playground equipment. She thanked the fire personnel for the invitation to the promotion ceremony today and for welcoming 20 new recruits. The Point in Time count occurred last week to determine the number of homeless. This count helps determine funding. She visited with the Mayor of Matlas, Finland, which is where a Nebius Data Center is located. The center has been there for 10 years. The Mayor felt it was a very good investment for their community. He also said there has not been a noise issue at all. The rates have also been stable since the center was put in. The City Manager interview process is still ongoing, but moving along.

Mayor ProTem Perkins said he was also on the call with the Mayor from Finland. It was a very informative call. He also stated that the PIT count was able to help locate and individual that was the subject of a Silver Alert.

ADJOURNMENT

7:04 PM



Presiding Officer of the City Council
of the City of Independence, Missouri



ATTEST:



City Clerk



INDEPENDENCE

*** MISSOURI ***

A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

February 16, 2026 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

1. The invocation will be given by Rob Douglas, Elder at the East Independence Church of Christ

Rob Douglas Elder at the East Independence Church of Christ gave the invocation.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Rory Rowland, Presiding Officer of the City Council, called the meeting to order. Upon roll call, the following members were present: Jared Fears, Brice Stewart, Bridget McCandless, Jennie Vaught, John Perkins, and Heather Wiley.

Absent - none.

PROCLAMATIONS

A proclamation recognizing Engineer's Week was presented to the engineers and accepted by Alex Lopez, Engineer for the City of Independence.

Councilmember Perkins moved to hear second readings out of order and before Citizen Requests. Motion seconded by Councilmember McCandless.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (1): Councilmember Stewart

ABSENT (0):

Motion passes 6-1. Second readings will be heard before Citizen Requests.

CITIZEN REQUESTS

Cindi Rogers talked about the FIFA Chamber Luncheon

The following individuals spoke on the Data Center: Mike Talboy, Jason Godfrey, Damon Miles, Dale Auger, Doug Cowan, Dr. Cindy Grant, Bret Kolman, Rachel Gonzalez, Bo Moreno, Lainey Ruth and Leanora Ruth, Stephanie Robinson, Richard McKee, Kevin Baird, Monica Engle, Andrew Hanch, Lucy Young, Marjain Breitenback, Cecelia Jones, Maggie Robinson, Evan Glantz, Lacinda Johnson, Galen Sharp, Howard Huff, Daniel Moorehead, Gayla Hirst, Michelle Dowel, David Whipple, Jill McCarthy, Hanna Albina, Catherine Alexander.

CONSENT AGENDA

Councilmember Perkins moved to approve the consent agenda. Motion seconded by Councilmember Fears. No items were pulled for special consideration.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Consent agenda passes 7-0

Reports and Recommendations of the City Manager

1. Council action is requested to approve a Change Order to Purchase Order 22000956, for an additional \$33,930.00 and to authorize change orders of up to ten percent (10%) of the authorized amount, with Altec Industries Inc. for an AM50 Altec aerial bucket truck for the Power & Light (IPL) department. **Approved**
2. Council action is requested to authorize the City Manager to sign a City Council Authorization Form required to submit the 2026/27 Fiscal Year Grant Applications to the Missouri Department of Highway Safety. **Approved**
3. Council action is requested to approve a contract with Logicalis for Technology Services Department services for Fiscal Years 2025/26 through 2030/31, in a total amount not to exceed \$496,385; to authorize change orders of up to ten (10) percent of the contract amount; and to authorize the issuance of purchase orders during the contract term, subject to annual budget appropriations. **Approved**
4. Council action is requested to issue purchase orders to 911 Custom up to \$150,000 for Emergency Vehicle Equipment and Changeovers/Installations of equipment for the Police Department for fiscal year 2025-2026. **Approved**
5. Council action is requested to authorize the City Manager to approve a construction contract with Vance Brothers, Inc., for an amount not to exceed \$2,240,818.73, and

authorizing minor change orders up to ten percent (10%) of the authorized amount and/or time extensions, for the FY 26 Roadway Seals Project (No. 112201-13) as part of the Annual Pavement Maintenance Program. **Approved**

6. Council action is requested to authorize the City Manager to approve Purchase Order Change Order #1 on the design contract (PO #24000460) with Veenstra & Kimm for a revised contract amount not to exceed \$202,932, and authorizing change orders up to ten percent (10%) of the authorized amount, for additional engineering services as part of the Independence Historic Trails Phase 1 Project (No. 112404). **Approved**
7. Council action is requested to authorize the City Manager to issue a purchase order to Premier Truck Group, in the amount of \$148,992, and authorizing change orders of up to ten percent (10%) of the authorized amount, for the procurement of a replacement dump truck chassis for use by the Sanitary Collection System Division of Municipal Services (Project No. 302603). **Approved**
8. Council action is requested to authorize the City Manager to approve a one (1) year pricing agreement, with two (2), one-year renewal periods for biosolids hauling with Synagro for the Municipal Services Department. **Approved**

RESOLUTIONS

1. 26-712 A resolution appointing Ted Luce to the Public Utilities Advisory Board
Approved Res. No. 7024

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the application to rezone the properties at 724 and 726 N. Noland Road from C-2, General Commercial, to R-12, Two-Family Residential. ***New Information Only.***

Tom Scannell, the Community Development Director, presented this item. This project was voted on by the Planning Commission on January 13th. They voted in favor of the project. Staff is also recommending this rezoning. No one came forward to speak on this item. Public Hearing was closed.

26-014 2R An ordinance approving a rezoning from District C-2 (General Commercial) to District R-12 (Two-Family Residential) for the properties located at 724 and 726 North Noland Road. 2R **Item passes 7-0 Ord. No. 19781**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley
NAYS (0): None
ABSENT (0):

Item passes 7-0

2. A public hearing for the Taxable Industrial Development Revenue Bonds for the Nebius Project located at M-78 and Little Blue Parkway. **Full Public Hearing.**

This item was presented by David and Martin with Gilmore and Bell. This relates to the Data Center project. He discussed details of the Chapter 100 with regard to tax abatements. He also discussed some special provisions that are built into the lease. Mark Coulter, local counsel for Nebius gave a presentation on this topic. He gave an update on the development. Arco was chosen as their local general contractor for this project.

The following people spoke on this topic during the public hearing: Patricia White, Chris Patterson with Arco Construction, Valerie Byrne with the Independence Chamber of Commerce, Robin Baker-Vocary, Bailey Hodge, Andy Collins, Evan Glantz, Lucy Young, Rachel Gonzalez and Mark Williams.

The hearing was then closed.

ORDINANCES

Councilmember Perkins motioned to hear second readings out of order due to the number of citizen speakers who have signed up to speak this evening. Seconded by Councilmember McCandless.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley
NAYS (1): Councilmember Stewart
ABSENT (0):

Item passes 6-1 Second readings will be heard out of order, before Citizen Requests.

1. 26-009 2R An ordinance adopting amendments to the Fiscal Year 2025-2026 Capital Improvement Budget, which was approved by Ordinance No. 19682; and authorizing the City Manager to award a contract with TMG Utility Advisory Services, Inc., d/b/a TMG Consulting, Inc. ("TMG") for an Advanced Metering Infrastructure (AMI) Program and Performance Management Services for a period of four (4) years, and authorizing change orders of up to ten percent (10%) of the authorized amount. 2R
Item passes 6-1 Ord. No. 19782

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley
NAYS (1): Councilmember Stewart
ABSENT (0):

Item passes 6-1

2. 26-010 **2R** An ordinance amending Section 3.01.001 of the Independence City Code to expand the definition of a public nuisance animal **2R Item postponed indefinitely 7-0**

Councilmember Wiley made a motion to postpone this item indefinitely. Councilmember McCandless seconded this motion.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item is postponed indefinitely 7-0

3. 26-011 **2R** An ordinance creating Section 12.06.021 of the Independence City Code for the prohibition of nonconsensual dissemination of private sexual images **2R Item passes 7-0 Ord. No. 19783**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

4. 26-012 **2R** An ordinance creating Section 12.06.022 of the Independence City Code for the prohibition of threatening the nonconsensual dissemination of private sexual images **2R Item passes 7-0 Ord. No. 19784**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

5. 26-013 **2R** An ordinance approving a Plan for an Industrial Development Project for the Surgery Center Project; authorizing the City of Independence, Missouri to issue Taxable Industrial Development Revenue Bonds in a principal amount not to exceed \$3,530,000; and authorizing certain documents and actions in connection therewith. **2R Item passes 7-0 Ord. No. 19785**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

6. 26-015 **2R** An ordinance approving the Cooperative Agreement among the City of Independence, Missouri, the Blue Ridge Crossing-East Community Improvement District, and MBS Mall Investor-98, LLC. **2R Item passes 7-0 Ord. No. 19786**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

7. 26-016 **2R** An ordinance amending Chapter 4 Article 11 Landlord Tenant Code and Article 15 Rental Ready of the City Code. **2R Item passes 7-0 Ord. No. 19787**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

8. 22-075 **2R** An ordinance approving a rezoning from District C-1 (Neighborhood Commercial) and District R-6 (Single-Family Residential) to District R-18/PUD (Moderate-Density Residential/Planned Unit Development) and approving a preliminary development plan for the properties at 2610 and 2612 S. Lee's Summit Road, in Independence, Missouri. **2R (1R was on 8/1/2022) Item passes 7-0 Ord. No. 19788**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

FIRST READING(S)

1. 26-017 **1R** An ordinance adopting amendments to the fiscal year 2025-2026 budget, which was approved by Ordinance No. 19682 **1R Read**
2. 26-018 **1R** An ordinance approving a Rezoning from District I-1 (Industrial) and District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and approving a Preliminary Development Plan for the property located at 315, 317 and 319 S. Osage Street. **1R Read**
3. 26-019 **1R** An ordinance approving a plan for an Industrial Development Project;

authorizing the City of Independence, Missouri to issue two series of Taxable Industrial Development Revenue Bonds in a combined principal amount not to exceed \$150,632,000,000; and authorizing and approving certain documents and actions in connection therewith. **1R Read**

INFORMATION ONLY

1. Municipal Court Report for January 2026
2. The City Clerk has received a certified copy of the election results for the February 2026 Primary Election for Mayor and At Large City Councilmember.
3. **Please Note:** In accordance with RSMo. 610.021, the City Council may convene in a Closed Executive Session during or after the meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted by 610.021(9).

COUNCILMEMBER COMMENTS

Councilmember Fears said the Audit and Finance Committee met last week. They had their annual audit report done by Ruben and Brown who is the outside auditor. They gave the City a 100% clean audit.

Councilmember Wiley talked about the animal shelter. In the month of February, the shelter adopted out 44 animals, returned 8 to their owners, and transferred 3 to animal rescues; however, 45 were brought in. A majority of them were strays. She also reminded everyone that you can have your dog microchipped at the shelter for \$15. This is also a good time to spay or neuter your animals. There are resources available for free spay and neuters.

Councilmember McCandless stated how proud she was of Independence for the robust turnout to the meeting this evening. Two new police officers started with IPD. Three civilians were also sworn in at IPD. The crime data is available and is showing some good improvements. She asked the City Manager for an opportunity for the police chief to present this information to the community.

Councilmember Perkins thanked everyone for coming to the meeting this evening. He encouraged everyone to read Jeff Fox's article in the newspaper. Economic development in the first district is active on Sterling to Wilson Road. Friends of Englewood Theatre will have a ribbon-cutting on March 25th at 4:00 p.m.

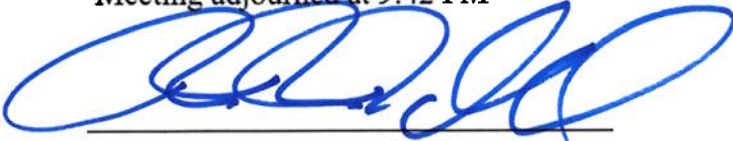
Mayor Rowland thanked the folks that put together the meeting at the church last week regarding the data center. He also gave a big shout-out to Congressman Cleaver for securing \$1.2 million dollars for the construction repairs of the Kentucky Road bridge over Rock Creek.

Interim City Manager Lisa Reynolds said that design bids are already out for the repairs to this bridge. She also added that as March approaches, construction will begin on the first two of our GO Bond bridges, Kentucky over Mill Creek and the Chrysler Avenue bridge.

The Mayor will do his last State of the City address on March 18th at the Truman Library.

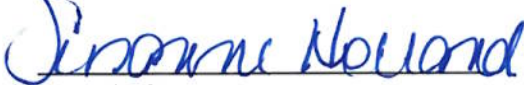
ADJOURNMENT

Meeting adjourned at 9:42 PM



Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:



City Clerk



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to accept a \$7.38 million RAISE Grant from the United States Department of Transportation for the Englewood Roundabout & Winner Road Streetscape Project (No. 112603). **Item passes 7-0**

Recommendations:

Council approval is recommended.

Background:

Approval of this item will authorize the City Manager to enter into a \$7.38 million RAISE (Rebuilding America Infrastructure with Sustainability and Equity) grant agreement with the United States Department of Transportation for the Englewood Roundabout & Winner Road Streetscape Project (No. 112603).

This project will transform the 5-way intersection, at Northern Blvd., Winner Rd., and E. 18th St. S, into a modern roundabout, and provide streetscape improvements to the historic Englewood Arts District, from Winner Rd and Sterling to Winner Rd. and S. Hedges Ave. Initial plans for streetscape improvements include sidewalk and lighting improvements, ADA updates to infrastructure, possible traffic enhancements, and the implementation of bicycle and pedestrian amenities such as benches, trash cans, and bike racks. Initial plans for the Englewood Roundabout include a potential large art installation in the center.

Additionally, this project will provide a connection between the improved pedestrian and multimodal infrastructure created by the Winner Road Complete Streets project and the Truman Connected Projects.

The total cost estimate of this project is approximately \$9.22 million. The complete financial responsibilities of this grant are as follows:

Federal Cost Share:	\$7,379,648
City Cost Share:	\$1,844,912
Total:	\$9,224,560

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is approximately \$7.38 million in revenue and approximately \$1.8 million in matching expenses from the Street Sales Tax (Fund 011). Funding in the amount of \$737,965 was included in the FY 2025-26 budget. Remaining funding will be included in the

FY 2026-27 budget. Funding for the Englewood Roundabout & Winner Road Streetscape Project (No. 112603) will be tracked through account number 112603-C-0517051-5406.

Council Action:

Department / Contact	Municipal Services /
---------------------------------	----------------------

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. RAISE Grant Agreement -Englewood
2. Project Location - Englewood Roundabout & Winner Road Streetscape - No. 112603

- | | |
|--|---|
| <p>1. Award No.
693JJ32640375</p> <p>4. Award To
City of Independence, Missouri
111 East Maple Ave
Independence, MO 64050
Unique Entity Id.: U5W1BFU54PJ3
TIN No.: 44-6000190</p> <p>6. Period of Performance
Effective Date of Award –
September 30, 2033</p> <p>8. Type of Agreement
Grant</p> <p>10. Procurement Request No.
HAD260008PR</p> <p>12. Submit Payment Requests To
See Article 18 of the General Terms and
Conditions.</p> <p>14. Accounting and Appropriations Data
15X0C84E50.2024.070RA21500.8001000000.41010.61006600</p> <p>15. Description of Project
Englewood Roundabout and Winner Road Upgrades</p> | <p>2. Effective Date
See No. 17 Below</p> <p>5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Cooperative Agreements and Non-State
Awards Division (HACG-30)
1200 New Jersey Avenue, SE
Washington, DC 20590</p> <p>7. Total Amount
Federal Share: \$7,379,648
Recipient Share: \$1,844,912
Total: \$9,224,560</p> <p>9. Authority
49 U.S.C. 6702; Infrastructure Investment and
Jobs Act (Pub. L. No. 117-58, div. J, Nov. 15,
2021); Consolidated Appropriations Act, 2024
(Pub. L. 118-42, March 8, 2024)</p> <p>11. Federal Funds Obligated
Base Phase (Pre-NEPA): \$1,443,528</p> <p>13. Payment Office
See Article 18 of the General Terms and
Conditions.</p> |
| <p>3. Assistance Listings No.
20.933</p> | |

RECIPIENT
16. Signature of Person Authorized to Sign

Signature	Date
Name: Lisa Reynolds	
Title: City Manager	

FEDERAL HIGHWAY ADMINISTRATION
17. Signature of Agreement Officer

Signature	Date
Name: Ryan Buck	
Title: Agreement Officer	

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2024 RAISE PROGRAM

This agreement is between the United States Department of Transportation (the “**USDOT**”) and the City of Independence (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the Englewood Roundabout and Winner Road Upgrades.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2024 RAISE Program: FHWA Projects,” dated November 04, 2025, which is available at <https://www.transportation.gov/BUILDgrants/grant-agreements>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

SCHEDULE A
ADMINISTRATIVE INFORMATION

1. Application.

Application Title: The Englewood Arts District and Corridor Improvements Project is a transportation infrastructure initiative that aims to provide two big benefits to the City of Independence.

Application Date: 2/28/2024

2. Recipient's Unique Entity Identifier.

See section 28.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Adi Smadi
Engineer III (City's PM)
City of Independence, Municipal Services
City of Independence – Utilities Center
17221 East 23rd St S
Independence, MO 64057
O: 816-325-7006
aal-smadi@indepmo.org

4. Recipient Key Personnel.

Name	Title or Position
Alexander Lopez	City Engineer
Matt McLaughlin	Deputy Director – Municipal Services

5. USDOT Project Contact(s).

Ryan Buck
Agreement Officer (AO)
Federal Highway Administration
Cooperative Agreements and Non-State Awards Division (HAGC-30)
1200 New Jersey Avenue, S.E.
Washington, DC 20590
Ryan.Buck@dot.gov

and

Lishelle Wesley
Agreement Specialist (AS)
Federal Highway Administration
Cooperative Agreements and Non-State Awards Division (HAGC-30)
1200 New Jersey Avenue, S.E.
Washington, DC 20590
Lishelle.Wesley@dot.gov

and

Agreement Officer Representative (AOR)
Division Administrator
FHWA MO Division
3220 W. Edgewood, Suite H,
Jefferson City, MO 65109
573-636-3701

and

Brian Nevins
Service Team Transportation Engineer
FHWA MO Division 3220 W. Edgewood, Suite H,
Jefferson City, MO 65109
573-638-2624
brian.nevins@dot.gov

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition
and Grants Management

8. Federal Award Identification Number.

See section 28.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: None

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

This project will construct a roundabout at the intersection of Winner Road and Northern Boulevard. Improvements also include the rehabilitation of Winner Road to include pedestrian safety and Americans with Disabilities Act (ADA) improvements.

2. Statement of Work.

The Englewood Arts District Roundabout and Englewood Pedestrian Improvements Project are transportation infrastructure initiatives that aim to provide safety and commercial benefits to the Englewood Arts District.

- First, the Roundabout Improvements component project will remedy issues with the 5 way intersection entrance (from the west), by replacing it with a roundabout.
- The second component project involves pedestrian improvements to the streetscape down the central corridor of Winner Rd directly in the center of the Englewood Arts District. The project's primary purpose is to increase pedestrian and non-vehicular usability for the Englewood Arts District. This is expected to boost access to the area, enhance safety, and increase business opportunity and commerce.

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date:

Base Phase Budget Period End Date: 11/30/2027

Option Phase I Budget Period End Date: 11/30/2028

Option Phase II Budget Period End Date: 01/21/2030

Period of Performance End Date: See section 28.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned NEPA Completion Date	03/30/2027
Planned ROW Certification Date	03/30/2028
Planned Construction Substantial Completion and Open to Traffic Date:	01/21/2029

3. Special Milestone Deadlines.

Milestone	Deadline Date
Standard Railroad Agreement	11/30/2027

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

RAISE Grant Amount: \$7,379,648

2. Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Portion of the Project	Portion of the RAISE Grant	Obligation Condition
Base Phase: NEPA & PE	\$1,443,528	
Option Phase 1: ROW & Final Design	\$241,120	Upon confirmation that all applicable Federal requirements have been met.
Option Phase 2: Construction Services	\$5,695,000	Upon confirmation that all applicable Federal requirements have been met.

3. Approved Project Budget.

Eligible Project Costs				
	Base Phase: NEPA/PE	Option Phase I: Final Design and ROW	Option Phase II: Construction	Total
RAISE Funds:	\$1,443,528	\$241,120	\$5,695,000	\$7,379,648
Other Federal Funds:	\$0	\$0	\$0	\$0
Non-Federal Funds:	\$275,520	\$60,280	\$1,509,112	\$1,844,912
Total:	\$1,719,048	\$301,400	\$7,204,112	\$9,224,560

4. Cost Classification Table

Cost Classification	Total Costs	Non-RAISE Previously Incurred Costs	Eligible Costs
Administrative and legal expenses	\$100,000	\$0	\$100,000
Land, structures, rights-of-way, appraisals, etc.	\$301,400	\$0	\$301,400
Architectural and engineering fees	\$1,619,048	\$0	\$1,619,048
Construction	\$5,763,290	\$0	\$5,763,290
Contingency (20%)	\$1,440,822	\$0	\$1,440,822
Project Total	\$9,224,560	\$0	\$9,224,560

5. Approved Pre-award Costs

None. The USDOT has not approved under this award any pre-award costs under 2 C.F.R. 200.458.

SCHEDULE E

CHANGES FROM APPLICATION

Scope: Progressive Design-Build Delivery is anticipated, which will lead to accelerated fast track delivery. However, for the purpose of this grant agreement, the dates established in the application documents are used herein to be the basis for performance measurement. It is anticipated that the use of DB delivery on this project will enable fast track progression, and as a result, earlier delivery can be anticipated. The city hopes to be able to open to traffic by 11/30/2027, though would choose to hold to the application commitment.

Schedule: None.

Budget: No changes have been made.

**SCHEDULE F
RAISE PROGRAM DESIGNATIONS**

1. Urban or Rural Designation.

Urban-Rural Designation: Urban

2. Capital or Planning Designation.

Capital-Planning Designation: Capital

3. Historically Disadvantaged Community or Area of Persistent Poverty Designation.

HDC or APP Designation: Yes

4. Funding Act.

Funding Act: FY 24

5. Security Risk Designation.

Security Risk Designation: Low

SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION

Study Area: Data will be collected throughout the entire downtown/square street to ensure network efficiency.

Baseline Measurement Date: November 30, 2027

Baseline Report Date: January 30, 2028

Table 1: Performance Measure Table

Performance Measure	Unit Reported
Auto Crash Rates by Type/Severity	Safety Crash rates will be measured and reported as crashes per 100 million VMT and identified by the following severity categories: fatal, injury, and property-damage-only (PDO) crashes
Bike and Pedestrian Counts/Trips	Economic Competitiveness Average daily bicycle and pedestrian counts using National Bicycle & Pedestrian Documentation Project methodology by conducting hourly counts at key locations in the study area. Counts will be collected on a typical weekday, Saturday and Sunday and should be conducted monthly to produce a quarterly average.

SCHEDULE H LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>

	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.
--	--

2. **Supporting Narrative.**

The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union.

Directly related to the project the district has put considerable effort into laying the plans and policy for special purpose districts that incorporates business planning and encouraging new businesses to open. The district includes special accommodations for entertainment, retail sales, artisan workshops and office space. This setup is unique in that it encourages small business growth. MoDOT's LPA processes will be adopted and used for this project which was developed as a guide for cities and counties that sponsor projects utilizing federal transportation funds. These created opportunities will have a free and fair choice to join a union. More information on MoDOT's LPA policy can be found here:

MoDOT's LPA processes will adopted and used for this project
[https://epg.modot.org/index.php/LPA:136_Local_Public_Agency_\(LPA\)_Policy](https://epg.modot.org/index.php/LPA:136_Local_Public_Agency_(LPA)_Policy)

Project Location:
Englewood Roundabout & Winner Road Streetscape
Project No. 112603



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize a second extension to existing purchase order 26000754 in the amount of \$550,000 and authorize change orders up to ten (10) percent of the authorized amount, and to extend the sole source form with Black & McDonald for the provision of two (2) augmented journeyman lineman crews, to support Independence Power & Light (IPL) operations through June 30, 2026. **Approved**

Recommendations:

Council approval is recommended.

Background:

Independence Power & Light (IPL) has experienced persistent staffing shortages within its Transmission & Distribution (T&D) line operations, impacting the utility's ability to meet ongoing maintenance and construction requirements. On September 15, 2025, to ensure continued reliability and safe operations, IPL sought to temporarily augment its workforce by engaging Black & McDonald to provide two (2) full augmented line crews through the end of calendar year 2025. On January 5, 2026, this was extended by Council to April 1, 2026. IPL is requesting an additional extension on this agreement to June 30, 2026, to allow additional time for the normal procurement procedures for an RFP. Due to peak season, IPL has been unable to follow normal procurement procedures.

Black & McDonald possesses a qualified workforce familiar with IPL's system, in conjunction with IBEW Local 53, along with the specialized equipment and availability needed to immediately supplement IPL's T&D capabilities. This arrangement will continue to enable IPL to meet critical workload demands, maintain customer reliability, support capital project schedules, and provide operational flexibility while recruitment efforts continue.

IPL still intends to issue a competitive Request for Proposals (RFP) for services in 2026 and beyond, opening this scope of work to competitive bids. The current request for sole source authorization was limited to the short-term period through April 1, 2026. IPL would like to request an extension of the sole source authorization as well, to June 30, 2026.

The original authorization was for up to \$500,000 to be funded by T&D salary savings transferred to the Professional Services account. This temporary measure will help ensure system reliability, maintain continuity of operations, and support IPL's ability to meet customer requirements and schedules on critical capital projects. The arrangement will remain in place until permanent staffing levels can be restored, and the competitive RFP process is completed. This part of the request has been finalized, purchase order 26000754 was created. However, an additional \$550,000 is being requested to be funded by T&D salary savings and transferred to the Professional Services account. This will ensure continued reliability, continuity of operations and requirements and schedules on critical capital projects.

Approval of this item continues to authorize the Finance Director to issue change orders up to ten percent (10%) of the original authorized amount, provided appropriations are available.

Emergency Justification:

Fiscal Impact:

The fiscal impact on the City totals \$1,050,000. The original amount for the crews was \$500,000. Funding for the augmented journeyman lineman crews will again be provided through salary savings from 0206150.5100 (T&D - Salaries), with a transfer of \$550,000 into 0206150.5226 (T&D - Professional Services), IPL Fund 020.

Council Action:

Department / Contact	Power and Light /
---------------------------------	-------------------

REVIEWERS

Khristina Irvine
Joseph Hegendeffer
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Sole - Emergency Source Form - Black & McDonald - Augemented Journeyman Lineman Services to December 31, 2025
2. B&M IPL Local 53 Rates - 2025-8-31 to 2026-8-29



PROCUREMENT SOURCE JUSTIFICATION

For Sole Source or Emergency Purchases Above \$10,000.00

A sole source is defined as: Only one vendor that possesses the unique and singularly available capability to meet the requirement of the procurement An emergency purchase is defined as: A purchase is necessary to alleviate a situation in which there is a threat to health, welfare, or safety, and/or where time does not allow time for normal procurement procedures. All purchases shall follow the City of Independence Procurement Policy.	
I REQUEST THAT THE REFERENCED PRUCHASE BE DECLARED A SOLE SOURCE OR EMERGENCY PURCHASE	
Proposed supplier name and address: Black & McDonald, 6900 Executive Dr. KCMO 64120	Munis Vendor ID #: Or attach Supplier's W-9 Form
Purchase Requisition #:	Estimated Cost: \$ 500,000
If this is a sole source purchase, check all that apply: ☐ Licensed or patented – supplier has a license or patent that makes them the Limited provider. ☐ One-of-a-kind – there are no competitive alternatives available on the market ☐ Limited Distributor – Supplier is the limited distributor for the region or municipality ☐ Compatibility – must match existing brand or equipment for compatibility ☐ Warranty / Replacement part - for a specific brand or factory authorized warranty service ☐ Grant – Requirements for specific goods / services established in the grant language. Attach grant for support ☐ Unique design – must meet physical design or quality standards. ☐ Public Utility Services – Necessary adjustment of utility facilities ☐ Other - _____	
If this is an emergency purchase, check all that apply and give a brief description of the situation: Response to a threat to health, welfare or ☐ Public safety ☐ Protection of preservation of public property ☒ Major project's timeline does not allow for normal procedures in order to be completed Description - Black & McDonald possesses a qualified workforce familiar with IPL's system, in conjunction with IBEW Local 53, along with the specialized equipment & availability needed to immediately supplement IPL's T&D capabilities for augmented journeyman lineman to help with on-going issues with peak season & completing large projects.	
STATEMENT OF NEED AND CERTIFICATION: My department's recommendation for this expenditure is based upon an objective review of the product / service required and appears to be in the best interest of the City of Independence. I know of no conflict of interest with this request. No gratuities, favors, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to source this purchase when there are other known suppliers to exist. By submitting this form to Munis, I hereby certify that this justification for procurement is accurate and complete to the best of my knowledge and belief.	
Department Head Authorization	
Name: Joe Hegendeff	Department: IPL
Signature:	Title: Director of IPL
City Manager Authorization (Emergency Purchases Only)	
Signature:	Date:

Khristina Irvine

From: Joseph Hegendefffer
Sent: Thursday, August 28, 2025 7:35 AM
To: Khristina Irvine; Ricky de Aragon
Subject: RE: Contracting/Augmented Journeyman Lineman

This looks good to me. I don't have any changes. Thanks



Joe Hegendefffer
Director

O - 816.325.7494
C - 816.267.3587
jhegendefffer@indepmo.org

21500 E Truman Rd.
Independence MO 64056

From: Khristina Irvine <kirvine@indepmo.org>
Sent: Wednesday, August 27, 2025 5:11 PM
To: Joseph Hegendefffer <jhegendefffer@indepmo.org>; Ricky de Aragon <rdearagon@indepmo.org>
Subject: Contracting/Augmented Journeyman Lineman

Joe/Ricky, here is the paperwork to get the emergency P.O. for the above going and the transfer of funds going as well. Please let me know if you see any changes that need to be made and I will get this ball going with Rich as well as Finance.

I have some paperwork for the bid portion going as well but will need some help in the wording for the scope of work for the RFP.

Thanks!



Khristina Irvine
Assistant to the Director

O – 816-325-7434
kirvine@indepmo.org

BLACK & McDONALD LABOR SCHEDULE **for City of Independence Power & Light**

IBEW Local 53			
2025-08-31 to 2026-08-29			
Classification	ST	OT	DT
Superintendent	\$ 146.57	\$ 209.35	\$ 272.12
General Foreman	\$ 136.99	\$ 195.40	\$ 253.80
Line Foreman	\$ 131.42	\$ 187.28	\$ 243.15
Journeyman Lineman	\$ 120.27	\$ 171.06	\$ 221.85
7th Step Apprentice	\$ 109.13	\$ 154.84	\$ 200.55
6th Step Apprentice	\$ 103.55	\$ 146.73	\$ 189.90
5th Step Apprentice	\$ 97.98	\$ 138.61	\$ 179.25
4th Step Apprentice	\$ 92.41	\$ 130.50	\$ 168.59
3rd Step Apprentice	\$ 86.84	\$ 122.39	\$ 157.94
2nd Step Apprentice	\$ 81.27	\$ 114.28	\$ 147.29
1st Step Apprentice	\$ 75.69	\$ 106.17	\$ 136.64
Heavy Equip. Operator	\$ 109.35	\$ 155.16	\$ 200.97
Bore Crew Foreman	\$ 107.64	\$ 152.68	\$ 197.71
Small Equip. Operator	\$ 90.97	\$ 128.40	\$ 165.84
Groundman	\$ 77.55	\$ 108.87	\$ 140.20
Substation Tech	\$ 120.27	\$ 171.06	\$ 221.85

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve Purchase Order Change Order #2 on the design contract (PO #21000660) with Wilson & Company for a revised contract amount not to exceed \$156,520, and authorizing change orders up to ten percent (10%) of the authorized amount, for additional engineering services as part of the Valley View Parkway Extension Project (No. 512001). **Approved**

Recommendations:

Council approval is recommended.

Background:

Approval of this item will authorize additional funds through Change Order #3 on the design contract (PO #21000460) with Wilson & Company for additional engineering services as part of the Valley View Parkway Extension Project (No. 512001). These additional design services include modifications to the original design in order to eliminate conflicts with existing infrastructure owned by Jackson County.

Staff have obtained a quote from Wilson & Company for these additional engineering services, totaling \$29,719, bringing the revised contract price to \$156,520:

Original Contract Total:	\$89,900
Change Order #1	\$36,901
Change Order #2	\$29,719
Revised Contract Total:	\$156,520

The Valley View Road Improvement Project (No. 512001) is funded by license surcharge as a result of the Trinity/Grace Development at Little Blue Parkway and Valley View Parkway in order to complete road widening and bridge improvements connecting to the Independence city limits with Blue Springs. Change Order #1 amended this project to include ADA improvements and pedestrian connections with Blue Springs infrastructure. Additional considerations include roadway survey, water main, and storm sewer design.

This is a budgeted capital project.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$172,172, including a ten percent (10%) contingency. Funding for the Valley View Parkway Extension Project (No. 512001) comes from license surcharge fees.

Additional appropriations will be added in Fiscal Year 2026-2027 in an upcoming supplemental budget appropriation ordinance, in account number 512001-C-LSC-0517051-5406.

Council Action:

Department / Contact	Municipal Services /
---------------------------------	----------------------

REVIEWERS

Mike Jackson
Melissa Cabrera
Nancy Cooper
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Scope of Service - Change Order #2 - Wilson & Co - Valley View Road - Project No. 512001
2. Project Location - Valley View Road - Project No. 512001

February 3, 2026

Mark Green, PE, PTOE
City Traffic Engineer
City of Independence, MO
20201 E. Jackson Drive
Independence, MO 64057

Re: Valley View Parkway Extension – Amendment #2

This documents the additional scope changes for the Valley View Parkway Extension. Original Agreement dated January 20, 2021, and amendment #1 dated February 22, 2023, Wilson & Company Project Number 20-600-083-00. The original agreement included a flood study, Final Plans, Project Manual, and Estimates for the full extent of the Project. Amendment #1 included survey, storm sewer, and additional roadway design efforts. As property acquisition proceeded, a reduction in project footprint was requested by the City. This includes shortening the RCB and roadway width over the RCB. This reduction of project footprint now requires redesign and reproduction of the final plans and specifications. These have been included in the scope below.

The Period of Service should be extended to 12/31/2026.

The Project Rate Schedule should be updated to the attached 2026 Hourly Rate Schedule.

Scope of Work:

1. Roadway Design Revisions

The following roadway design revision tasks have been identified as a result of reducing the footprint of the project and permanent structures on the Jackson County Properties.

1.1 Finalize Revised Horizontal Design – Wilson & Company provided the City an exhibit in which modifications to the original design were done to keep permanent structures out of Jackson County Property. The Consultant will utilize this exhibit in finalizing a revised horizontal design.

1.2 Finalize Revised Storm Sewer Design – Wilson & Company provided the City an exhibit in which modifications to the original design were done to keep permanent structures out of Jackson County Property. The Consultant will utilize this exhibit in finalizing a revised storm sewer design.

1.3 Revise Vertical Design – Wilson & Company provided the City an exhibit in which modifications to the original design were done to keep permanent structures out of Jackson County Property. The Consultant will utilize the revised horizontal design to make updates and changes to the vertical components of the roadway design.

2. Plan Sheets

The following plan sheet revisions will be needed due to the design revision.

- 2.1 Summary of Quantities**
- 2.2 Demolition Plan**
- 2.3 Horizontal Control Plan**

- 2.4 Typical Sections
- 2.5 Plan and Profile Sheets
- 2.6 Pavement Marking Plan
- 2.7 Culvert Plan and Profile sheet
- 2.8 Storm Sewer sheets
- 2.9 Inlet Detail sheet
- 2.10 Drainage map and storm sewer summary
- 2.11 Erosion and Sediment Control plan
- 2.12 Cross Sections
- 2.13 Right-of-Way Sheets
- 2.14 Watermain Sheets – under separate contract
- 2.15 QA/QC of Revised Construction Drawings

The following sheets are not affected by the redesign:

- Intersection Detail of Park Ridge Drive
- Traffic Control Plan
- Detail sheets

3. Bidding Documents

The revised Construction Drawings and change in overall design warrants updates to the Project Manual and Engineer's Cost Estimate. Below are tasks identified for this effort;

- 3.1 Update Engineer's Cost Estimate** – Includes updated summary of quantities and unit prices to 2026 costs.
- 3.2 Update Project Manual** – The Project Manual will be updated with any changed specifications, standards, bid form, and dates where appropriate.
- 3.3 QA / QC of Submittal** – the additional effort includes a quality control review of the Bidding Documents.

Please let me know if you have any questions.

Sincerely,



Cody Porter
Project Manager
816-868-1410



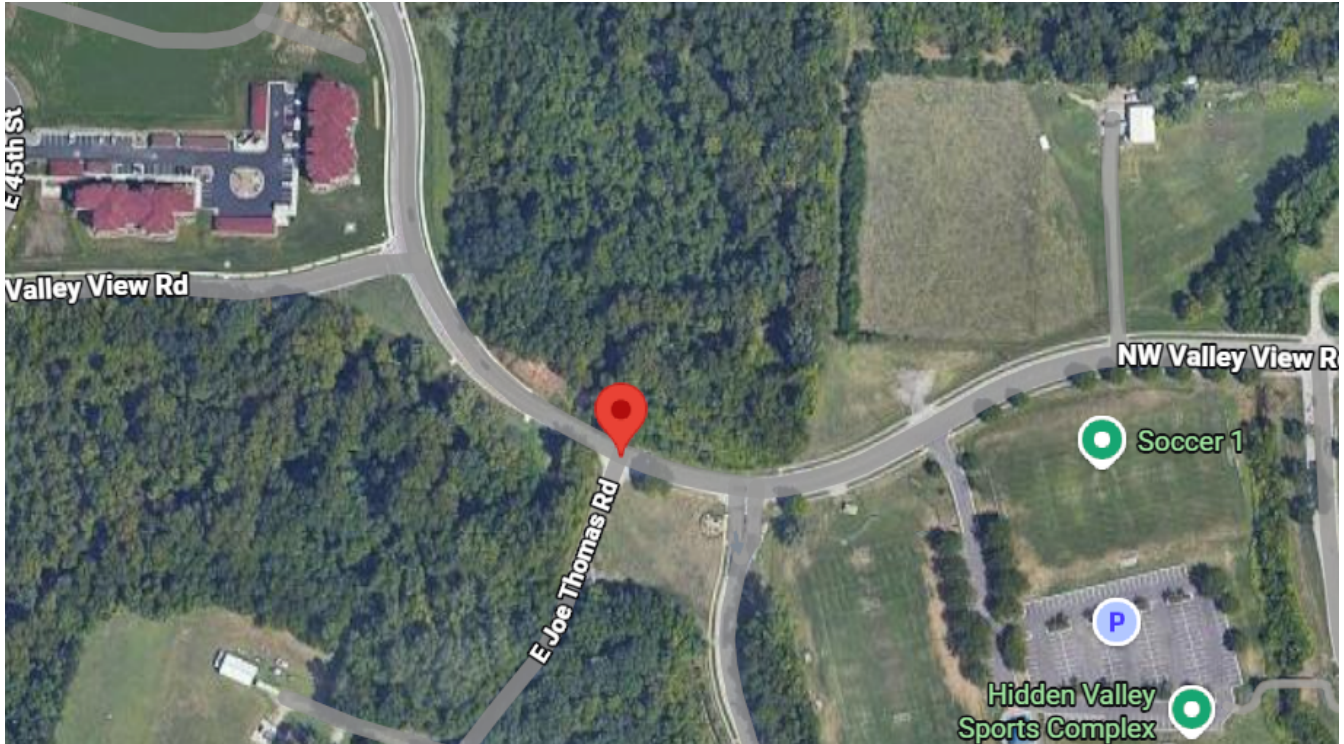
Proj.: Valley View Parkway Extension
 By: JARodriguez
 Date: January 30, 2026
 Client: City of Independence

EXHIBIT B
FEE ESTIMATE WORKSHEET

Fee Reviewed by:
CDPorter
Date:
02/03/26

TASK I.D.	WORK TASK DESCRIPTION	WCI CLASS	P6	P5	P4	P1	PD1	TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
		TITLE	Principal QA/QC Manager	Project Manager (Licensed)	Licensed Engineer	Project Engineer	CADD Designer				
TASK	TASK	LABOR COST	\$279.00	\$242.00	\$196.00	\$121.00	\$95.00				
Section 1 - Roadway Design Revisions											
1.1	Finalize Revised Horizontal Design			2	8	16		26.00	\$ 3,988.00	\$ -	\$ 3,988.00
1.2	Finalize Revised Storm Sewer Design			2	2	8		12.00	\$ 1,844.00	\$ -	\$ 1,844.00
1.3	Revise Vertical Design			1	2	16		19.00	\$ 2,570.00	\$ -	\$ 2,570.00
	Subtotal		0	5	12	40	0	57.00	\$ 8,402.00	\$ -	\$ 8,402.00
Section 2 - Plan Sheets											
2.1	Summary of Quantities			1	1	4	4	10.00	\$ 1,302.00	\$ -	\$ 1,302.00
2.2	Demolition Plan					1	1	2.00	\$ 216.00	\$ -	\$ 216.00
2.3	Horizontal Control Plan				1		2	3.00	\$ 386.00	\$ -	\$ 386.00
2.4	Typical Sections				1	2	4	7.00	\$ 818.00	\$ -	\$ 818.00
2.5	Plan and Profile Sheets				2	8	8	18.00	\$ 2,120.00	\$ -	\$ 2,120.00
2.6	PMS Plan				1		1	2.00	\$ 291.00	\$ -	\$ 291.00
2.7	Culvert plan and profile				1	8	2	11.00	\$ 1,354.00	\$ -	\$ 1,354.00
2.8	Storm sewer sheets				1	8	2	11.00	\$ 1,354.00	\$ -	\$ 1,354.00
2.9	Inlet Detail sheet				1		1	2.00	\$ 291.00	\$ -	\$ 291.00
3.10	Drainage map and storm sewer summary				1	2		3.00	\$ 438.00	\$ -	\$ 438.00
3.11	Erosion and Sediment control plan				1		2	3.00	\$ 386.00	\$ -	\$ 386.00
3.12	cross sections				2	4	8	14.00	\$ 1,636.00	\$ -	\$ 1,636.00
3.13	right-of-way-sheets				1		4	5.00	\$ 576.00	\$ -	\$ 576.00
3.14	watermain - under separate contract								\$ -	\$ -	\$ -
2.3.1	QA/QC of Revised Construction Drawings		2	4	8	16	16	46.00	\$ 6,550.00	\$ -	\$ 6,550.00
	Subtotal		2	5	22	53	55	137.00	\$ 17,718.00	\$ -	\$ 17,718.00
Section 3 - Bidding Documents											
4.1	Update Engineer's Cost Estimate			1	4			5.00	\$ 1,026.00	\$ -	\$ 1,026.00
4.2	Update Project Manual			1	4			5.00	\$ 1,026.00	\$ -	\$ 1,026.00
4.3	QA/QC of Bidding Documents		1	2	4			7.00	\$ 1,547.00	\$ -	\$ 1,547.00
	Subtotal		1	4	12	0	0	17.00	\$ 3,599.00	\$ -	\$ 3,599.00
TOTALS											
			3	14	46	93	55	211.00	\$ 29,719.00	\$ -	\$ 29,719.00

Project Location:
Valley View Parkway
Project No. 512001



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application to rezone the properties at 315, 317 and 319 S. Osage Street from I-1, Industrial, and C-2, General Commercial, to R-30/PUD, (High Density Residential/Planned Unit Development) and approving a Preliminary Development Plan. ***New Information Only.***

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

Department / Contact	Community Development /
---------------------------------	-------------------------

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 1-13-26 Public Notice Proof

Notice of Public Hearing

Published in the Examiner, Dec
27, 2025

#####

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, January 13, 2026, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri, and before the **City Council** at 6:00 p.m., Monday, March 2, 2026 at a location that will be advertised at least 15 days prior to the meeting, on the following matter(s):

Case 26-125-01 – Rezoning/ PUD – 315, 317 and 319 S. Osage Street - A request by Adam Sheffield to rezone property from I-1 (Industrial) and C-2 (General Commercial) to R-30/ PUD (High Density Residential/ Planned Unit Development) and approving a preliminary development plan.

The following case will have a public hearing before City Council at 6:00 p.m., Monday, February 16, 2026, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri:

Case 26-100-01 – Rezoning – 724 and 726 N. Noland Road - A request by Matt Brown to rezone property from C-2 (General Commercial) to R-12 (Two-Family Residential).

The Planning Commission will conduct full public hearing on this application. The City Council will only hear new information that was not presented at the Planning Commission's public hearing if such facts were not reasonably available at the time of the Planning Commission hearing. Any new information proposed to be presented to the City Council must be submitted in writing to the Community Development Department and Law Department at least seven (7) days prior to the City Council meeting.

Witness my hand this 23rd day of December, 2025.

Tom Scannell, Community Development Director
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-018 **2R** An ordinance approving a Rezoning from District I-1 (Industrial) and District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and approving a Preliminary Development Plan for the property located at 315, 317 and 319 S. Osage Street. **2R Item passes 7-0 Ord. No. 19790**

Recommendations:

Commissioner Nesbitt made a motion to recommend **APPROVAL** of this rezoning request, for property located at 315, 317 and 319 S. Osage Street, with the following conditions included with the Preliminary Development Plan:

1. This preliminary development plan shall include the uses listed in the R-30/PUD zoning district and the already existing uses on this property specifically, office, sign shop, workshop, vocational instruction, auto garage and associated parking lot.
2. The minor subdivision shall be recorded prior to the issuance of any building permit.
3. The cross-hatched area for wheel-chair-access to the van-accessible parking space must be 9 feet wide. The parking lot must be restriped and resigned with proper labeling and signage for fines.

A second to the motion was made by Commissioner Torres. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Yes

Commissioner O'Neill – Yes

Commissioner Torres – Yes

Commissioner Young – Yes

Commissioner Wiley – Yes

The motion passed 7-0 and such this application is forwarded to the City Council for its consideration.

Background:

A request by Adam Sheffield to rezone the property from C-2 (General Commercial) and I-1 (Industrial) to R-30/PUD (High Density Residential/Planned Unit Development) and to approve a Preliminary Development Plan

Current Zonings:	C-2 (General Commercial) and I-1 (Industrial)	Proposed Zoning:	R-30/PUD (High Density Residential/Planned Unit Development)
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Current and Continued Use: duplex, triplex, parking lot, church, sign shop, apartments and workshop/auto garage

Zoning History 1965 – 1980: M-1 (Light Industrial)...315 & 317 S. Osage Street

M-2 (Heavy Industrial)...319 S. Osage Street

1980 - 2001: M-1 (industrial)...315, 317 & 319 S. Osage Street

2001 – 2009: M-1 (Industrial)...315, part 317 & 319 S. Osage Street

C-2 (General Commercial)...part 317 S. Osage Street

2009 - Present: I-1 (Industrial)...315, part 317 & 319 S. Osage Street

C-2 (General Commercial)...part 317 S. Osage Street

Property History:

Adam Sheffield purchased the properties located at 315, 317 and 319 approximately twenty years ago. Prior to this, 317 in particular, was used by an electrical supplier and a laundry mat. Further, the residences were already in use.

Mr. Sheffield purchased the site to advance his concept of “property therapy” (mentoring people how to take care of things spiritually, do crafts and learn vocations and life skills). This ministry partnered with the Spirit Life Church. The ministry, in addition to teaching life skills, would host social events and encourage church fellowship. It also involved teaching music and preparing pre-recorded radio programs. In short, its mission was to advance public awareness and engage in advocacy for “property therapy.”

Proposal:

Adam Sheffield requests a change in zoning, to permit replatting, to eliminate setback requirements that prevent him from building a roof for a patio serving the existing structure at 317 and part of 315 S. Osage Street. The lot containing this proposed roof (at 315 S. Osage Street) is zoned I-1 (Industrial). The building it connects to is L-shaped and sits on both lots. The property at 317 S. Osage Street is zoned I-1 (Industrial) and C-2 (General Commercial).

Replatting 315, 317 and 319 into one property would result in two zonings on one lot, something not permitted by the Unified Development District (UDO). Rezoning to R-30/PUD (High Density Residential/Planned Unit Development) would firstly, create one zoning for the entire lot and secondly, make the residential uses on the lot (and the limited nonresidential uses) conforming.

Physical Characteristics of Property:

The properties are an eclectic mix of structures and surfaces. The northern two lots both contain pre-World War II residential structures. A driveway passes on the north side of the northern house opening up to a broad parking surface in the rear and containing a garage. The lot to the south, contains a house that at some point had a two-story commercial and residential addition added to the rear. At the southernmost of the three lots, 319 S. Osage Street, is a paved parking lot.

Characteristics of the Area:

The area is a mix of residential, commercial and industrial uses. Across the street are three pre-World War II residential structures. The northern one is a duplex and the other three are single-family homes. One residence lies to the north, but otherwise office uses lie beyond. A

single-family home lies immediately south of the parking lot. To the east lies a nonconforming storage/parking lot, also owned by the applicant, and a commercial building.

ANALYSIS:

Consistency with *Independence for All*, Strategic Plan:

An objective of the Independence for All Strategic Plan is to 'improve housing affordability.' Although this application does not result in the construction of new housing units, it does request to preserve the units currently on the tracts.

Comprehensive Plan Tools and Policies for the Current Designation:

This site, along with all the properties in the vicinity, is designated for 'Mixed Use' by the City's Comprehensive Plan. The related, 'Tool and Policy,' would be to, "Encourage locating housing near existing and developing centers of economic activity."

Sub-Area Plans:

The property is located in the 'Downtown Redevelopment Area,' plan area, but not in the 'Reshaping the Square,' plan area.

Zoning:

As noted previously, this site has had industrial zoning since at least 1965 and commercial zoning since 2001. Permitted C-2 (General Commercial) uses include retail, office, restaurants, banks, business and personal improvement services, hotels, construction services, daycare centers, nursing homes, government facilities, churches, employment agencies, funeral and interment services, schools, colleges and universities, veterinary and animal boarding services, sports and entertainment facilities, medical services, repair services and crop agriculture. Permitted I-1 (Industrial) uses include utilities and services, construction services, offices, gasoline/fuel sales, heavy equipment sales/service, manufacturing, warehousing, warehousing, and recycling services. The proposed R-30/PUD (High Density Residential/Planned Unit Development) zoning classification would allow for two-family and multiple-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions).

Parking and Driving Surface:

The existing legal nonconforming, driving and parking surfaces are not being expanded or changed. There is a driveway that passes on the north side of the northern house opening up to a broad parking surface at the rear of the property that also contains a garage.

The parking lot on the south lot contains 16 parking spaces. The cross-hatched area for the wheelchair access to the van-accessible parking space should be 9 feet wide. The parking lot will need to be re-striped and re-signed with proper labeling and fine.

Proposed Patio Cover:

The existing elevations and building footprints are not being expanded or changed. The applicant is proposing to cover a patio abutting the property line between 317 and 319 S. Osage Street. It will be sited in the crux of the L-shaped commercial building that is located on both Lots at 317 and 319 S. Osage Street.

Historic and Archeological Sites:

There are no apparent historical or archeological issues with this property.

Public Utilities:

Water, sanitary sewer, and electrical services are connected to structures on this property.

Floodplain/Stream Buffer:

This property is not in a federally identified flood zone or city designated Stream Buffer zone.

Landscaping/Screening:

With no new construction, except for the proposed roof for the patio, no new landscaping or buffering will be required.

CIP Investments:

The city does not have any additional capital improvement projects planned near this area.

Recommendations and decisions for the proposed planned unit development rezoning and its accompanying preliminary development plan must be based on consideration of the criteria listed in Section 14-703-05-H:

1. The consistency with the Comprehensive Plan.

The City's Comprehensive Plan envisions, "Mixed Uses," uses in this area.

2. The consistency with the PUD standards of Section 14-902, including the statement of purpose.

This type of application is not expressly addressed in this section as it is not a new development.

3. The nature and extent of Common Open Space in the PUD.

What little open space area indicated by this application is not "common space," but just front lawn area.

4. The reliability of the proposals for maintenance and conservation of Common Open Space.

There is no real "common space" provided with this application; the applicant owns the entire property.

5. The adequacy or inadequacy of the amount and function of Common Open Space in terms of the densities and dwelling types proposed in the plan.

There is no real "common space" space provided with this application.

6. The extent to which the proposed use will adversely affect the capacity of safety portions of the street network or present parking problems in the vicinity of the property. Whether adequate provision for public services, provides adequate control

over vehicular traffic, and furthers the amenities of light and air, recreation, and visual enjoyment.

The existing structures create no adverse effect to traffic or the street network in the vicinity of the project. No changes to the existing site layout is proposed. This rezoning is a mechanism to resolve the nonconforming issue but isn't planning for land development.

7. The extent to which the proposed use will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area.

Since this property has existed for many years, if rezoned, it is not expected that adverse impacts would occur to neighboring properties.

8. Whether potential adverse impacts have been mitigated to the maximum practical extent.

The intent of the nonconforming section of the UDO is to place reasonable limits on nonconformities that have the potential to adversely affect surrounding properties and to promote maintenance, reuse and rehabilitation of existing buildings.

9. Whether the Preliminary Development Plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional zoning regulations.

The existing situation requires rezoning because I-1 and C-2 zonings are for industrial and commercial uses only and R-30/PUD zoning permits multiple unit residential uses as well as a limited number of non-residential uses. This rezoning is a mechanism to resolve the nonconforming issue.

10. The sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.

This property would continue to be under the same ownership.

Draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 26-125-01
2. Staff Report 26-125-01
3. Narrative
4. Application_Redacted
5. Notification Letter
6. Notification Area Map
7. Notification Addresses
8. Affidavit
9. Zoning PUD
10. Drawing 1
11. Drawing 2
12. Comp Plan Map
13. Zoning Map
14. Planning Commission Meeting Minutes 01-13-26
15. Ord. No. 19790

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT I-1 (INDUSTRIAL) AND DISTRICT C-2 (GENERAL COMMERCIAL) TO DISTRICT R-30/PUD (HIGH DENSITY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) AND APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 315, 317 AND 319 S. OSAGE STREET.

WHEREAS, the application submitted by Adam Sheffield, requesting approval of a rezoning from District I-1 (Industrial) and District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and a preliminary development plan for property located at 315, 317 and 319 S. Osage Street was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning and preliminary development plan following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held public hearings for the consideration of the request on January 13, 2026, and rendered a report to the City Council with its vote to recommend approval of this application passed by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning and preliminary development plan was consistent with the review criteria in Sections 14-701-02 and 14-703-05 respectively; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the rezoning PUD and preliminary development plan of the said property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the following legally described tracts of real estate are hereby rezoned from District I-1 (Industrial) and District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and shall be subject to the regulations of said district:

INDEPENDENCE OLD TOWN N 45' OF S 82.5' OF W 1/2 LOT 128; INDEPENDENCE OLD TOWN PT LOT 128 DAF: BEG PT 210' S OF NW COR TH S 40' TH E 165' TH N 40' TH W TO POB; INDEPENDENCE OLD TOWN N 42.5' OF S 1/2 OF W 1/2 LOT 128

SECTION 2. That the Preliminary Development Plan is attached hereto and is incorporated by reference as if fully set out herein, is hereby approved with the following conditions:

1. This preliminary development plan shall include the uses listed in the R-30/PUD zoning district and the already existing uses on this property specifically, office, sign shop, workshop, vocational instruction, auto garage and associated parking lot.
2. The minor subdivision shall be recorded prior to the issuance of any building permit.
3. The cross-hatched area for wheel-chair-access to the van-accessible parking space must be 9 feet wide. The parking lot must be restriped and resigned with proper labeling and signage for fines.

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially, and inseparably connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that are not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before the City Council.

SECTION 5. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Interim City Manager

MEETING DATE: January 13, 2026

STAFF: Brian L. Harker, Planner

PROJECT NAME: Adam Sheffield Rezoning

CASE NUMBER/REQUEST: Case 26-125-01 – Rezoning/PUD – 315, 317 and 319 S. Osage Street - A request to rezone property from I-1 (Industrial) and C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan.

APPLICANT/OWNER: Adam Sheffield

PROPERTY ADDRESS: 315, 317 and 319 S. Osage Street

IIISURROUNDING ZONING/LAND USE:

- North:** C-2 (General Commercial)...single-family home
South: I-1 (Industrial)...single-family home
East: I-1 (Industrial)...nonconforming parking and storage lot
West: R-12 (Two-Family Residential)...duplex and single-family home

PUBLIC NOTICE:

- Letters to adjoining property owners – December 27, 2025
- Public Notice published in the Independence Examiner – December 27, 2025
- Signs posted on property – December 26, 2025

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on February 16, 2026 and the public hearing/second reading on March 2, 2026.

RECOMMENDATION

Staff recommends **APPROVAL** of this Rezoning/Preliminary Development Plan request.

1. This preliminary development plan shall include the uses listed in the R-30/PUD zoning district and the already existing uses on this property specifically, office, sign shop, workshop, vocational instruction, auto garage and associated parking lot.
2. The minor subdivision shall be recorded prior to the issuance of any building permit.
3. The cross-hatched area for wheel-chair-access to the van-accessible parking space must be 9 feet wide. The parking lot must be restriped and resigned with proper labeling and signage for fines.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT REQUEST: – A request by Adam Sheffield to rezone the property from C-2 (General Commercial) and I-1 (Industrial) to R-30/PUD (High Density Residential/Planned Unit Development) and to approve a Preliminary Development Plan.

Characteristics of the Area:

The area is a mix of residential, commercial and industrial uses. Across the street lie three pre-World War II residential structures. The Northern use is a duplex and the other three are single-family homes. One residence lies to the north, but otherwise office uses lie beyond. A single-family home lies immediately south of the parking lot. To the east lies a nonconforming storage/parking lot, also owned by the applicant, and a commercial building.

ANALYSIS**Consistency with *Independence for All*, Strategic Plan:**

One objective of the Independence for All Strategic Plan is to ‘improve housing affordability.’ Although this application does not result in the construction of new housing units, it does request to preserve the units currently on the tracts.

Comprehensive Plan Tools and Policies for the Current Designation:

This site, along with all the properties in the vicinity, is designated for ‘Mixed Use’ by the City’s Comprehensive Plan. The related, ‘Tool and Policy,’ would be to, “Encourage locating housing near existing and developing centers of economic activity”.

Sub-Area Plans:

The property is located in the, ‘Downtown Redevelopment Area,’ plan area; but not in the ‘Reshaping the Square Plan,’ area.

Zoning:

As noted previously, this site has had industrial zoning since at least 1965 and commercial zoning since 2001. Permitted C-2 (General Commercial) uses include retail, office, restaurants, banks, business and personal improvement services, hotels, construction services, daycare centers, nursing homes, government facilities, churches, employment agencies, funeral and interment services, schools, colleges and universities, veterinary and animal boarding services, sports and entertainment facilities, medical services, repair services and crop agriculture. Permitted I-1 (Industrial) uses include utilities and services, construction services, offices, gasoline/fuel sales, heavy equipment sales/service, manufacturing, warehousing, warehousing, and recycling services. The proposed R-30/PUD (High Density Residential/Planned Unit Development) zoning classification would allow for two-family and multiple-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions).

Parking and Driving Surface:

The existing legal nonconforming, driving and parking surfaces are not being expanded or changed. There is a driveway that passes on the north side of the northern house opening up to a broad parking surface at the rear of the property that also contains a garage.

The parking lot on the south lot contains 16 parking spaces. The cross-hatched area for the wheel-chair-access to the van-accessible parking space should be 9 feet wide. The parking lot will need to be restriped and resigned with proper labeling and signage for fines.

Proposed Patio Cover:

The existing elevations and building footprints are not being expanded or changed. The applicant is proposing to cover a patio abutting the property line between 317 and 319 S. Osage Street. It will be sited in the crux of the L-shaped commercial building that sits on both lots located at 317 and 319 S. Osage Street.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

Water, sanitary sewer, and electrical services are connected to structures on this property.

Floodplain/Stream Buffer:

This property is not in a federally identified flood zone or city designated Stream Buffer zone.

Landscaping/Screening:

With no new construction, except for the proposed roof for the patio, no new landscaping or buffering will be required.

CIP Investments:

The city does not have any additional capital improvements projects planned near this area.

REVIEW CRITERIA

Recommendations and decisions for proposed planned unit development rezoning and its accompanying preliminary development plan must be based on consideration of the criteria listed in Section 14-703-05-H:

1. **The consistency with the Comprehensive Plan.**
The City's Comprehensive Plan envisions, "Mixed Uses," uses in this area.
2. **The consistency with the PUD standards of Section 14-902, including the statement of purpose.**
This type of application is not expressly addressed in this section as it is not a new development.
3. **The nature and extent of Common Open Space in the PUD.**
What little open space area indicated by this application is not, "common space," but just front lawn area.
4. **The reliability of the proposals for maintenance and conservation of Common Open Space.**
There is no real, "common space," provided with this application, the applicant owns the entire property.
5. **The adequacy or inadequacy of the amount and function of Common Open Space in terms of the densities and dwelling types proposed in the plan.**
There is no real, "common space," space provided with this application.
6. **The extent to which the proposed use will adversely affect the capacity of safety portions of the street network or present parking problems in the vicinity of the property. Whether adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation, and visual enjoyment.**
The existing structures create no adverse effect to traffic or the street network in the vicinity of the project. No changes to the existing site layout is proposed. This rezoning is a mechanism to resolve the nonconforming issue but isn't planning for land development.

7. **The extent to which the proposed use will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area.**
Since this property has existed for many years, if rezoned, it is not expected that adverse impacts would occur to neighboring properties.
8. **Whether potential adverse impacts have been mitigated to the maximum practical extent.**
The intent of the nonconforming section of the UDO is to place reasonable limits on nonconformities that have the potential to adversely affect surrounding properties and to promote maintenance, reuse and rehabilitation of existing buildings.
9. **Whether the Preliminary Development Plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional zoning regulations.**
The existing situation requires rezoning because I-1 and C-2 zonings are for industrial and commercial uses only and R-30/PUD zoning permits multiple unit residential uses as well as a limited number of non-residential uses. This rezoning is a mechanism to resolve the nonconforming issue.
10. **The sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.**
This property would continue to be under the same ownership.

EXHIBITS

1. Narrative
2. Application
3. Notification letter
4. Notification map
5. Mailing list
6. Mailing affidavit
7. Zoning/PUD Site Plan
8. Drawing 1
9. Drawing 2
10. Comprehensive Plan map
11. Zoning map

Why we need to change the zoning:

- Plans were approved to put a roof over portions of the existing patio except for zoning
- The lot containing this proposed roof is zoned I-1. The building it connects to is L-shaped and covers 2 lots with different zoning, I-1 & C-2.
- Connecting the new structure to the I-1 portion of the building to the east which is connected to the C-2 portion to the south, is legal non-conforming and therefore not problematic, but the UDO will not allow the addition to also connect to the C-2 portion of the existing building to the south with the existing zoning.
- Rick Arroyo suggested we create an R-30 PUD for the 2 lots, 315 & 317. Everything physical will remain unchanged including existing buildings, setbacks, utilities.
- The BOA can handle any other issues, except zoning.



Planning and Zoning Application Form

Community Development
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421
cdplanning@indepmo.org

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☐ Rezoning ☒ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business ☐ Short-Term Rental	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Project Name: Covered Patio
Project Address/Location: 315 S. Osage, Independence, MO 64050

Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Stream Buffer (Yes or No)
<u>T-1 & C-2</u>	<u>R-30 PUD</u>		
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

☐ Completed & Signed Application Form	☐ One 24" x 36" set of plans for Land Sub. & Site Dev.
☐ Application Fee	☐ One PDF copy of a plat map or site plan
☐ Cover Letter Describing Details of Project	☐ Legal Description of the property in question

Contact Information

Applicant	Owner
<u>Adam Sheffield</u>	<u>Adam Sheffield</u>
Name	Name
Company	Company

Architect/Engineer/Surveyor/Other:	Architect/Engineer/Surveyor/Other:
<u>Roy Brown, Architect & Associates</u>	
Name	Name
Company	Company
Address	
Phone	
Email	

The applicant hereby agrees that the information provided above is accurate.

<u>Adam Sheffield</u>	<u>11/26/25</u>		
Applicant's Signature	Date	Owner's Signature	Date

Property Owner Notification Letter

City of Independence, Missouri

Date: 12/26/25

Case No. 26-125-01

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

- ☐ Rezoning ☒ Rezoning/PUD ☐ Special Use Permit
☐ Preliminary Development Plan

Proposed project description: Rezone PUD from I-1

and C-2 to R-30/PUD

Applicant: Adam Sheffield

Location of Property: 315, 317, 319 S. Osage, Independence, MO.

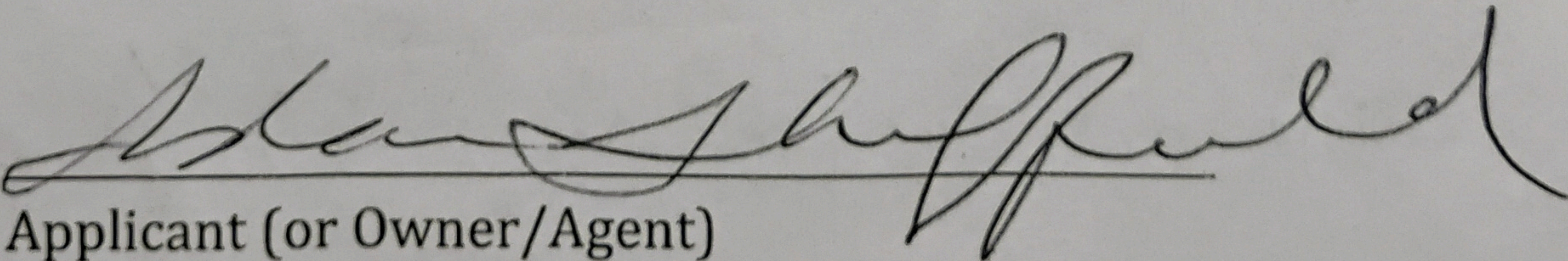
Planning Commission Meeting Date: January 13, 2026, at 6:00 p.m.

City Council Meeting Date: March 2, 2026, at 6:00 p.m.

Location of public hearings: City Council Chambers, City Hall
111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

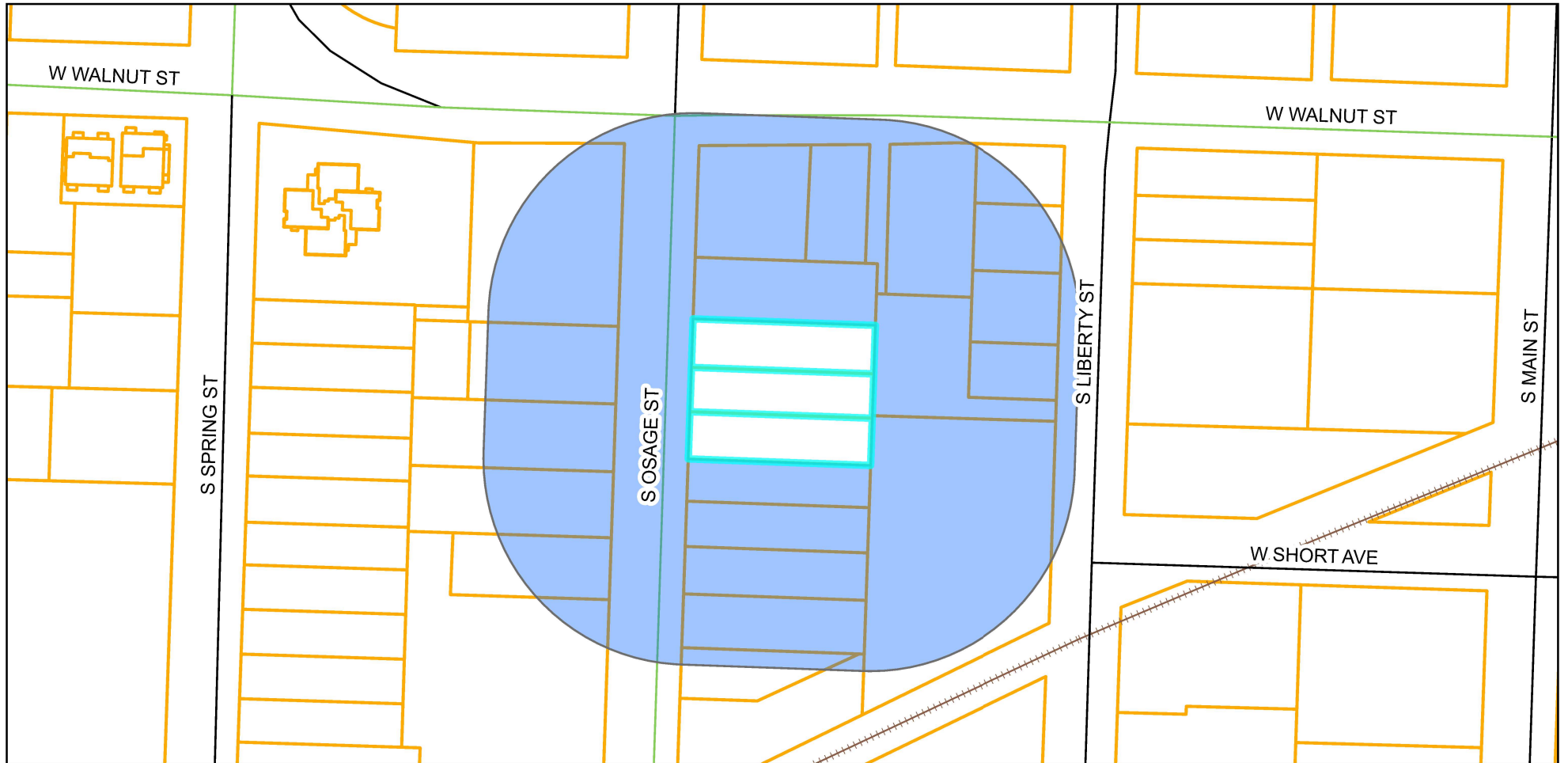

Applicant (or Owner/Agent)

For more information, contact the Community Development Department at 816-325-7421.

Notification Area Map

315 S Osage St

Case #26-125-01



Legend

-  Notification Area
-  Parcels

0 125 250 500 US Feet

Prepared For: Planning Commission
Meeting Date: January 13, 2026



Property Address	Property Owner	Owner Address	City	State	ZIP Code
233 W WALNUT ST	PHILLIPS MCELIGOTT EWAN & HALL	233 W WALNUT ST	INDEPENDENCE	MO	64050
300 S LIBERTY ST	EJC OFFICE BLDG LC	300 S LIBERTY ST	INDEPENDENCE	MO	64050
303 W WALNUT ST	JACKSON COUNTY MISSOURI	415 E 12 TH ST	KANSAS CITY	MO	64106
304 S LIBERTY ST APT 1	SB EQUITY MANAGEMENT LLC	304 S LIBERTY ST APT 1	INDEPENDENCE	MO	64050
308 S LIBERTY ST	ABEL ADRIENNE	2641 ELM ST	DENVER	CO	80207
311 S OSAGE ST	A1 ZION REALTY LLC	PO BOX 317	INDEPENDENCE	MO	64051
311 W KANSAS AVE	THREE TRAILS LAW BUILDING	233 W WALNUT ST	INDEPENDENCE	MO	64050
312 S LIBERTY ST	VILLATORO ANDREA	1300 WINDSOR ST	INDEPENDENCE	MO	64055
315 S OSAGE ST	SHEFFIELD ADAM	519 S OSAGE ST	INDEPENDENCE	MO	64050
316 S OSAGE ST	GHS INVESTMENT GROUP M3 SERIES LLC	288 E LIVE OAK AVE STE A	#123 ARCADIA	CA	91006
318 S LIBERTY ST	SKYCO LLC	PO BOX 317	INDEPENDENCE	MO	64051
318 S OSAGE ST	DAVIDSON JASON BRIAN	318 S OSAGE ST	INDEPENDENCE	MO	64050
319 S OSAGE ST	SHEFFIELD ADAM	519 S OSAGE ST	S OSAGE INDEPENDENCE	MO	64050
324 S OSAGE ST	YOUNG JAMES C & PATRICIA A	15700 E 2ND ST S	INDEPENDENCE	MO	64050
325 S OSAGE ST	SHEFFIELD ADAM	519 S OSAGE ST	S OSAGE INDEPENDENCE	MO	64050
404 S OSAGE ST	TAPIA HILARY	404 S OSAGE ST	INDEPENDENCE	MO	64050
405 S OSAGE ST	BURNWORTH ANTHONY D & MICHELE L - TRS	1873 SW 1225TH RD	GARDEN CITY	MO	64747
420 S OSAGE ST	TURKEY CREEK PROPERTIES LLC	300 N BRENT ST	SUGAR CREEK	MO	64054

Property Owner Notification Affidavit

STATE OF MISSOURI

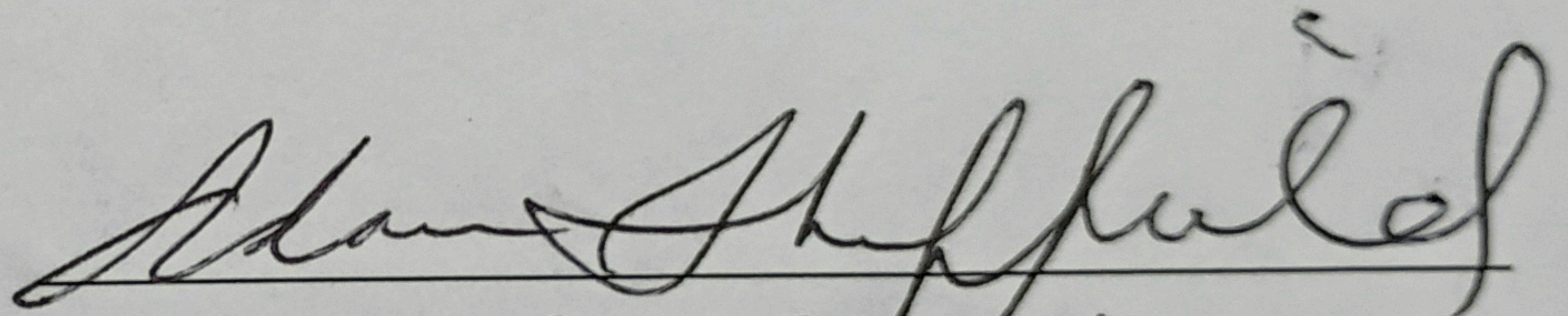
COUNTY OF JACKSON

Case No. 26-125-01

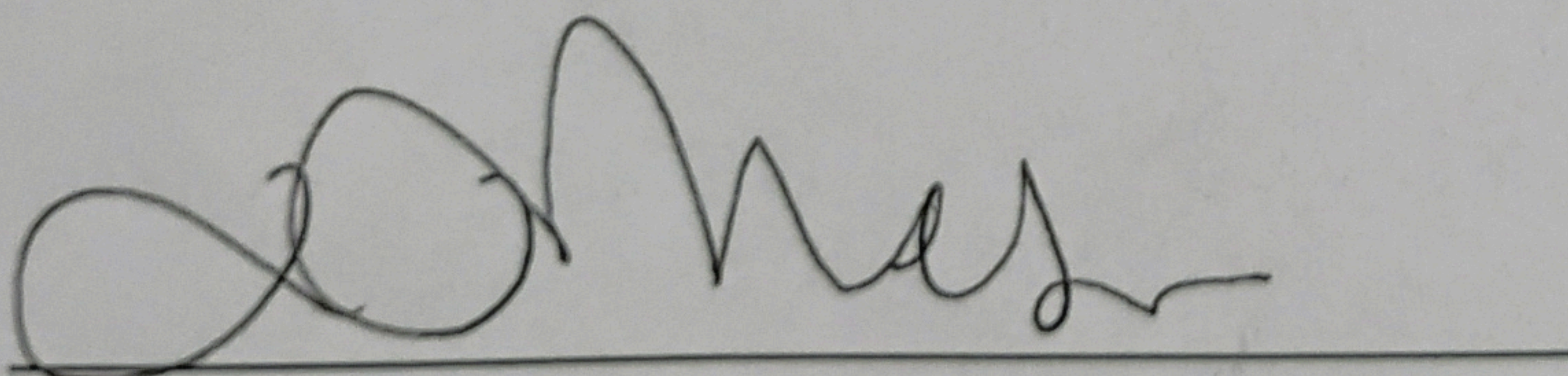
I, Adam Sheffield, of lawful age being first duly sworn upon oath, state:

That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

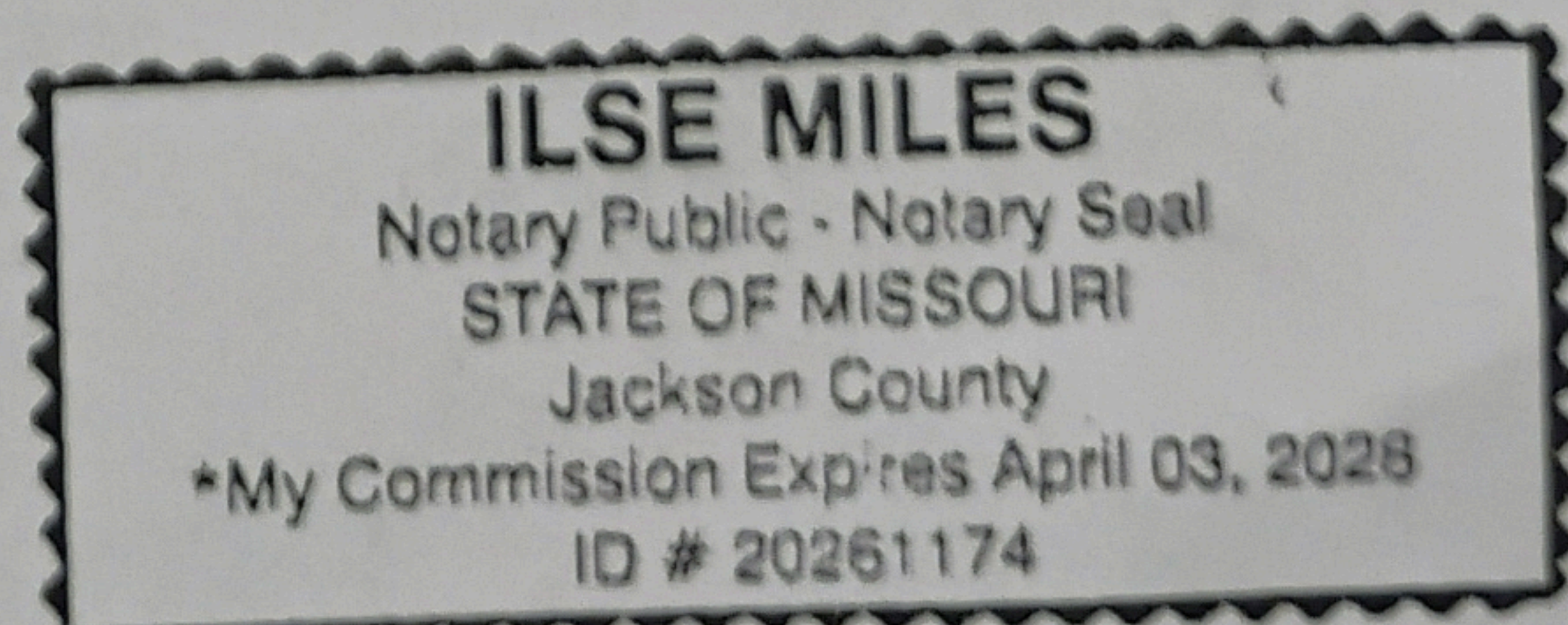
These notices were mailed on the 27 day of December, 2025.


Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 27 day of December, 2025.

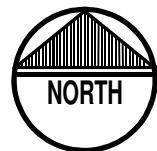
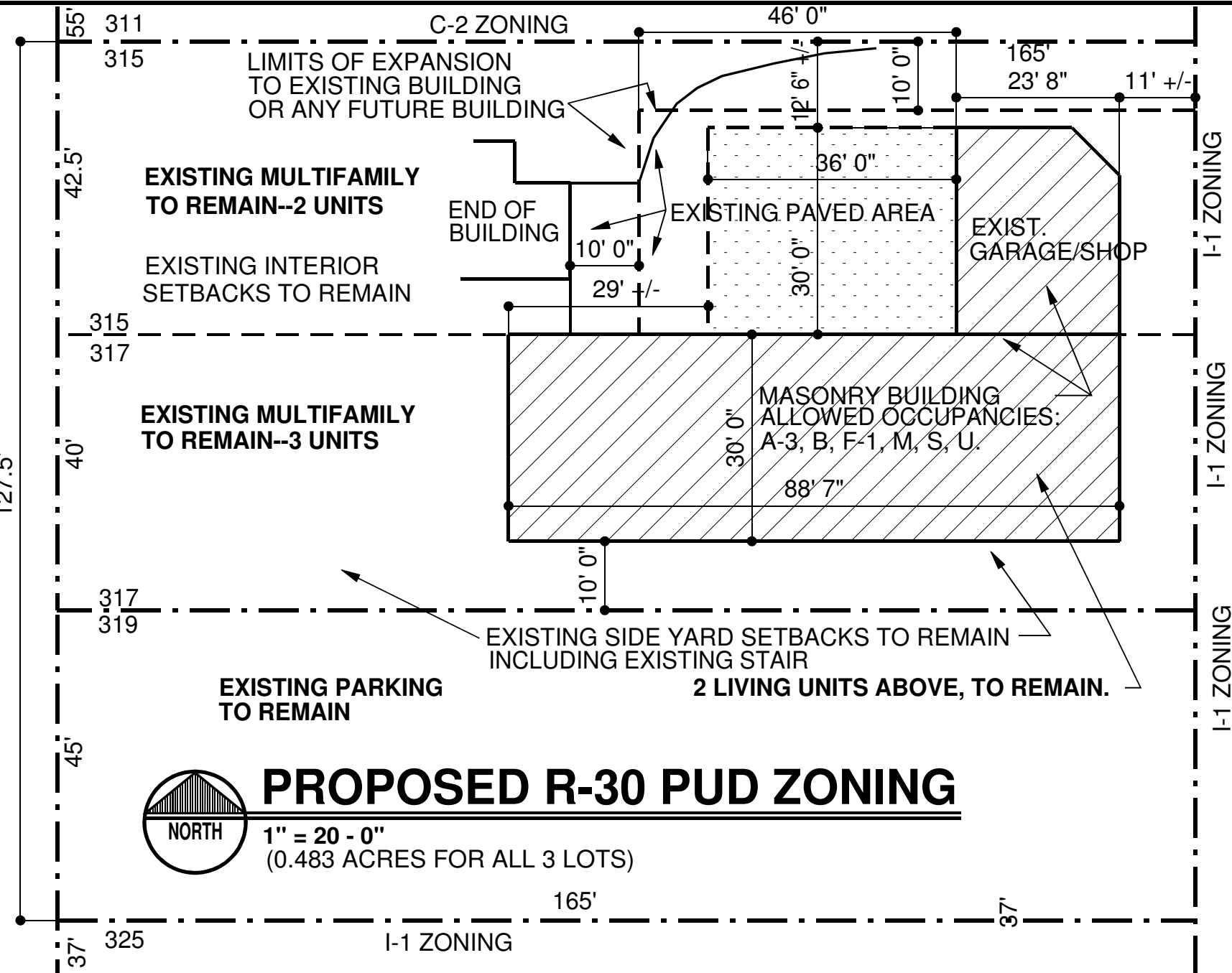

Notary Public

April, 03 2028
Commission Expiration Date



S. OSAGE

127.5'

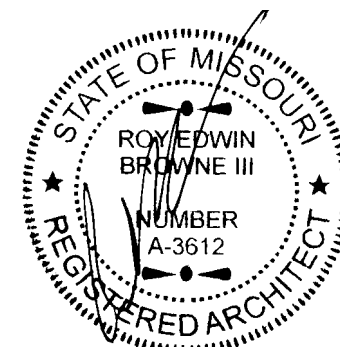


PROPOSED R-30 PUD ZONING

1" = 20'-0"
(0.483 ACRES FOR ALL 3 LOTS)

Why we need to change the zoning:

1. Plans were approved to put a roof over portions of the existing patio except for zoning.
2. The lot containing this proposed roof is zoned I-1. The building it connects to is L-shaped and covers 2 lots with different zoning, I-1 & C-2.
3. Connecting the new structure to the I-1 portion of the building to the east, which is connected to the C-2 portion to the south, is legal non-conforming and therefore not problematic, but the UDO will not allow the addition to also connect to the C-2 portion of the existing building to the south with the existing zoning.
4. Connecting to the C-2 portion creates setback problems which could be handled by the BOA, but the BOA is not able to modify zoning.
5. Rick Arroyo suggested we create an R-30 PUD for the 2 lots, 315 & 317. Then Staff wanted to add 319. Everything physical will remain unchanged, including the existing buildings, drives & parking, setbacks, utilities, etc.



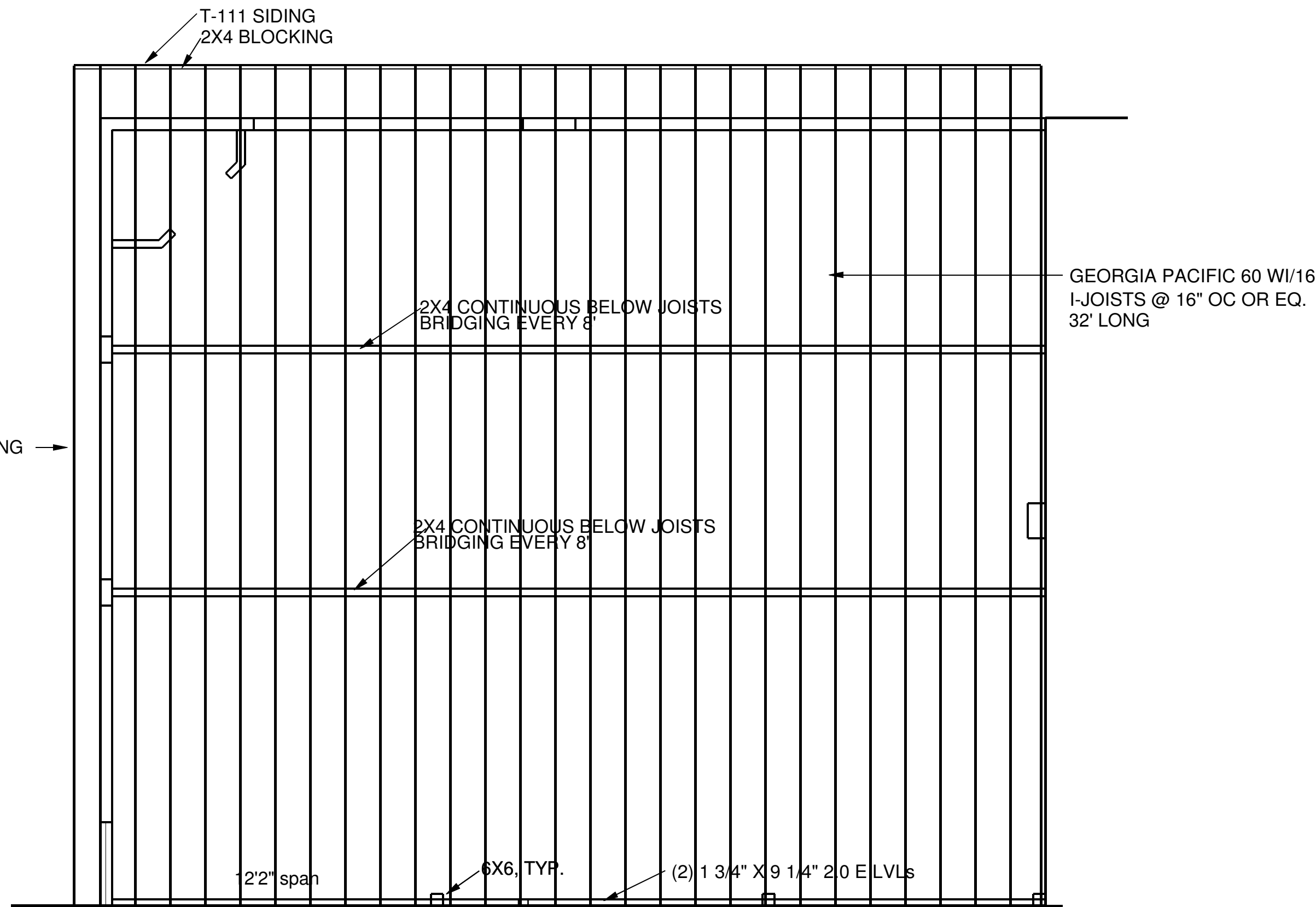
2

PRINT LEDGER SIZE (11X17)

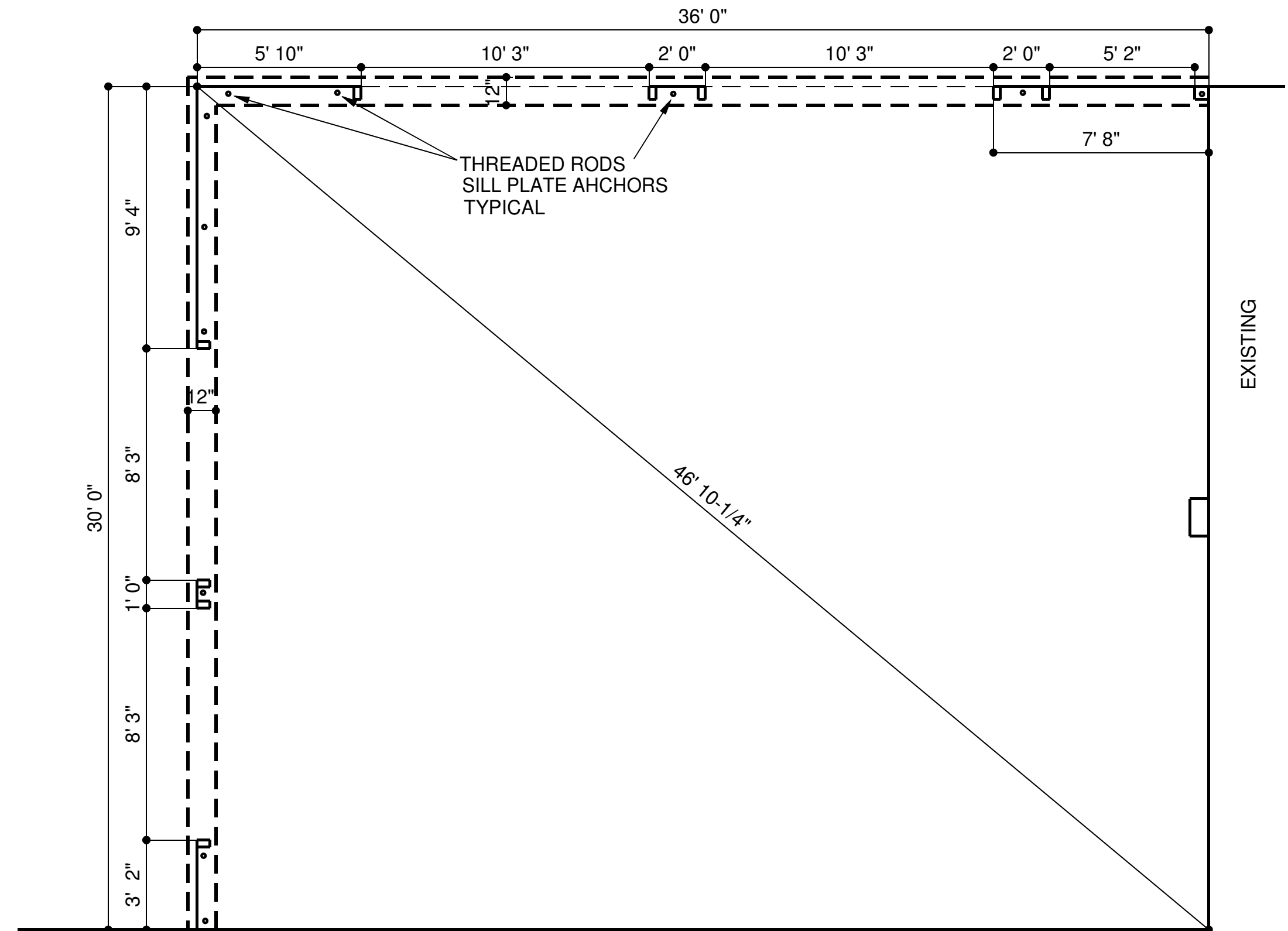
A PROPOSED ZONING CHANGE FOR:
AMERICAN HERITAGE CTR.
315-319 S OSAGE
INDEPENDENCE, MO

11/24/25
12/5/25
12/15/25

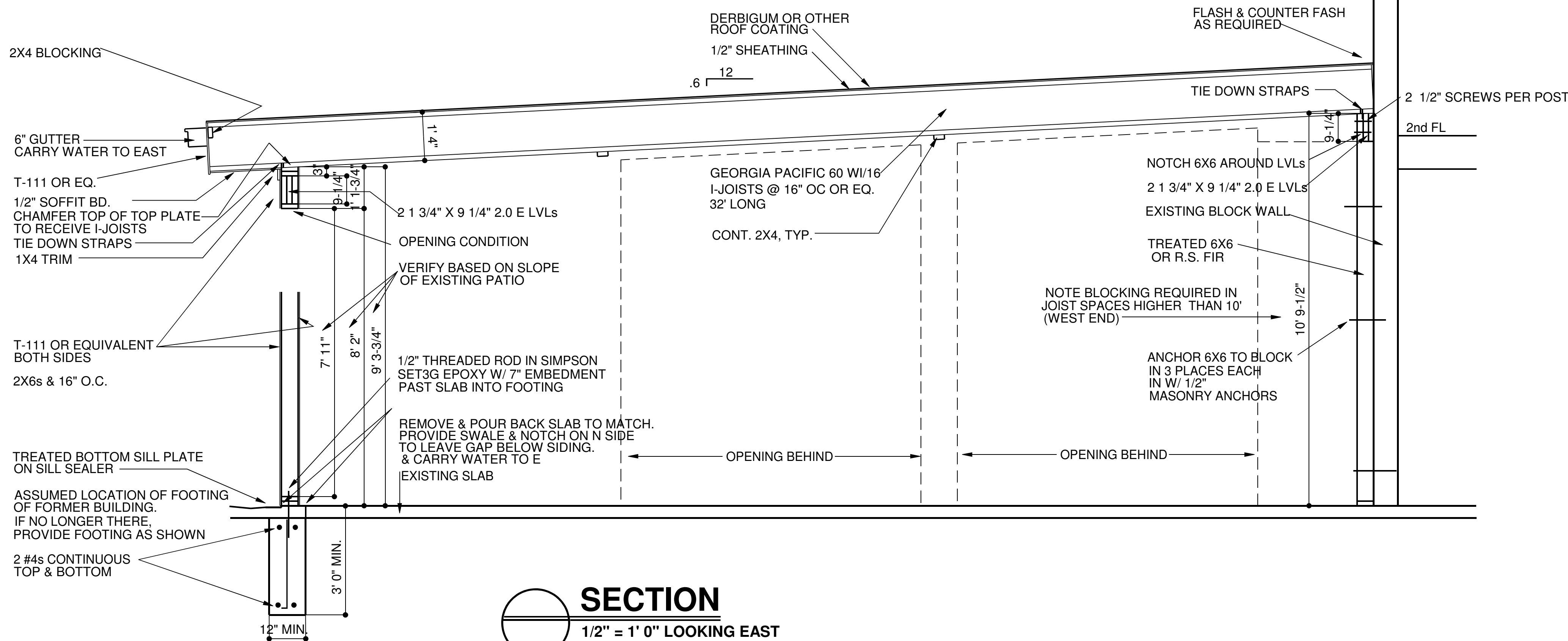
THE ARCHITECTS
ARCHITECTURE, PLANNING, ENGINEERING
ROY E. BROWNE, ARCHITECT & ASSOCIATES
24 OAK HILL CLUSTER/INDEPENDENCE, MO/64057



ROOF PLAN
1/4" = 1' 0"



FOUNDATION PLAN
1/4" = 1' 0"



SECTION
1/2" = 1' 0" LOOKING EAST

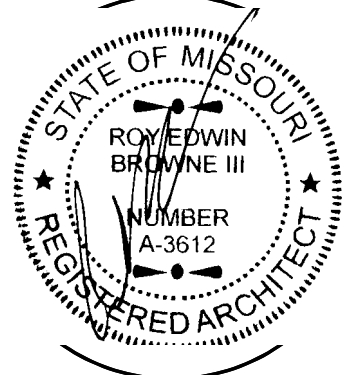
CONCRETE NOTES

1. ALL FOOTINGS SHALL BEAR ON SOIL CAPABLE OF SUPPORTING 2,000 PSF WITHOUT UNDUE SETTLEMENT OR HEAVE.
2. THE BOTTOM OF ALL FOOTINGS SHALL BE A MINIMUM OF THREE FEET BELOW FINISHED GRADE.
3. ALL CONCRETE USED IN THE FOOTING TO BE 2500 PSI & SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS & SHALL MEET MCIB DESIGNATION 529-1-4.
4. ALL CONCRETE USED FOR SLABS SHALL BE AIR-ENTRAINED & HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS & SHALL MEET MCIB DESIGNATION A618-1-4.
5. ALL REINFORCING SHALL BE GRADE 40. REINFORCING SHALL BE CONTINUOUS AND LAPPED PER ACI318.
6. ALL MESH SHALL MEET ASTM A185. LAP A MINIMUM OF SIX INCHES.
7. ALL GROUT SHALL BE NON-SHRINK GROUT.
8. NO ALUMINUM SHALL BE PLACED IN CONCRETE.
9. ALL REBAR TO BE GRADE 40 OR BETTER.
10. FROST FTGS TO BE 12" WIDE & A MIN. OF 36" BELOW FIN. GRADE

Sch
Pr 5/27/25

Rev
Rev
Rev 8/28/25
D/P 9/2/25
Rev

A COVERING FOR AN EXISTING PATIO FOR:
HERITAGE CENTER
315-319 SOUTH OSAGE
INDEPENDENCE, MO



THE ARCHITECTS
ARCHITECTURE, PLANNING, ENGINEERING
ROY E. BROWNE, ARCHITECT & ASSOCIATES
24 OAK HILL CLUSTER/INDEPENDENCE, MO/64057

A-2

Comprehensive Plan

315 S Osage St

Case #26-125-01



Legend

 Parcels

Comprehensive
Plan

 Mixed Use

0 50 100 200 US Feet

Prepared For: Planning Commission
Meeting Date: January 13, 2026



Zoning Map

315 S Osage St

Case #26-125-01



Legend

 Parcels

Zoning District

 C-2

 I-1

 R-12

 R-30/PUD

 R-6

0 50 100 200 US Feet

Prepared For: Planning Commission
 Meeting Date: January 13, 2026





Planning Commission Minutes

January 13, 2026 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 1/13/2026, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

1. **Planning Commission Minutes – November 18, 2025**

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

CASE TO BE CONTINUED - STAFF RECOMMENDS THIS CASE BE CONTINUED TO THE FEBRUARY 24, 2026 MEETING.

1. **Case 26-400-01 – Short-Term Rental – 12115 E. 47th Terrace S. – A request to**

operate a Short-Term Rental at the property.

Motion

Commissioner Edward Nesbitt made a motion to continue this case to February 24, 2026.

Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

OTHER BUSINESS

Motion

Commissioner Edward Nesbitt made a motion to move Case 25-400-15 before the Public Hearings. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

1. **Case 25-400-15 – Short-Term Rental – 14901 E. 40th Street S.** – A request to operate a Short-Term Rental at the property.

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Applicant Comments

Hannah Mullins, 14901 E. 40th Street, stated she was speaking on behalf of herself and her husband, Timothy Mullins. Ms. Mullins said they have made a significant investment in the home and reviewed all applicable City rules and regulations prior to initially submitting an application to operate a short-term rental (STR). She stated they believe the property is well suited for use as an STR and noted the Planning Commission previously approved their application unanimously.

Ms. Mullins explained that a protest petition was submitted on the prior case, and when the matter was heard by City Council, neighbors later approached her stating they had been told the home would become a commercial “party house.” She emphasized that the City Council did not deny the application due to noncompliance with City regulations or due to safety concerns.

Commissioner Nesbitt asked whether the applicants currently reside in the home. Ms. Mullins stated that her family lives in the home and that during rental periods they would stay approximately five minutes away at her mother’s residence.

Public Comments

Renee Hughes, 14804 E. 40th Street S, stated the area is a family neighborhood and residents would like it to remain that way rather than allowing a short-term rental. She said the neighborhood already experiences parking congestion and expressed concern about intoxicated drivers on streets where many children live. Ms. Hughes also stated she has seen studies indicating property values may decrease when short-term rentals are introduced into an area.

Maureen Seskis, 15201 E. 41st Street, questioned the applicants' motivation for operating a short-term rental and stated she had been told it was because they could not afford their mortgage.

Jannette Miller, 14804 E. 40th Street, stated that those who signed the protest petition were not misled and read the language of the petition aloud. She said the petition cited concerns regarding parties and loud guests, parking issues, decreased property values, transient occupancy, and an increased potential for intoxicated drivers in the neighborhood. Ms. Miller stated she did not coerce anyone into signing the approximately 40 signatures submitted with the first application. She further stated that following the initial meeting, individuals who spoke in opposition were threatened by those in favor of the application.

Phobe Forbes, 14906 E. 41st Street, stated she agreed with the previous comments. She questioned the applicants' sincerity and said she does not believe they are acting as good neighbors. She expressed concern that the neighborhood would be turned into a commercial use and stated that fear has been created within the neighborhood. Ms. Forbes characterized the application as selfish and said it benefits only the applicants, not the neighborhood or the City. She reiterated that individuals who opposed the prior application were threatened and suggested that fewer people spoke in opposition due to fear.

In response to some of Ms. Forbes' comments, Mr. Glaser explained the required conditions for approval of a short-term rental and the factors staff considers when making a recommendation for approval or denial.

Anita Fuller, 14905 E. 40th Street S, stated the three-strike rule does not adequately protect neighbors and that one incident is too many. She said the applicants constructed a fence incorrectly and in violation of City code. She stated that instead of correcting the issue, uneven planks were installed that the applicant had intended to return. Ms. Fuller said the neighborhood is not a tourist destination and stated the application prioritizes the applicants' financial benefit over neighborhood concerns.

Ms. Mullins responded that the fence installation was intended to be a good-faith effort to be good neighbors. She stated letters were provided to neighbors prior to installation and that Ms. Fuller was asked which side of the fence she preferred. Ms. Mullins said the fence was installed as soon as possible and that staining has not yet occurred due to winter weather, with plans to complete it in the spring. She reiterated that the property would have 24-hour noise monitoring, guests would be screened to prevent party use, and all City requirements would be met.

Pam Ellis, 4002 S. Drumm Avenue, stated she shares a fence with the Mullins and spoke in favor of the application. Ms. Ellis acknowledged that issues are possible but stated they are not probable. She noted the applicants live in the home and would not want their personal residence damaged by parties. She stated this would be the first short-term rental in the neighborhood and that neighbors cannot assume outcomes based on experiences elsewhere. Ms. Ellis shared that she has stayed in short-term rentals and has had positive experiences and said she would welcome visitors to the neighborhood.

Harold Ellis, 4002 S. Drumm Avenue, stated Ms. Mullins has been a wonderful neighbor. He

said he would be more concerned about another long-term rental in the neighborhood than a short-term rental. He stated that property owners operating short-term rentals often maintain their homes well, which can increase property values. He also noted that with a maximum occupancy of six, he does not foresee party-related issues.

Shiela Holt, 14909 E. 40th Street, stated she lives two houses away from the Mullins and fully supports the application. She said the neighborhood does not experience traffic congestion and that parking is not an issue. Ms. Holt stated reports on property values are mixed and said she is not aware of any threats made toward those opposed. She asked the Commission to consider that many residents who received notification were comfortable with the proposal but did not realize they needed to attend the meeting to speak in favor.

Amy Weld, 14800 E. 40th Street, asked how guest screening would be conducted prior to rental. She stated that neighbors do not have control over who purchases property or occupies long-term rentals and similarly do not control short-term renters. Ms. Weld said the streets are not congested and stated that short-term rentals benefit not only the applicant but also the City through tax revenue.

Ms. Mullins added that Airbnb has strict no-party policies. She stated she plans to require identification that matches the form of payment, review renter ratings, and deny rentals when necessary. She reiterated that this is her personal home and that she does not want it damaged.

Commissioner Comments

In response to a question from Commissioner Nesbitt, Ms. Mullins stated they spoke with each neighbor about removing the existing chain-link fence prior to installing the privacy fence. Mr. Glaser stated staff could review the fence for compliance and notify Ms. Mullins if a violation exists. Ms. Mullins stated she would be willing to correct any violations identified.

In response to an additional question from Commissioner Nesbitt, Mr. Glaser explained that during the initial application, property owners within 185 feet submitted a protest petition, which required the application to be forwarded to City Council and approved by a supermajority vote. He stated the City Council vote was four in favor and four opposed, resulting in denial of the application.

Motion

Commissioner Ashbaugh made a motion to add a condition requiring the property to be in full compliance with Section 14-400-02 of the City Code related to fences, with the results to be reported back to the Planning Commission. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

In response to Commissioner Young's question, Mr. Glaser reported that no valid protest petition had been filed for this application.

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Case 26-100-01 – Rezoning – 724 and 726 N. Noland Road** - A request to rezone property from C-2 (General Commercial) to R-6 (Single-Family Residential).

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. In response to Chairwoman Wiley's question, Mr. Glaser stated this is a corrective rezoning.

In response to Commissioner Nesbitt's question, Mr. Arroyo stated the street project is only in the design phase and the City wouldn't know if this property would be affected.

Applicant Comments

Matthew Brown, 2709 S. Maybrook, purchased this house while in the military and his intent is to fix up the property. Mr. Brown stated he was not aware of the CIP project planned.

Public Comments

No public comments.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 26-125-01 – Rezoning/PUD – 315, 317 and 319 S. Osage Street** - A request to rezone property from I-1 (Industrial) and C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan.

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

In response to Commissioner Nesbitt's question, Mr. Harker said he believes 315 is a duplex.

Applicant Comments

Roy Browne, 40 Oak Hill Cluster, stated he is the architect for the project and believes this is a corrective rezoning. Mr. Brown stated 317 is the building, but part of that extends into 315 and they have different zonings. He noted they'd like to cover some of the outside space to allow outside activities.

Adam Sheffield, 319 S Osage, described his ministry with property therapy.

Public Comments

No public comments.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING JANUARY 27, 2026

ADJOURNMENT

The meeting was adjourned at 7:50 p.m.

BILL NO. 26-018
ORDINANCE NO. 19790

AN ORDINANCE APPROVING A REZONING FROM DISTRICT I-1 (INDUSTRIAL) AND DISTRICT C-2 (GENERAL COMMERCIAL) TO DISTRICT R-30/PUD (HIGH DENSITY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) AND APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 315, 317 AND 319 S. OSAGE STREET.

WHEREAS, the application submitted by Adam Sheffield, requesting approval of a rezoning from District I-1 (Industrial) and District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and a preliminary development plan for property located at 315, 317 and 319 S. Osage Street was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning and preliminary development plan following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held public hearings for the consideration of the request on January 13, 2026, and rendered a report to the City Council with its vote to recommend approval of this application passed by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning and preliminary development plan was consistent with the review criteria in Sections 14-701-02 and 14-703-05 respectively; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the rezoning PUD and preliminary development plan of the said property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the following legally described tracts of real estate are hereby rezoned from District I-1 (Industrial) and District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and shall be subject to the regulations of said district:

INDEPENDENCE OLD TOWN N 45' OF S 82.5' OF W 1/2 LOT 128; INDEPENDENCE OLD TOWN PT LOT 128 DAF: BEG PT 210' S OF NW COR TH S 40' TH E 165' TH N 40' TH W TO POB; INDEPENDENCE OLD TOWN N 42.5' OF S 1/2 OF W 1/2 LOT 128

SECTION 2. That the Preliminary Development Plan is attached hereto and is incorporated by reference as if fully set out herein, is hereby approved with the following conditions:

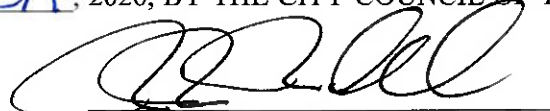
1. This preliminary development plan shall include the uses listed in the R-30/PUD zoning district and the already existing uses on this property specifically, office, sign shop, workshop, vocational instruction, auto garage and associated parking lot.
2. The minor subdivision shall be recorded prior to the issuance of any building permit.
3. The cross-hatched area for wheel-chair-access to the van-accessible parking space must be 9 feet wide. The parking lot must be restriped and resigned with proper labeling and signage for fines.

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially, and inseparably connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that are not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before the City Council.

SECTION 5. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS 2nd DAY OF March, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.



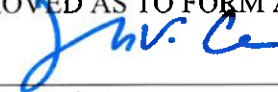
Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:



City Clerk

APPROVED AS TO FORM AND LEGALITY:



City Counselor



REVIEWED BY:



Interim City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-017 **2R** An ordinance adopting amendments to the fiscal year 2025-2026 budget, which was approved by Ordinance No. 19682 **2R Item passes 7-0 Ord. No. 19789**

Recommendations:

Council approval is recommended.

Background:

This ordinance will increase appropriations in the amount of \$50,945.90 in the 2025-26 Operating Budgets of various departments and funds for budget changes that have occurred during the current fiscal year that have been requested by operating departments. A section containing a transfer of funds from one capital project to another in the Power and Light Capital Fund (021) is included, because capital projects in this fund are appropriated by project and, therefore, documentation of transfers is needed.

Emergency Justification:**Fiscal Impact:**

Increased appropriations due to increased revenues will result in a \$0 net impact. Transfer of appropriations within a fund will also result in a net zero impact. Appropriations from unassigned fund balance will result in a impact of \$30,000 for the Proposition PD Sales Tax Fund. A breakdown of the budgetary impact by fund and department is listed below:

Department	Fund	Expense	Revenue	Net Budgetary Impact
Police	015	\$6,113.50	(\$6,113.50)	\$0.00
Police	067	\$30,000	-	\$30,000.00
Police	002	\$14,832.40	(\$14,832.40)	\$0.00
Power and Light	021	-	-	\$0.00 - this is a transfer of funds from one capital project to another. It does not increase or decrease total appropriations.
Police	052	\$5,092,810.89	(\$5,092,810.89)	\$0.00
Finance	054	\$29,187,004.55	(\$29,187,004.55)	\$0.00

Finance	019	\$601,974.30	(3,381,542.71)	Excess revenues will establish a debt service reserve and pay an additional debt service payment in the next fiscal year.
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Council Action:

Department / Contact	Finance /
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REVIEWERS

Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Appropriations Background Q2 FY25-26
2. Appropriations Ordinance Q2 FY25-26
3. Ord. No. 19789

City of Independence, Missouri
Supplemental Appropriation Ordinance
Fiscal Year 2025-26

Section 1:

Fund: Grants Fund

Department: Police

Source: Increased Revenues – Grants

Description:

The Independence Police Department was awarded funding from the Missouri Department of Transportation. This funding provides support for the purchase of reflective sashes to be used during Pedestrian Safety Enforcement efforts. Appropriations for the total amount of this grant, totaling \$1,113.50, are requested.

0154550-5309-HMV

015-3219-HMV

The Independence Police Department was awarded funding from the Missouri Highways and Transportation Commission. This funding provides support for the purchase of winter motorcycle gear to be used for winter operations enforcement. Appropriations for the total amount of this grant, totaling \$5,000.00, are requested.

0154550-5309-MODOT

015-3250-MODOT

Section 2:

Fund: Proposition PD Sales Tax Fund

Department: Police

Source: Fund Balance

Description: Increased appropriations in the amount of \$30,000 for the purpose of additional professional development and leadership training.

0674567-5214

Section 3:

Fund: General Fund

Department: Police

Source: Forfeiture Funds

Description: Increased appropriations in the amount of \$14,832.40 in the General Fund for purchase of rifle suppressors.

0024514-5313 TREAS

002-3398 TREAS

Section 4:

Fund: Independence Power and Light Capital Fund

Department: Independence Power and Light

Source: Transfers

Description: Transfer of appropriations in the amount of \$3,172,700 for the creation of a new capital improvement project for J-2 Substation Inspection and Repair (CIP 202602-C) from an existing CIP #202504-C Blue Valley Chimney Demolition.

202504-C

202602-C

Section 5:

Fund: Police Improvements Fund

Department: Police Department

Source: Revenue Bonds

Description: Increased appropriations in the Police Improvement Fund in the amount of \$5,092,810.89 for building improvements for renovation of the former Independence Utilities Center.

0527052-5401

Section 6:

Fund: GO Improvements Fund

Department: Finance

Source: GO Bond Issuance

Description: Increased appropriation in the GO Improvement Fund in the amount of \$29,187,004.55 for transportation projects. This amount is for the entire bond issuance, premiums and interest received to-date. Individual projects will continue to be brought forward to Council for approval as purchase order and contract approvals. Additional interest earned will be added to amounts available for projects.

054-3411

054-3502-PAR

054-3502-PREM

0546554-5227

0547054-5406

Section 7:

Fund: General Debt and Interest Fund

Department: Finance

Source: Debt Service Property Tax Levy

Description: Increased appropriation in the General Debt and Interest Fund in the amount 601,974.30 for debt service for the GO debt service in the amount of \$547,773.48 and property tax collection fees to Jackson County in the amount of \$54,200.82. Revenues received in the amount of \$3,381,542.71 in excess of expenses will be restricted to the debt service reserve.

019-3011-GOBND

019-3411

0196519-5226-GOBND

0196519-5510-GOBND

0196519-5511-GOBND

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENTS TO THE FISCAL YEAR 2025-2026 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19682.

WHEREAS, the adopted Operating and Capital budgets for the 2025-26 fiscal year were approved by the City Council by Ordinance No. 19682; and,

WHEREAS, since that time some circumstances have arisen that necessitate changes to the appropriations established in the adopted budget; and,

WHEREAS, these changes are listed in detail in terms of background, purpose, and funding source in the attached agenda item cover sheet;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. Increased revenues in the amount of \$6113.50 from the Missouri Highways and Transportation Commission and the Missouri Department of Transportation in the Grants Fund (No. 015) and increased appropriations in the amount of \$6113.50 for the Independence Police Department's grants account in the Grants Fund (No. 015).

SECTION 2. Increased appropriations in the amount of \$30,000 in the Prop PD Sales Tax Fund (No. 067) from the Unassigned Fund Balance for professional development and training for the Police Department in excess of budget.

SECTION 3. Increased revenues in the amount of \$14,832.40 from Police Forfeiture revenues for the purchase of equipment in the General Fund (No. 002) and increased appropriations in the amount of \$14,832.40 in the Police Department accounts in the General Fund (No. 002).

SECTION 4. Transfer of appropriations in the amount of \$3,172,700 for the creation of a new capital improvement project for J-2 Substation Inspection and Repair (CIP 202602-C) from an existing CIP #202504-C Blue Valley Chimney Demolition in the Power and Light Fund – Capital (No.021).

SECTION 5. Increased revenues in the amount of \$5,092,810.89 from the issuance of public safety revenue bonds in the Police Improvements Fund (No. 052) and increased appropriations in the amount of \$5,092,810.89 in the Police Improvements Fund (No. 052).

SECTION 6. Increased revenues in the amount of \$29,187,004.55 from the issuance of general obligation bonds for transportation projects in the GO Improvements Fund (No. 054) and increased appropriations in the amount of \$29,187,004.55 in the GO Improvements Fund (No. 054).

SECTION 7. Increased revenues in the amount of \$3,381,542.71 from a debt service property tax levy for a general obligation debt issuance for transportation projects in the General Debt and Interest Fund (No. 019) and increased appropriations in the amount of \$601,974.30 in the General Debt and Interest Fund (No. 019) for debt service payments.

PASSED THIS _____ DAY OF _____, 2026, BY THE CITY COUNCIL OF
THE CITY OF INDEPENDENCE, MISSOURI.

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

Presiding Officer of the City Council
of the City of Independence, Missouri

I hereby certify that there is a balance,
otherwise unencumbered, to the credit of
the appropriation to which the foregoing
expenditure is to be charged, and a cash
balance, otherwise unencumbered, in the
treasury, to the credit of the fund from
which payment is to be made, sufficient
to meet the obligation hereby incurred.

Source is: As Indicated Above

Director of Finance and Administration
City of Independence, Missouri

BILL NO. 26-017

ORDINANCE NO. 19789

AN ORDINANCE ADOPTING AMENDMENTS TO THE FISCAL YEAR 2025-2026 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19682.

WHEREAS, the adopted Operating and Capital budgets for the 2025-26 fiscal year were approved by the City Council by Ordinance No. 19682; and,

WHEREAS, since that time some circumstances have arisen that necessitate changes to the appropriations established in the adopted budget; and,

WHEREAS, these changes are listed in detail in terms of background, purpose, and funding source in the attached agenda item cover sheet;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. Increased revenues in the amount of \$6113.50 from the Missouri Highways and Transportation Commission and the Missouri Department of Transportation in the Grants Fund (No. 015) and increased appropriations in the amount of \$6113.50 for the Independence Police Department's grants account in the Grants Fund (No. 015).

SECTION 2. Increased appropriations in the amount of \$30,000 in the Prop PD Sales Tax Fund (No. 067) from the Unassigned Fund Balance for professional development and training for the Police Department in excess of budget.

SECTION 3. Increased revenues in the amount of \$14,832.40 from Police Forfeiture revenues for the purchase of equipment in the General Fund (No. 002) and increased appropriations in the amount of \$14,832.40 in the Police Department accounts in the General Fund (No. 002).

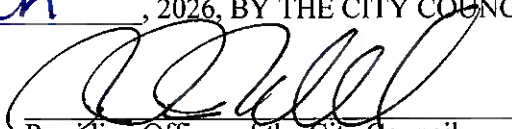
SECTION 4. Transfer of appropriations in the amount of \$3,172,700 for the creation of a new capital improvement project for J-2 Substation Inspection and Repair (CIP 202602-C) from an existing CIP #202504-C Blue Valley Chimney Demolition in the Power and Light Fund – Capital (No.021).

SECTION 5. Increased revenues in the amount of \$5,092,810.89 from the issuance of public safety revenue bonds in the Police Improvements Fund (No. 052) and increased appropriations in the amount of \$5,092,810.89 in the Police Improvements Fund (No. 052).

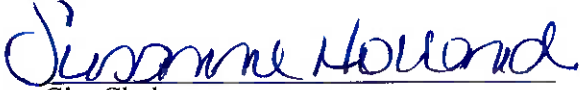
SECTION 6. Increased revenues in the amount of \$29,187,004.55 from the issuance of general obligation bonds for transportation projects in the GO Improvements Fund (No. 054) and increased appropriations in the amount of \$29,187,004.55 in the GO Improvements Fund (No. 054).

SECTION 7. Increased revenues in the amount of \$3,381,542.71 from a debt service property tax levy for a general obligation debt issuance for transportation projects in the General Debt and Interest Fund (No. 019) and increased appropriations in the amount of \$601,974.30 in the General Debt and Interest Fund (No. 019) for debt service payments.

PASSED THIS 2nd DAY OF March, 2026, BY THE CITY COUNCIL OF
THE CITY OF INDEPENDENCE, MISSOURI.


Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:


City Clerk

APPROVED - FORM AND LEGALITY:

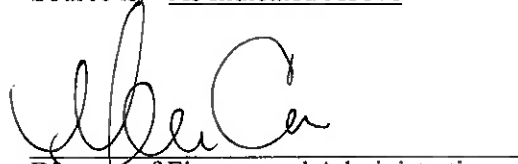

City Counselor

REVIEWED BY:


City Manager

I hereby certify that there is a balance,
otherwise unencumbered, to the credit of
the appropriation to which the foregoing
expenditure is to be charged, and a cash
balance, otherwise unencumbered, in the
treasury, to the credit of the fund from
which payment is to be made, sufficient
to meet the obligation hereby incurred.

Source is: As Indicated Above


Director of Finance and Administration
City of Independence, Missouri



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-019 **2R** An ordinance approving a plan for an Industrial Development Project; authorizing the City of Independence, Missouri to issue two series of Taxable Industrial Development Revenue Bonds in a combined principal amount not to exceed \$150,632,000,000; and authorizing and approving certain documents and actions in connection therewith. **2R Item passes 5-2 Ord. No. 19791**

Recommendations:

Council approval is recommended.

Background:

Nebius, Inc., a Delaware corporation (the “Company”), seeks approval of a Chapter 100 Plan and related bonds and documents with respect to a project consisting of the acquisition of approximately 398 acres of land in the City located at and surrounding 501 North Bly Road, the construction of a data center campus consisting of multiple buildings with a combined square footage of approximately 2,100,000 square feet, to be developed in stages over a three to five year period, and the installation of data servers, specialized mechanical, electrical and plumbing systems, HVAC systems, and data center support equipment sufficient to operate a data center of approximately 800 megawatts (the “Project”). The total cost of the Project is estimated to be \$150,632,000,000, including real and personal property investments and costs of issuance.

The real property tax is estimated to be abated at approximately 98% and the personal property tax will be abated at 90%, each over the period from 2026 through 2046.

The resulting payments in lieu of tax to the taxing jurisdictions are estimated at \$651,480,974 over the full term. The plan also provides sales tax exemption on construction materials.

The ordinance also authorizes the bond documents necessary to implement Chapter 100 tax abatement.

Emergency Justification:**Fiscal Impact:**

There is no annual appropriation required from the City related to the issuance of these bonds.

Council Action:

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance (Plan and Bonds - Nebius Project)
2. Ordinance Exhibit A - Plan
3. Supporting Documents
4. Closing Docs (Data Center Equipment)
5. Closing Docs (Data Center Real Estate)
6. Lease (Data Center Equipment)
7. Lease (Data Center Real Estate)
8. Performance Agreement (Data Center Equipment)
9. Performance Agreement (Data Center Real Estate)
10. Ord. No. 19791

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT; AUTHORIZING THE CITY OF INDEPENDENCE, MISSOURI TO ISSUE TWO SERIES OF TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A COMBINED PRINCIPAL AMOUNT NOT TO EXCEED \$150,632,000,000; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Independence, Missouri (the “City”) is a constitutional charter city and municipal corporation of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend, improve and equip certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing, office industry and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, Nebius, Inc., a Delaware corporation (“Nebius”) submitted an application for incentives to the City for a data center project (the “Nebius Project”), which consists of the acquisition of approximately 398 acres of land in the City located at and surrounding 501 North Bly Road, the construction of a data center campus consisting of multiple buildings with a combined square footage of approximately 2,100,000 square feet, to be developed in stages over a three to five year period, and the installation of data servers, specialized mechanical, electrical and plumbing systems, HVAC systems, and data center support equipment sufficient to operate a data center of approximately 800 megawatts; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, prepared a plan for an industrial development project (the “Plan”), gave notice of the Plan by mail to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, and held a public hearing regarding the Plan on February 16, 2026; and

WHEREAS, the City now desires to approve the Plan; and

WHEREAS, the City desires to provide real and personal property tax abatement for the Nebius Project through the issuance of two series of industrial development revenue bonds pursuant to the Act (the “Bonds”); and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the issuance of the Bonds for the purpose described above; and

WHEREAS, the Bonds will be payable solely out of payments, revenues and receipts derived by the City from the lease of each component of the Nebius Project to Nebius and/or its designee(s) (the “Companies”), and from no other source; and

WHEREAS, Section 10.7 of the City Charter requires that all bonds sold by the City be sold at public sale upon sealed proposals after at least ten days’ notice in a newspaper of general circulation in the City; and

WHEREAS, a notice of sale was published in *The Examiner* inviting potential bond purchasers to submit bids for the Bonds and the City has received a single bid for the Bonds, which was delivered by Nebius; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with approval of the Plan and the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1 – Promotion of Economic Development. The Council hereby finds and determines that the Nebius Project will promote the economic welfare and the development of the City, and the issuance of the Bonds by the City to pay the costs of the Nebius Project will be in furtherance of the public purposes set forth in the Act.

SECTION 2 – Approval of Plan. The Council hereby approves the Plan attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

SECTION 3 – Authorization and Sale of the Bonds; Acceptance of Bid. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (Nebius Project), in one or more series in an aggregate principal amount not to exceed \$150,632,000,000, for the purpose of providing funds to pay the costs of the Nebius Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indentures and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate, shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indentures upon the execution thereof, and the signatures of the officers of the City executing the Trust Indentures shall constitute conclusive evidence of their approval and the City’s approval thereof. The City hereby accepts the bid received from Nebius for the sale of the Bonds. The sale of the Bonds to Nebius and/or its designee(s), as the winning bidder at the public sale, at the interest rate set forth in the winning bid and upon the terms set forth in the Trust Indentures is hereby approved.

SECTION 4 – Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of certain payments, revenues and receipts derived by the City from the herein authorized Lease Agreements, and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indentures. The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision, statutory limitation or City Charter provision and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefore or to make any appropriation for their payment.

SECTION 5 – Approval and Authorization of Documents. The following documents (the “City Documents”) are hereby approved in substantially the forms presented to the Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials’ signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture relating to each series of Bonds dated as of the date set forth therein (the “Trust Indentures”), between the City and the bond trustee named therein (the “Trustee”), pursuant to which the Bonds shall be issued and the City shall pledge and assign certain payments, revenues and receipts received pursuant to the Lease Agreements to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Trust Indentures;

(b) Lease Agreement relating to each series of Bonds dated as of the date set forth therein (the “Lease Agreements”), between the City and the Companies, under which the City will provide funds for the construction and improvement of the Nebius Project and lease the Nebius Project to the Companies pursuant to the terms and conditions in the Lease Agreements, in consideration of rental payments by the Companies which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds;

(c) Bond Purchase Agreement relating to each series of Bonds dated as of the date set forth therein, between the City and the Companies, pursuant to which the Companies agree to purchase the Bonds; and

(d) Performance Agreement relating to each series of Bonds dated as of the date set forth therein (the “Performance Agreements”), between the City and the Companies, pursuant to which the City has granted each Company certain rights with respect to the abatement of ad valorem property taxes on the Nebius Project in consideration for such Company’s agreement to pay certain payments in lieu of taxes.

SECTION 6 – Execution of Documents. The Mayor or (Interim) City Manager of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Trust Indentures. The Mayor or (Interim) City Manager of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 7 – Further Authority. The Mayor, (Interim) City Manager, City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents, including but not limited to the execution of any financing documents in accordance with the Leases.

SECTION 8 – Effective Date. This Ordinance shall take effect and be in full force as set forth in the City Charter.

[remainder of page intentionally left blank]

PASSED ON THIS _____ DAY OF _____, 2026, BY THE CITY COUNCIL
OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council of the
City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Interim City Manager

EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

NOTICE TO TAXING JURISDICTIONS

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE NEBIUS PROJECT

On behalf of the City of Independence, Missouri (the “City”), please find enclosed a copy of a proposed plan for an industrial development project and cost benefit analysis (the “Plan”).

The City Council will consider an ordinance to approve the Plan during the City Council’s meeting on February 16, 2026, at 6:00 p.m. in the Council Chambers at City Hall, 111 E. Maple in Independence, Missouri.

The City invites you to submit written comments to the Council on the proposed Plan. All comments will be fairly and duly considered by the City. Comments will also be taken during a public hearing at the City Council meeting referred to above.

A copy of the Plan will be on file in the office of the City Clerk and will be available for public inspection during normal business hours.

Dated: January 26, 2026

Independence City Hall
111 E Maple Ave
Independence, MO 64050

Taxing Jurisdictions -- Distribution List

Fort Osage School District Superintendent 25102 E. US Highway 24 Independence, MO 64056-4001	Independence School District Superintendent 201 N. Forest Ave Independence, MO 64050
Jackson County Board of Disabled Services 8511 Hillcrest Rd., Suite 300 Kansas City, MO 64138	Junior College District of Metropolitan Kansas City, Missouri (Metropolitan Community College) Chancellor 3200 Broadway Kansas City, MO 64111
Jackson County County Executive 415 E. 12th Street, 2nd Floor Kansas City, MO 64106	Mid-Continent Public Library Director 15616 E. Highway 24 Independence, MO 64050-2057
Jackson County Assessment Department Truman Courthouse 112 W. Lexington 1st Floor Independence, MO 64050	Jackson County Community Mental Health Executive Director 1627 Main Street, Suite 500 Kansas City, MO 64108
Jackson County Community Children's Services Fund Executive Director 2345 Grand Blvd., Suite 1450 Kansas City, MO 64108	City of Independence City Clerk 111 E Maple Ave Independence, MO 64050
Jackson County Collections Department Truman Courthouse 112 W. Lexington 1st Floor Independence, MO 64050	Missouri Department of Revenue County Tax Section State Blind Pension Fund 301 West High Street Jefferson City, MO 65102-0453
Missouri Department of Revenue County Tax Section Merchants/Manufacturers Replacement Tax Fund 301 West High Street Jefferson City, MO 65102-0453	Kansas City Zoological District Chair of the Board of Directors 6800 Zoo Drive Kansas City, MO 64132
Eastgate Commerce Center Community Improvement District Attn: Community Development Director 20201 E. Jackson Drive Independence, MO 64057	

BEFORE THE

CITY COUNCIL

OF THE

CITY OF INDEPENDENCE, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

FOR THE

NEBIUS PROJECT

Sent to taxing jurisdictions: January 26, 2026

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE NEBIUS PROJECT

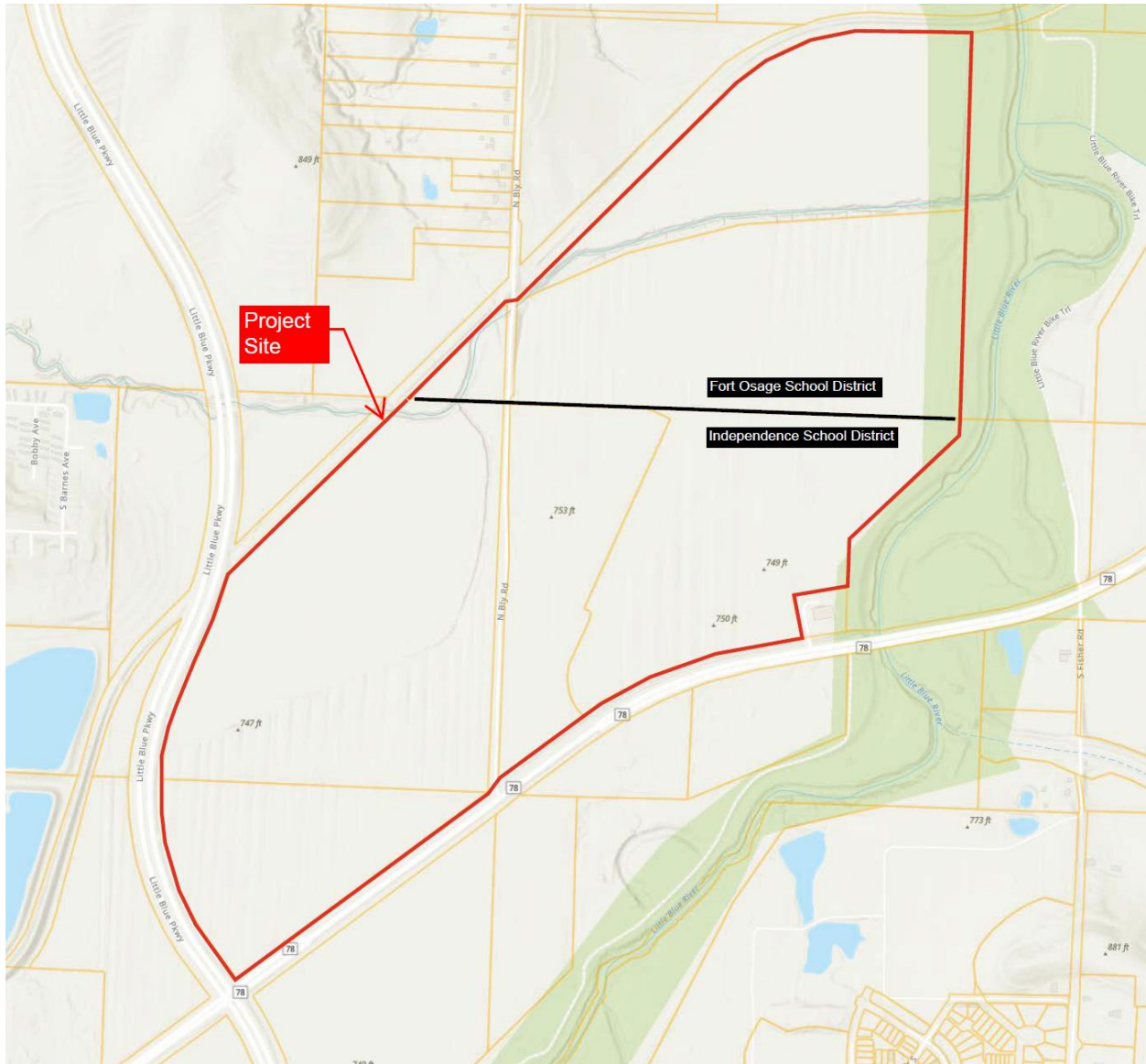
TO: CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI

The project described herein will be undertaken pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended, and Article VI, Section 27(b) of the Missouri Constitution, as amended (collectively, the “Act”). The Act authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension, improvement and equipping of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities. The operation of data center for a profit is a commercial undertaking.

Nebius, Inc., a Delaware corporation (together with its assignees or designees for purposes of implementation of this Plan, the “Company”) has proposed this Plan for an industrial development project as described herein to the City of Independence, Missouri (the “City”), for approval, to be carried out pursuant to the Act and in support of said application submits the following:

1. **Description of the Project.** The Company will acquire approximately 398 acres of land in the City located at and surrounding 501 North Bly Road, Independence, Missouri 64056 (the “Project Site”). The Company plans to construct upon the Project Site a data center campus consisting of multiple buildings with a combined square footage of approximately 2,100,000 square feet, to be developed in stages currently expected to occur over a three to five-year period (the “Project Improvements”). Additionally, the Company plans to install data servers, specialized mechanical, electrical and plumbing systems, HVAC systems, and data center support equipment (the “Project Equipment,” and collectively with the Project Site and the Project Improvements, the “Project”) sufficient to operate a data center of approximately 800 megawatts. The location of the Project Site is depicted in the map on the following page:

[remainder of page intentionally left blank]



2. **Estimate of the Cost of the Project.** The total cost of the Project is estimated to be \$6,608,000,000 for the acquisition of the Project Site and the costs of the Project Improvements and an additional estimated amount of \$144,000,000,000 for the costs of the Project Equipment.
3. **Source of Funds to be Expended for the Project.** The source of funds to be expended for the Project will be the proceeds of \$150,632,000,000 estimated aggregate principal amount of taxable industrial revenue bonds (the “Bonds”) to be issued in one or more series by the City for the Project and for costs of issuance of the Bonds.
4. **Statement of the Terms Upon Which the Project is to be Leased and Otherwise Disposed of by the City.** Title to the Project will be held by the City during the period of abatement. The Project will be leased (with an option to purchase) to the Company or affiliates or designees thereof under one or more leases (each a “Lessee”) during the

abatement period. The lease payments under the leases will be equal to the principal and interest on the applicable series of Bonds plus certain carrying costs. The Bonds will be payable solely from the revenues derived by the City from the leases or other disposition of the Project and the Bonds will not be an indebtedness or general obligation, debt or liability of the City.

5. **General Information Concerning the Company.** The Company is a Delaware corporation that is a leading full-stack AI infrastructure company, part of the Nebius Group publicly listed on the Nasdaq Stock Market. Nebius Group is a market leader in the AI sector in Europe, the Middle East, and the United States, and is seeking to further expand into the United States with a flagship facility.
6. **Bond Purchase Arrangements.** It is expected that the Company will purchase the Bonds in the principal amount of \$150,632,000,000.
7. **Affected Taxing Jurisdictions.** Both the Independence School District and the Fort Osage School District will be affected by the Project (their respective boundaries cross the Project Site as set out in the map above). Additionally, Jackson County, Missouri, the Junior College District of Metropolitan Kansas City, Missouri, and the City will be affected by the Project. No ambulance district board operating under chapter 190 or fire protection district board operating under chapter 321 is affected by the Project. Other taxing jurisdictions affected by the Project are set out in the Cost Benefit Analysis attached hereto.
8. **Equalized Assessed Valuation.** The most recent taxable equalized assessed valuation of the Project Site is \$30,119 (2025). The estimated total equalized assessed valuation after completion of the Project for real property to be included in the Project is \$311,009,016 and for personal property to be included in the Project is \$6,951,171,480 in peak years.
9. **Cost Benefit Analysis.** Attached hereto as **Exhibit A** is the Cost Benefit Analysis on each affected taxing jurisdiction. The 2025 tax levy rates were utilized for all jurisdictions.
10. **Payments in Lieu of Taxes.** Under this Plan, payments in lieu of tax (“PILOTs”) will be made as follows:

Real Property PILOTs:

In each year prior to commencement of construction and in the first year of construction, the Company will pay a PILOT for the Project Site and the Project Improvements equal to the taxes that would have been due on the Project Site were it not for implementation of this Plan. Starting with the first year after commencement of construction, a PILOT will be calculated based on the square footage of the constructed buildings multiplied by a per-square-foot PILOT set out below (provided that, during construction, such amount shall be pro-rated based on percentage of completion).

<u>Year</u>	<u>PILOT Per Square Foot</u>
Year 1	\$0.1442
Year 2	0.1442
Year 3	0.1442
Year 4	0.1442
Year 5	0.1442
Year 6	0.1442
Year 7	0.1442
Year 8	0.1442
Year 9	0.1442
Year 10	0.1442
Year 11	0.1442
Year 12	0.1442
Year 13	0.1854
Year 14	0.2369
Year 15	0.2987
Year 16	0.3914
Year 17	0.4944
Year 18	0.6386
Year 19	0.8137
Year 20	1.0403

Personal Property PILOTs:

For each item of Project Equipment, the Company will pay a PILOT in each year, starting with the year after such item of Project Equipment is installed at the Project Site and ending with the year in which such item of Project Equipment is replaced, in an amount calculated to equal to 10% of the taxes that would otherwise be due on such item of Project Equipment in that year.

The actual project implementation and abatement timing may vary from what is shown in the Cost Benefit Analysis attached hereto, but PILOTs will be imposed at the rates described above.

11. **Sales and Use Tax Exemption on Construction Materials.** Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying Bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemptions for the qualified building materials on the affected taxing jurisdictions, it is assumed that the total amount of qualified building materials purchased will be \$3,840,000,000 and that the situs of sale for tax purposes will be the site to which the materials are delivered. Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemptions on the affected taxing jurisdictions.

Based on the assumptions set forth above, the fiscal impact on the affected taxing jurisdictions of the sales and use tax exemptions for qualified building materials is as follows:

	Tax Rate	Estimated Sales/Use Tax Revenues Subject to Exemption
State of Missouri	4.225%	\$162,240,000
Jackson County		
General	0.500	19,200,000
Drug Task Force	0.250	9,600,000
Sports Complex	0.375	14,400,000
Zoo District	0.125	4,800,000
City of Independence		
General Revenue	1.000	38,400,000
Capital Improvement - Police	0.125	4,800,000
Proposition PD – Police	0.250	9,600,000
Fire Protection	0.500	19,200,000
Streets	0.500	19,200,000
Parks	0.250	9,600,000
Storm water	0.250	9,600,000
Children’s Services	0.250	9,600,000
Total	8.60%	\$330,240,000

12. **Special Assessments.** The Project Site is located within the boundaries of the Eastgate Commerce Center Community Improvement District (the “CID”), which imposes a special assessment at the rate of five cents per square foot of occupiable constructed improvements within the CID. This plan shall not abate special assessments imposed on the Project Site, and payment of such special assessments shall be the responsibility of the Company.

* * *

EXHIBIT A

COST BENEFIT ANALYSIS

The Cost Benefit Analysis shows the estimated effect of the Project on taxing jurisdictions. The calendar years shown in the attached Cost Benefit Analysis are for demonstrative purposes only and Project implementation may change the calendar years affected. The Project Improvements will receive abatement for 20 years starting the year after commencement of construction of the initial building to be constructed. Each item of Project Equipment will receive abatement until it is replaced, on a rolling basis, during a total period not exceeding the duration of abatement for the Project Improvements. An estimate of the payments in lieu of taxes is included in the Cost Benefit Analysis. Allocations to taxing jurisdictions may change based on the final location of the improvements and equipment on the Project Site. Actual results will be affected by implementation timing and final investment amounts. Ownership of certain equipment located at the Project Site may be retained by a private-sector company, which will result in such equipment being taxable, potentially decreasing PILOTs shown in the Cost Benefit Analysis but increasing tax revenues to the taxing jurisdictions.

**City of Independence, Missouri
(Nebius Project)**

COST BENEFIT ANALYSIS



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This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a “municipal advisor” as defined in the Securities Exchange Act of 1934, as amended.

Project Assumptions

- ♦ Initial year taxes assessed (Project Site) 2025
- ♦ Assessed Value of Project Site in 2025 (Agricultural) \$ 30,119
- ♦ Assessed Value of Project Site in 2026 (Commercial) \$ 80,317
- ♦ Assessed Value of Land and Improvements in 2027 (Commercial) \$ 19,514,764
- ♦ Assessed Value of Land and Improvements in 2028 (Commercial) \$ 68,096,867
- ♦ Assessed Value of Land and Improvements in 2029 (Commercial) \$ 116,680,607
- ♦ Assessed Value of Land and Improvements in 2030 (Commercial) \$ 311,009,016
- ♦ Biennial growth rate of appraised value of real property 2.0%
- ♦ Annual investments of personal property

2027	\$ 4,000,000,000	2037	\$ 4,000,000,000
2028	\$ 10,666,666,666	2038	\$ 10,666,666,666
2029	\$ 10,666,666,667	2039	\$ 10,666,666,667
2030	\$ 10,666,666,667	2040	\$ 10,666,666,667
2032	\$ 4,000,000,000	2042	\$ 4,000,000,000
2033	\$ 10,666,666,666	2043	\$ 10,666,666,666
2034	\$ 10,666,666,667	2044	\$ 10,666,666,667
2035	\$ 10,666,666,667	2045	\$ 10,666,666,667

- ♦ Percent of new real and personal property investments allocable to Independence School District 89.8%
- ♦ Percent of new real and personal property investments allocable to Fort Osage School District 10.2%
- ♦ Assessed value as a percentage of appraised value (Project Site, undeveloped) 12.0%
- ♦ Assessed value as a percentage of appraised value of Project Site with Project Improvements 32.0%
- ♦ Assessed value as a percentage of appraised value of Project Equipment (personal property) 33.33%
- ♦ Terms of abatement for personal property (rolling basis): 90%
- ♦ Terms of abatement for real property in years 2025 and 2026: 0.0%
- ♦ PILOT anticipated for real property:

Year	Est. PILOT
2027	18,926
2028	66,242
2029	113,558
2030	302,820
2031	302,820
2032	302,820
2033	302,820
2034	302,820
2035	302,820
2036	302,820

Year	Est. PILOT
2037	302,820
2038	302,820
2039	389,340
2040	497,490
2041	627,270
2042	821,940
2043	1,038,240
2044	1,341,060
2045	1,708,770
2046	2,184,630

- ♦ Personal Property is depreciated using the following 5 year recovery period schedule:

Year	Recovery Period in Years					
	3	5	7	10	15	20
0	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
1	75.00%	85.00%	89.29%	92.50%	95.00%	96.25%
2	37.50%	59.50%	70.16%	78.62%	85.50%	89.03%
3	12.50%	41.65%	55.13%	66.83%	76.95%	82.35%
4	5.00%	24.99%	42.88%	56.81%	69.25%	76.18%
5	5.00%	10.00%	30.63%	48.07%	62.32%	70.46%
6	5.00%	10.00%	18.38%	39.33%	56.09%	65.18%
7	5.00%	10.00%	10.00%	30.59%	50.19%	60.29%
8	5.00%	10.00%	10.00%	21.85%	44.29%	55.77%
9	5.00%	10.00%	10.00%	15.00%	38.38%	51.31%
10	5.00%	10.00%	10.00%	15.00%	32.48%	46.85%
11	5.00%	10.00%	10.00%	15.00%	26.57%	42.38%
12	5.00%	10.00%	10.00%	15.00%	20.67%	37.92%
13	5.00%	10.00%	10.00%	15.00%	15.00%	33.46%
14	5.00%	10.00%	10.00%	15.00%	15.00%	29.00%
15	5.00%	10.00%	10.00%	15.00%	15.00%	24.54%
16	5.00%	10.00%	10.00%	15.00%	15.00%	20.08%
17 and on	5.00%	10.00%	10.00%	15.00%	15.00%	20.00%

Summary of Cost Benefit Analysis

Taxing Jurisdiction	Tax Rate	Projected Tax Revenues on Project Site Without Project (No Abatement)	Projected Tax Revenues Without Abatement - Real Property	Projected PILOT Amount - Real Property	Projected Tax Abatement - Real Property	Projected Tax Revenues Without Abatement - Personal Property	Projected PILOT Amount - Personal Property	Projected Tax Abatement - Personal Property
Independence School District	5.2371	\$ 27,516	\$ 280,403,658	\$ 6,250,093	\$ 274,153,565	\$ 4,572,046,609	\$ 457,204,661	\$ 4,114,841,948
Fort Osage School District	6.2500	12,976	37,923,150	845,665	37,077,486	618,339,554	61,833,955	556,505,599
Mid-Continent Library District	0.3119	2,286	18,592,198	414,432	18,177,766	303,149,790	30,314,979	272,834,811
Metropolitan Junior College	0.1767	1,295	10,532,996	234,787	10,298,209	171,742,763	17,174,276	154,568,487
Mental Health	0.0969	710	5,776,159	128,754	5,647,405	94,181,515	9,418,152	84,763,364
Jackson County	0.5556	4,073	33,119,030	738,244	32,380,786	540,012,899	54,001,290	486,011,609
City of Independence	0.6657	4,880	39,682,034	884,537	38,797,496	-	-	-
Board of Disabled Services	0.0728	534	4,339,570	96,732	4,242,839	70,757,630	7,075,763	63,681,867
State of Missouri	0.0300	220	1,788,285	39,862	1,748,423	29,158,364	2,915,836	26,242,527
Surtax	1.4370	-	85,658,396	1,908,956	83,749,440	-	-	-
		\$ 54,489	\$ 517,815,476	\$ 11,542,062	\$ 506,273,415	\$ 6,399,389,123	\$ 639,938,912	\$ 5,759,450,211

- Notes:
- 1. The Project Site is, and the Project will be, located partially in each of two school districts. Projected tax revenues without the Project have been allocated based on existing assessed values. All other projected amounts have been allocated based on anticipated location of improvements and equipment, allocated as shown on the Project Assumptions page. This allocation is subject to change with actual Project implementation.
 - 2. The City of Independence does not impose its property tax levies on personal property.
 - 3. The merchants' and manufacturers' replacement tax (or surtax) is imposed only on commercial real property.

Projected Tax Revenues on Project Site Without Project (No Abatement)

Estimated Assessed Value of Project Site		\$	30,119	\$	30,119	\$	30,721	\$	30,721	\$	31,336	\$	31,336	\$	31,962	\$	31,962	\$	32,602	\$	32,602	\$	33,254
Taxing Jurisdiction	Tax Rate per \$100		2025		2026		2027		2028		2029		2030		2031		2032		2033		2034		2035
Independence School District	5.2371	\$	1,131	\$	1,131	\$	1,153	\$	1,153	\$	1,176	\$	1,176	\$	1,200	\$	1,200	\$	1,224	\$	1,224	\$	1,248
Fort Osage School District	6.2500		533		533		544		544		555		555		566		566		577		577		589
Mid-Continent Library District	0.3119		94		94		96		96		98		98		100		100		102		102		104
Metropolitan Junior College	0.1767		53		53		54		54		55		55		56		56		58		58		59
Mental Health	0.0969		29		29		30		30		30		30		31		31		32		32		32
Jackson County	0.5556		167		167		171		171		174		174		178		178		181		181		185
City of Independence	0.6657		201		201		205		205		209		209		213		213		217		217		221
Board of Disabled Services	0.0728		22		22		22		22		23		23		23		23		24		24		24
State of Missouri	0.0300		9		9		9		9		9		9		10		10		10		10		10
		\$	2,239	\$	2,239	\$	2,284	\$	2,284	\$	2,329	\$	2,329	\$	2,376	\$	2,376	\$	2,423	\$	2,423	\$	2,472

Estimated Assessed Value of Project Site		\$	33,254	\$	33,919	\$	33,919	\$	34,597	\$	34,597	\$	35,289	\$	35,289	\$	35,995	\$	35,995	\$	36,715	\$	36,715
Taxing Jurisdiction	Tax Rate per \$100	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	Total										
Independence School District	5.2371	\$ 1,248	\$ 1,273	\$ 1,273	\$ 1,299	\$ 1,299	\$ 1,325	\$ 1,325	\$ 1,351	\$ 1,351	\$ 1,378	\$ 1,378	\$ 27,516										
Fort Osage School District	6.2500	589	600	600	612	612	625	625	637	637	650	650	12,976										
Mid-Continent Library District	0.3119	104	106	106	108	108	110	110	112	112	115	115	2,286										
Metropolitan Junior College	0.1767	59	60	60	61	61	62	62	64	64	65	65	1,295										
Mental Health	0.0969	32	33	33	34	34	34	34	35	35	36	36	710										
Jackson County	0.5556	185	188	188	192	192	196	196	200	200	204	204	4,073										
City of Independence	0.6657	221	226	226	230	230	235	235	240	240	244	244	4,880										
Board of Disabled Services	0.0728	24	25	25	25	25	26	26	26	26	27	27	534										
State of Missouri	0.0300	10	10	10	10	10	11	11	11	11	11	11	220										
		\$ 2,472	\$ 2,521	\$ 2,521	\$ 2,572	\$ 2,572	\$ 2,623	\$ 2,623	\$ 2,676	\$ 2,676	\$ 2,729	\$ 2,729	\$ 54,489										

*Without the Project, use would remain agricultural and property would not be subject to surtax.

Projected Tax Revenues Without Abatement - Real Property

Estimated Assessed Value of Project Improvements		\$	30,119	\$	80,317	\$	19,514,764	\$	68,096,867	\$	116,680,607	\$	311,009,016	\$	317,229,197	\$	317,229,197	\$	323,573,781	\$	323,573,781	\$	330,045,256	\$	330,045,256
Taxing Jurisdiction	Tax Rate per \$100		2025		2026		2027		2028		2029		2030		2031		2032		2033		2034		2035		2036
Independence School District	5.2371	\$	1,131	\$	3,778	\$	917,978	\$	3,203,287	\$	5,488,674	\$	14,629,913	\$	14,922,511	\$	14,922,511	\$	15,220,961	\$	15,220,961	\$	15,525,380	\$	15,525,380
Fort Osage School District	6.2500		533		511		124,150		433,224		742,307		1,978,600		2,018,172		2,018,172		2,058,536		2,058,536		2,099,707		2,099,707
Mid-Continent Library District	0.3119		94		251		60,867		212,394		363,927		970,037		989,438		989,438		1,009,227		1,009,227		1,029,411		1,029,411
Metropolitan Junior College	0.1767		53		142		34,483		120,327		206,175		549,553		560,544		560,544		571,755		571,755		583,190		583,190
Mental Health	0.0969		29		78		18,910		65,986		113,064		301,368		307,395		307,395		313,543		313,543		319,814		319,814
Jackson County	0.5556		167		446		108,424		378,346		648,277		1,727,966		1,762,525		1,762,525		1,797,776		1,797,776		1,833,731		1,833,731
City of Independence	0.6657		201		535		129,910		453,321		776,743		2,070,387		2,111,795		2,111,795		2,154,031		2,154,031		2,197,111		2,197,111
Board of Disabled Services	0.0728		22		58		14,207		49,575		84,943		226,415		230,943		230,943		235,562		235,562		240,273		240,273
State of Missouri	0.0300		9		24		5,854		20,429		35,004		93,303		95,169		95,169		97,072		97,072		99,014		99,014
Surtax	1.4370		-		1,154		280,427		978,552		1,676,700		4,469,200		4,558,584		4,558,584		4,649,755		4,649,755		4,742,750		4,742,750
		\$	2,239	\$	6,977	\$	1,695,209	\$	5,915,441	\$	10,135,815	\$	27,016,741	\$	27,557,076	\$	27,557,076	\$	28,108,217	\$	28,108,217	\$	28,670,382	\$	28,670,382

Estimated Assessed Value of Project Improvements	\$	336,646,161	\$ 336,646,161	\$ 343,379,084	\$ 343,379,084	\$ 350,246,666	\$ 350,246,666	\$ 357,251,599	\$ 357,251,599	\$ 364,396,631	\$ 364,396,631	
Taxing Jurisdiction	Tax Rate per \$100	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	Total
Independence School District	5.2371	\$ 15,835,888	\$ 15,835,888	\$ 16,152,606	\$ 16,152,606	\$ 16,475,658	\$ 16,475,658	\$ 16,805,171	\$ 16,805,171	\$ 17,141,274	\$ 17,141,274	\$ 280,403,658
Fort Osage School District	6.2500	2,141,701	2,141,701	2,184,535	2,184,535	2,228,226	2,228,226	2,272,790	2,272,790	2,318,246	2,318,246	37,923,150
Mid-Continent Library District	0.3119	1,049,999	1,049,999	1,070,999	1,070,999	1,092,419	1,092,419	1,114,268	1,114,268	1,136,553	1,136,553	18,592,198
Metropolitan Junior College	0.1767	594,854	594,854	606,751	606,751	618,886	618,886	631,264	631,264	643,889	643,889	10,532,996
Mental Health	0.0969	326,210	326,210	332,734	332,734	339,389	339,389	346,177	346,177	353,100	353,100	5,776,159
Jackson County	0.5556	1,870,406	1,870,406	1,907,814	1,907,814	1,945,970	1,945,970	1,984,890	1,984,890	2,024,588	2,024,588	33,119,030
City of Independence	0.6657	2,241,054	2,241,054	2,285,875	2,285,875	2,331,592	2,331,592	2,378,224	2,378,224	2,425,788	2,425,788	39,682,034
Board of Disabled Services	0.0728	245,078	245,078	249,980	249,980	254,980	254,980	260,079	260,079	265,281	265,281	4,339,570
State of Missouri	0.0300	100,994	100,994	103,014	103,014	105,074	105,074	107,175	107,175	109,319	109,319	1,788,285
Surtax	1.4370	4,837,605	4,837,605	4,934,357	4,934,357	5,033,045	5,033,045	5,133,705	5,133,705	5,236,380	5,236,380	85,658,396
	\$	29,243,789	\$ 29,243,789	\$ 29,828,665	\$ 29,828,665	\$ 30,425,238	\$ 30,425,238	\$ 31,033,743	\$ 31,033,743	\$ 31,654,418	\$ 31,654,418	\$ 517,815,476

Projected PILOT Amount - Real Property

Estimated Assessed Value of Project Improvements	\$	30,119	\$	80,317	\$	19,514,764	\$	68,096,867	\$	116,680,607	\$	311,009,016	\$	317,229,197	\$	317,229,197	\$	323,573,781	\$	323,573,781	\$	330,045,256	\$	330,045,256
	Tax Rate per																							
Taxing Jurisdiction	\$100	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036											
Independence School District	5.2371	\$ 1,131	\$ 3,778	\$ 10,249	\$ 35,871	\$ 61,493	\$ 163,981	\$ 163,981	\$ 163,981	\$ 163,981	\$ 163,981	\$ 163,981	\$ 163,981											
Fort Osage School District	6.2500	533	511	1,386	4,851	8,317	22,177	22,177	22,177	22,177	22,177	22,177	22,177											
Mid-Continent Library District	0.3119	94	251	680	2,378	4,077	10,873	10,873	10,873	10,873	10,873	10,873	10,873											
Metropolitan Junior College	0.1767	53	142	385	1,347	2,310	6,160	6,160	6,160	6,160	6,160	6,160	6,160											
Mental Health	0.0969	29	78	211	739	1,267	3,378	3,378	3,378	3,378	3,378	3,378	3,378											
Jackson County	0.5556	167	446	1,211	4,237	7,263	19,368	19,368	19,368	19,368	19,368	19,368	19,368											
City of Independence	0.6657	201	535	1,450	5,076	8,702	23,206	23,206	23,206	23,206	23,206	23,206	23,206											
Board of Disabled Services	0.0728	22	58	159	555	952	2,538	2,538	2,538	2,538	2,538	2,538	2,538											
State of Missouri	0.0300	9	24	65	229	392	1,046	1,046	1,046	1,046	1,046	1,046	1,046											
Surtax	1.4370	-	1,154	3,131	10,958	18,785	50,093	50,093	50,093	50,093	50,093	50,093	50,093											
		\$ 2,239	\$ 6,977	\$ 18,926	\$ 66,242	\$ 113,558	\$ 302,820	\$ 302,820	\$ 302,820	\$ 302,820	\$ 302,820	\$ 302,820	\$ 302,820											

Estimated Assessed Value of Project Improvements		\$ 336,646,161	\$ 336,646,161	\$ 343,379,084	\$ 343,379,084	\$ 350,246,666	\$ 350,246,666	\$ 357,251,599	\$ 357,251,599	\$ 364,396,631	\$ 364,396,631	
	Tax Rate per											
Taxing Jurisdiction	\$100	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	Total
Independence School District	5.2371	\$ 163,981	\$ 163,981	\$ 210,833	\$ 269,397	\$ 339,675	\$ 445,091	\$ 562,220	\$ 726,201	\$ 925,321	\$ 1,183,005	\$ 6,250,093
Fort Osage School District	6.2500	22,177	22,177	28,514	36,434	45,939	60,196	76,037	98,214	125,144	159,994	845,665
Mid-Continent Library District	0.3119	10,873	10,873	13,979	17,862	22,522	29,512	37,278	48,151	61,353	78,439	414,432
Metropolitan Junior College	0.1767	6,160	6,160	7,920	10,120	12,759	16,719	21,119	27,279	34,758	44,438	234,787
Mental Health	0.0969	3,378	3,378	4,343	5,549	6,997	9,169	11,581	14,959	19,061	24,369	128,754
Jackson County	0.5556	19,368	19,368	24,902	31,819	40,120	52,571	66,405	85,773	109,291	139,727	738,244
City of Independence	0.6657	23,206	23,206	29,836	38,124	48,070	62,988	79,564	102,770	130,949	167,416	884,537
Board of Disabled Services	0.0728	2,538	2,538	3,263	4,169	5,257	6,888	8,701	11,239	14,320	18,308	96,732
State of Missouri	0.0300	1,046	1,046	1,345	1,718	2,166	2,839	3,586	4,631	5,901	7,545	39,862
Surtax	1.4370	50,093	50,093	64,406	82,296	103,765	135,968	171,749	221,843	282,670	361,389	1,908,956
		\$ 302,820	\$ 302,820	\$ 389,340	\$ 497,490	\$ 627,270	\$ 821,940	\$ 1,038,240	\$ 1,341,060	\$ 1,708,770	\$ 2,184,630	\$ 11,542,062

Projected Tax Abatement - Real Property

Estimated Assessed Value of Project Improvements		\$	30,119	\$	80,317	\$	19,514,764	\$	68,096,867	\$	116,680,607	\$	311,009,016	\$	317,229,197	\$	317,229,197	\$	323,573,781	\$	323,573,781	\$	330,045,256	\$	330,045,256
Taxing Jurisdiction	Tax Rate per \$100	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036												
Independence School District	5.2371	\$ -	\$ -	\$ 907,729	\$ 3,167,416	\$ 5,427,181	\$ 14,465,932	\$ 14,758,530	\$ 14,758,530	\$ 15,056,980	\$ 15,056,980	\$ 15,361,399	\$ 15,361,399												
Fort Osage School District	6.2500	-	-	122,764	428,372	733,991	1,956,423	1,995,995	1,995,995	2,036,359	2,036,359	2,077,529	2,077,529												
Mid-Continent Library District	0.3119	-	-	60,187	210,016	359,850	959,164	978,565	978,565	998,354	998,354	1,018,538	1,018,538												
Metropolitan Junior College	0.1767	-	-	34,098	118,980	203,865	543,393	554,384	554,384	565,595	565,595	577,030	577,030												
Mental Health	0.0969	-	-	18,699	65,247	111,797	297,990	304,017	304,017	310,165	310,165	316,436	316,436												
Jackson County	0.5556	-	-	107,214	374,109	641,014	1,708,598	1,743,157	1,743,157	1,778,408	1,778,408	1,814,363	1,814,363												
City of Independence	0.6657	-	-	128,459	448,244	768,040	2,047,181	2,088,589	2,088,589	2,130,825	2,130,825	2,173,905	2,173,905												
Board of Disabled Services	0.0728	-	-	14,048	49,019	83,992	223,877	228,405	228,405	233,024	233,024	237,735	237,735												
State of Missouri	0.0300	-	-	5,789	20,200	34,612	92,257	94,123	94,123	96,026	96,026	97,968	97,968												
Surtax	1.4370	-	-	277,296	967,594	1,657,915	4,419,106	4,508,490	4,508,490	4,599,662	4,599,662	4,692,657	4,692,657												
		\$ -	\$ -	\$ 1,676,283	\$ 5,849,199	\$ 10,022,257	\$ 26,713,921	\$ 27,254,256	\$ 27,254,256	\$ 27,805,397	\$ 27,805,397	\$ 28,367,562	\$ 28,367,562												

Estimated Assessed Value of Project Improvements \$ 336,646,161 \$ 336,646,161 \$ 343,379,084 \$ 343,379,084 \$ 350,246,666 \$ 350,246,666 \$ 357,251,599 \$ 357,251,599 \$ 364,396,631 \$ 364,396,631

Taxing Jurisdiction	Tax Rate per \$100	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	Total
Independence School District	5.2371	\$ 15,671,907	\$ 15,671,907	\$ 15,941,773	\$ 15,883,208	\$ 16,135,983	\$ 16,030,567	\$ 16,242,951	\$ 16,078,970	\$ 16,215,953	\$ 15,958,269	\$ 274,153,565
Fort Osage School District	6.2500	2,119,523	2,119,523	2,156,021	2,148,101	2,182,287	2,168,030	2,196,753	2,174,576	2,193,102	2,158,252	37,077,486
Mid-Continent Library District	0.3119	1,039,127	1,039,127	1,057,020	1,053,137	1,069,897	1,062,908	1,076,990	1,066,117	1,075,200	1,058,114	18,177,766
Metropolitan Junior College	0.1767	588,694	588,694	598,831	596,631	606,126	602,167	610,145	603,985	609,130	599,451	10,298,209
Mental Health	0.0969	322,832	322,832	328,391	327,185	332,392	330,220	334,595	331,217	334,039	328,731	5,647,405
Jackson County	0.5556	1,851,038	1,851,038	1,882,912	1,875,995	1,905,851	1,893,400	1,918,485	1,899,117	1,915,296	1,884,861	32,380,786
City of Independence	0.6657	2,217,847	2,217,847	2,256,038	2,247,750	2,283,522	2,268,604	2,298,660	2,275,454	2,294,839	2,258,373	38,797,496
Board of Disabled Services	0.0728	242,541	242,541	246,717	245,811	249,723	248,091	251,378	248,840	250,960	246,972	4,242,839
State of Missouri	0.0300	99,948	99,948	101,669	101,296	102,908	102,235	103,590	102,544	103,418	101,774	1,748,423
Surtax	1.4370	4,787,512	4,787,512	4,869,952	4,852,061	4,929,279	4,897,077	4,961,956	4,911,863	4,953,709	4,874,991	83,749,440
		\$ 28,940,969	\$ 28,940,969	\$ 29,439,325	\$ 29,331,175	\$ 29,797,968	\$ 29,603,298	\$ 29,995,503	\$ 29,692,683	\$ 29,945,648	\$ 29,469,788	\$ 506,273,415

Projected Tax Revenues Without Abatement- Personal Property

Estimated Assessed Value of Personal Property		\$	1,133,220,000	\$	3,815,174,000	\$	5,692,541,800	\$	6,951,171,480	\$	4,617,849,280	\$	3,857,925,280	\$	5,059,138,480	\$	6,048,061,800	\$6,951,171,480	\$4,617,849,280		
Taxing Jurisdiction	Tax Rate per \$100		2028		2029		2030		2031		2032		2033		2034		2035		2036		2037
Independence School District	5.2371	\$	53,306,845	\$	179,466,380	\$	267,778,054	\$	326,984,190	\$	217,224,350	\$	181,477,407	\$	237,982,663	\$	284,501,770	\$	326,984,190	\$	217,224,350
Fort Osage School District	6.2500		7,209,404		24,271,660		36,215,239		44,222,484		29,378,180		24,543,638		32,185,607		38,477,013		44,222,484		29,378,180
Mid-Continent Library District	0.3119		3,534,513		11,899,528		17,755,038		21,680,704		14,403,072		12,032,869		15,779,453		18,863,905		21,680,704		14,403,072
Metropolitan Junior College	0.1767		2,002,400		6,741,412		10,058,721		12,282,720		8,159,740		6,816,954		8,939,498		10,686,925		12,282,720		8,159,740
Mental Health	0.0969		1,098,090		3,696,904		5,516,073		6,735,685		4,474,696		3,738,330		4,902,305		5,860,572		6,735,685		4,474,696
Jackson County	0.5556		6,296,170		21,197,107		31,627,762		38,620,709		25,656,771		21,434,633		28,108,573		33,603,031		38,620,709		25,656,771
Board of Disabled Services	0.0728		824,984		2,777,447		4,144,170		5,060,453		3,361,794		2,808,570		3,683,053		4,402,989		5,060,453		3,361,794
State of Missouri	0.0300		339,966		1,144,552		1,707,763		2,085,351		1,385,355		1,157,378		1,517,742		1,814,419		2,085,351		1,385,355
		\$	74,612,373	\$	251,194,989	\$	374,802,821	\$	457,672,296	\$	304,043,957	\$	254,009,778	\$	333,098,893	\$	398,210,624	\$	457,672,296	\$	304,043,957

Estimated Assessed Value of Personal Property		\$	3,857,925,280	\$	5,059,138,480	\$	6,048,061,800	\$	6,951,171,480	\$	4,617,849,280	\$	3,857,925,280	\$	5,059,138,480	\$	6,048,061,800	\$6,951,171,480		
Taxing Jurisdiction	Tax Rate per \$100		2038		2039		2040		2041		2042		2043		2044		2045		2046	Total
Independence School District	5.2371	\$	181,477,407	\$	237,982,663	\$	284,501,770	\$	326,984,190	\$	217,224,350	\$	181,477,407	\$	237,982,663	\$	284,501,770	\$	326,984,190	\$4,572,046,609
Fort Osage School District	6.2500		24,543,638		32,185,607		38,477,013		44,222,484		29,378,180		24,543,638		32,185,607		38,477,013		44,222,484	618,339,554
Mid-Continent Library District	0.3119		12,032,869		15,779,453		18,863,905		21,680,704		14,403,072		12,032,869		15,779,453		18,863,905		21,680,704	303,149,790
Metropolitan Junior College	0.1767		6,816,954		8,939,498		10,686,925		12,282,720		8,159,740		6,816,954		8,939,498		10,686,925		12,282,720	171,742,763
Mental Health	0.0969		3,738,330		4,902,305		5,860,572		6,735,685		4,474,696		3,738,330		4,902,305		5,860,572		6,735,685	94,181,515
Jackson County	0.5556		21,434,633		28,108,573		33,603,031		38,620,709		25,656,771		21,434,633		28,108,573		33,603,031		38,620,709	540,012,899
Board of Disabled Services	0.0728		2,808,570		3,683,053		4,402,989		5,060,453		3,361,794		2,808,570		3,683,053		4,402,989		5,060,453	70,757,630
State of Missouri	0.0300		1,157,378		1,517,742		1,814,419		2,085,351		1,385,355		1,157,378		1,517,742		1,814,419		2,085,351	29,158,364
		\$	254,009,778	\$	333,098,893	\$	398,210,624	\$	457,672,296	\$	304,043,957	\$	254,009,778	\$	333,098,893	\$	398,210,624	\$	457,672,296	\$6,399,389,123

Personal Property Assessed Value (5-Year Depreciation)											
		2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
2027	4,000,000,000	1,133,220,000	793,254,000	555,277,800	333,166,680	133,320,000					
2028	10,666,666,666		3,021,920,000	2,115,344,000	1,480,740,800	888,444,480	355,520,000				
2029	10,666,666,667			3,021,920,000	2,115,344,000	1,480,740,800	888,444,480	355,520,000			
2030	10,666,666,667				3,021,920,000	2,115,344,000	1,480,740,800	888,444,480	355,520,000		
2032	4,000,000,000						1,133,220,000	793,254,000	555,277,800	333,166,680	133,320,000
2033	10,666,666,666							3,021,920,000	2,115,344,000	1,480,740,800	888,444,480
2034	10,666,666,667								3,021,920,000	2,115,344,000	1,480,740,800
2035	10,666,666,667									3,021,920,000	2,115,344,000
		1,133,220,000	3,815,174,000	5,692,541,800	6,951,171,480	4,617,849,280	3,857,925,280	5,059,138,480	6,048,061,800	6,951,171,480	4,617,849,280

Personal Property Assessed Value (5-Year Depreciation)										
		2038	2039	2040	2041	2042	2043	2044	2045	2046
2033	10,666,666,666	355,520,000								
2034	10,666,666,667	888,444,480	355,520,000							
2035	10,666,666,667	1,480,740,800	888,444,480	355,520,000						
2037	4,000,000,000	1,133,220,000	793,254,000	555,277,800	333,166,680	133,320,000				
2038	10,666,666,666		3,021,920,000	2,115,344,000	1,480,740,800	888,444,480	355,520,000			
2039	10,666,666,667			3,021,920,000	2,115,344,000	1,480,740,800	888,444,480	355,520,000		
2040	10,666,666,667				3,021,920,000	2,115,344,000	1,480,740,800	888,444,480	355,520,000	
2042	4,000,000,000						1,133,220,000	793,254,000	555,277,800	333,166,680
2043	10,666,666,666							3,021,920,000	2,115,344,000	1,480,740,800
2044	10,666,666,667								3,021,920,000	2,115,344,000
2045	10,666,666,667									3,021,920,000
		3,857,925,280	5,059,138,480	6,048,061,800	6,951,171,480	4,617,849,280	3,857,925,280	5,059,138,480	6,048,061,800	6,951,171,480

Projected PILOT Amount - Personal Property

Estimated Assessed Value of Personal Property Acquired in 2027 PILOT Payment	\$1,133,220,000 10.00%	\$ 793,254,000 10.00%	\$ 555,277,800 10.00%	\$ 333,166,680 10.00%	\$ 133,320,000 10.00%							
Estimated Assessed Value of Personal Property Acquired in 2028 PILOT Payment		\$3,021,920,000 10.00%	\$2,115,344,000 10.00%	\$1,480,740,800 10.00%	\$ 888,444,480 10.00%	\$ 355,520,000 10.00%						
Estimated Assessed Value of Personal Property Acquired in 2029 PILOT Payment			\$3,021,920,000 10.00%	\$2,115,344,000 10.00%	\$1,480,740,800 10.00%	\$ 888,444,480 10.00%	\$ 355,520,000 10.00%					
Estimated Assessed Value of Personal Property Acquired in 2030 PILOT Payment				\$3,021,920,000 10.00%	\$2,115,344,000 10.00%	\$ 1,480,740,800 10.00%	\$ 888,444,480 10.00%	\$ 355,520,000 10.00%				
Estimated Assessed Value of Personal Property Acquired in 2032 PILOT Payment						\$ 1,133,220,000 10.00%	\$ 793,254,000 10.00%	\$ 555,277,800 10.00%	\$ 333,166,680 10.00%	\$ 133,320,000 10.00%		
Estimated Assessed Value of Personal Property Acquired in 2033 PILOT Payment							\$ 3,021,920,000 10.00%	\$ 2,115,344,000 10.00%	\$ 1,480,740,800 10.00%	\$ 888,444,480 10.00%		
Estimated Assessed Value of Personal Property Acquired in 2034 PILOT Payment								\$ 3,021,920,000 10.00%	\$ 2,115,344,000 10.00%	\$1,480,740,800 10.00%		
Estimated Assessed Value of Personal Property Acquired in 2035 PILOT Payment									\$ 3,021,920,000 10.00%	\$2,115,344,000 10.00%		
Taxing Jurisdiction	Tax Rate per \$100	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
Independence School District	5.2371	\$ 5,330,685	\$ 17,946,638	\$ 26,777,805	\$ 32,698,419	\$ 21,722,435	\$ 18,147,741	\$ 23,798,266	\$ 28,450,177	\$ 32,698,419	\$ 21,722,435	
Fort Osage School District	6.2500	720,940	2,427,166	3,621,524	4,422,248	2,937,818	2,454,364	3,218,561	3,847,701	4,422,248	2,937,818	
Mid-Continent Library District	0.3119	353,451	1,189,953	1,775,504	2,168,070	1,440,307	1,203,287	1,577,945	1,886,390	2,168,070	1,440,307	
Metropolitan Junior College	0.1767	200,240	674,141	1,005,872	1,228,272	815,974	681,695	893,950	1,068,693	1,228,272	815,974	
Mental Health	0.0969	109,809	369,690	551,607	673,569	447,470	373,833	490,231	586,057	673,569	447,470	
Jackson County	0.5556	629,617	2,119,711	3,162,776	3,862,071	2,565,677	2,143,463	2,810,857	3,360,303	3,862,071	2,565,677	
Board of Disabled Services	0.0728	82,498	277,745	414,417	506,045	336,179	280,857	368,305	440,299	506,045	336,179	
State of Missouri	0.0300	33,997	114,455	170,776	208,535	138,535	115,738	151,774	181,442	208,535	138,535	
		\$ 7,461,237	\$ 25,119,499	\$ 37,480,282	\$ 45,767,230	\$ 30,404,396	\$ 25,400,978	\$ 33,309,889	\$ 39,821,062	\$ 45,767,230	\$ 30,404,396	

Projected PILOT Amount - Personal Property

Estimated Assessed Value of Personal Property Acquired in 2033 PILOT Payment	\$ 355,520,000 10.00%											
Estimated Assessed Value of Personal Property Acquired in 2034 PILOT Payment	\$ 888,444,480 10.00%	\$ 355,520,000 10.00%										
Estimated Assessed Value of Personal Property Acquired in 2035 PILOT Payment	\$1,480,740,800 10.00%	\$ 888,444,480 10.00%	\$ 355,520,000 10.00%									
Estimated Assessed Value of Personal Property Acquired in 2037 PILOT Payment	\$1,133,220,000 10.00%	\$ 793,254,000 10.00%	\$ 555,277,800 10.00%	\$ 333,166,680 10.00%	\$ 133,320,000 10.00%							
Estimated Assessed Value of Personal Property Acquired in 2038 PILOT Payment		\$3,021,920,000 10.00%	\$2,115,344,000 10.00%	\$1,480,740,800 10.00%	\$ 888,444,480 10.00%	\$ 355,520,000 10.00%						
Estimated Assessed Value of Personal Property Acquired in 2039 PILOT Payment			\$3,021,920,000 10.00%	\$2,115,344,000 10.00%	\$1,480,740,800 10.00%	\$ 888,444,480 10.00%	\$ 355,520,000 10.00%					
Estimated Assessed Value of Personal Property Acquired in 2040 PILOT Payment				\$3,021,920,000 10.00%	\$2,115,344,000 10.00%	\$ 1,480,740,800 10.00%	\$ 888,444,480 10.00%	\$ 355,520,000 10.00%				
Estimated Assessed Value of Personal Property Acquired in 2042 PILOT Payment						\$ 1,133,220,000 10.00%	\$ 793,254,000 10.00%	\$ 555,277,800 10.00%	\$ 333,166,680 10.00%			
Estimated Assessed Value of Personal Property Acquired in 2043 PILOT Payment							\$ 3,021,920,000 10.00%	\$ 2,115,344,000 10.00%	\$ 1,480,740,800 10.00%			
Estimated Assessed Value of Personal Property Acquired in 2044 PILOT Payment								\$ 3,021,920,000 10.00%	\$ 2,115,344,000 10.00%			
Estimated Assessed Value of Personal Property Acquired in 2045 PILOT Payment										\$ 3,021,920,000 10.00%		

Taxing Jurisdiction	Tax Rate per \$100	2038	2039	2040	2041	2042	2043	2044	2045	2046	Total
Independence School District	5.2371	\$ 18,147,741	\$ 23,798,266	\$ 28,450,177	\$ 32,698,419	\$ 21,722,435	\$ 18,147,741	\$ 23,798,266	\$ 28,450,177	\$ 32,698,419	\$ 457,204,661
Fort Osage School District	6.2500	2,454,364	3,218,561	3,847,701	4,422,248	2,937,818	2,454,364	3,218,561	3,847,701	4,422,248	61,833,955
Mid-Continent Library District	0.3119	1,203,287	1,577,945	1,886,390	2,168,070	1,440,307	1,203,287	1,577,945	1,886,390	2,168,070	30,314,979
Metropolitan Junior College	0.1767	681,695	893,950	1,068,693	1,228,272	815,974	681,695	893,950	1,068,693	1,228,272	17,174,276
Mental Health	0.0969	373,833	490,231	586,057	673,569	447,470	373,833	490,231	586,057	673,569	9,418,152
Jackson County	0.5556	2,143,463	2,810,857	3,360,303	3,862,071	2,565,677	2,143,463	2,810,857	3,360,303	3,862,071	54,001,290
Board of Disabled Services	0.0728	280,857	368,305	440,299	506,045	336,179	280,857	368,305	440,299	506,045	7,075,763
State of Missouri	0.0300	115,738	151,774	181,442	208,535	138,535	115,738	151,774	181,442	208,535	2,915,836
		\$ 25,400,978	\$ 33,309,889	\$ 39,821,062	\$ 45,767,230	\$ 30,404,396	\$ 25,400,978	\$ 33,309,889	\$ 39,821,062	\$ 45,767,230	\$ 639,938,912

Projected Tax Abatement - Personal Property

Estimated Assessed Value of Personal Property Acquired in 2027 Abatement Percentage	\$1,133,220,000 90.00%	\$ 793,254,000 90.00%	\$ 555,277,800 90.00%	\$ 333,166,680 90.00%	\$ 133,320,000 90.00%							
Estimated Assessed Value of Personal Property Acquired in 2028 Abatement Percentage		\$3,021,920,000 90.00%	\$2,115,344,000 90.00%	\$1,480,740,800 90.00%	\$ 888,444,480 90.00%	\$ 355,520,000 90.00%						
Estimated Assessed Value of Personal Property Acquired in 2029 Abatement Percentage			\$3,021,920,000 90.00%	\$2,115,344,000 90.00%	\$1,480,740,800 90.00%	\$ 888,444,480 90.00%	\$ 355,520,000 90.00%					
Estimated Assessed Value of Personal Property Acquired in 2030 Abatement Percentage				\$3,021,920,000 90.00%	\$2,115,344,000 90.00%	\$ 1,480,740,800 90.00%	\$ 888,444,480 90.00%	\$ 355,520,000 90.00%				
Estimated Assessed Value of Personal Property Acquired in 2032 Abatement Percentage						\$ 1,133,220,000 90.00%	\$ 793,254,000 90.00%	\$ 555,277,800 90.00%	\$ 333,166,680 90.00%	\$ 133,320,000 90.00%		
Estimated Assessed Value of Personal Property Acquired in 2033 Abatement Percentage							\$ 3,021,920,000 90.00%	\$ 2,115,344,000 90.00%	\$ 1,480,740,800 90.00%	\$ 888,444,480 90.00%		
Estimated Assessed Value of Personal Property Acquired in 2034 Abatement Percentage								\$ 3,021,920,000 90.00%	\$ 2,115,344,000 90.00%	\$1,480,740,800 90.00%		
Estimated Assessed Value of Personal Property Acquired in 2035 Abatement Percentage									\$ 3,021,920,000 90.00%	\$2,115,344,000 90.00%		
Taxing Jurisdiction	Tax Rate per \$100	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
Independence School District	5.2371	\$ 47,976,161	\$ 161,519,742	\$ 241,000,248	\$ 294,285,771	\$ 195,501,915	\$ 163,329,666	\$ 214,184,397	\$ 256,051,593	\$ 294,285,771	\$ 195,501,915	
Fort Osage School District	6.2500	6,488,464	21,844,494	32,593,715	39,800,236	26,440,362	22,089,275	28,967,046	34,629,312	39,800,236	26,440,362	
Mid-Continent Library District	0.3119	3,181,062	10,709,575	15,979,534	19,512,633	12,962,765	10,829,582	14,201,508	16,977,514	19,512,633	12,962,765	
Metropolitan Junior College	0.1767	1,802,160	6,067,271	9,052,849	11,054,448	7,343,766	6,135,259	8,045,548	9,618,233	11,054,448	7,343,766	
Mental Health	0.0969	988,281	3,327,213	4,964,466	6,062,117	4,027,226	3,364,497	4,412,075	5,274,515	6,062,117	4,027,226	
Jackson County	0.5556	5,666,553	19,077,396	28,464,986	34,758,638	23,091,094	19,291,170	25,297,716	30,242,728	34,758,638	23,091,094	
Board of Disabled Services	0.0728	742,486	2,499,702	3,729,753	4,554,408	3,025,615	2,527,713	3,314,748	3,962,690	4,554,408	3,025,615	
State of Missouri	0.0300	305,969	1,030,097	1,536,986	1,876,816	1,246,819	1,041,640	1,365,967	1,632,977	1,876,816	1,246,819	
		\$ 67,151,136	\$ 226,075,490	\$ 337,322,539	\$ 411,905,067	\$ 273,639,561	\$ 228,608,800	\$ 299,789,004	\$ 358,389,562	\$ 411,905,067	\$ 273,639,561	

Projected Tax Abatement - Personal Property

Estimated Assessed Value of Personal Property Acquired in 2033 Abatement Percentage	\$ 355,520,000 90.00%											
Estimated Assessed Value of Personal Property Acquired in 2034 Abatement Percentage	\$ 888,444,480 90.00%	\$ 355,520,000 90.00%										
Estimated Assessed Value of Personal Property Acquired in 2035 Abatement Percentage	\$1,480,740,800 90.00%	\$ 888,444,480 90.00%	\$ 355,520,000 90.00%									
Estimated Assessed Value of Personal Property Acquired in 2037 Abatement Percentage	\$1,133,220,000 90.00%	\$ 793,254,000 90.00%	\$ 555,277,800 90.00%	\$ 333,166,680 90.00%	\$ 133,320,000 90.00%							
Estimated Assessed Value of Personal Property Acquired in 2038 Abatement Percentage		\$3,021,920,000 90.00%	\$2,115,344,000 90.00%	\$1,480,740,800 90.00%	\$ 888,444,480 90.00%	\$ 355,520,000 90.00%						
Estimated Assessed Value of Personal Property Acquired in 2039 Abatement Percentage			\$3,021,920,000 90.00%	\$2,115,344,000 90.00%	\$1,480,740,800 90.00%	\$ 888,444,480 90.00%	\$ 355,520,000 90.00%					
Estimated Assessed Value of Personal Property Acquired in 2040 Abatement Percentage				\$3,021,920,000 90.00%	\$2,115,344,000 90.00%	\$ 1,480,740,800 90.00%	\$ 888,444,480 90.00%	\$ 355,520,000 90.00%				
Estimated Assessed Value of Personal Property Acquired in 2042 Abatement Percentage						\$ 1,133,220,000 90.00%	\$ 793,254,000 90.00%	\$ 555,277,800 90.00%	\$ 333,166,680 90.00%			
Estimated Assessed Value of Personal Property Acquired in 2043 Abatement Percentage							\$ 3,021,920,000 90.00%	\$ 2,115,344,000 90.00%	\$ 1,480,740,800 90.00%			
Estimated Assessed Value of Personal Property Acquired in 2044 Abatement Percentage								\$ 3,021,920,000 90.00%	\$ 2,115,344,000 90.00%			
Estimated Assessed Value of Personal Property Acquired in 2045 Abatement Percentage										\$ 3,021,920,000 90.00%		

Taxing Jurisdiction	Tax Rate per \$100	2038	2039	2040	2041	2042	2043	2044	2045	2046	Total
Independence School District	5.2371	\$ 163,329,666	\$ 214,184,397	\$ 256,051,593	\$ 294,285,771	\$ 195,501,915	\$ 163,329,666	\$ 214,184,397	\$ 256,051,593	\$ 294,285,771	\$4,114,841,948
Fort Osage School District	6.2500	22,089,275	28,967,046	34,629,312	39,800,236	26,440,362	22,089,275	28,967,046	34,629,312	39,800,236	556,505,599
Mid-Continent Library District	0.3119	10,829,582	14,201,508	16,977,514	19,512,633	12,962,765	10,829,582	14,201,508	16,977,514	19,512,633	272,834,811
Metropolitan Junior College	0.1767	6,135,259	8,045,548	9,618,233	11,054,448	7,343,766	6,135,259	8,045,548	9,618,233	11,054,448	154,568,487
Mental Health	0.0969	3,364,497	4,412,075	5,274,515	6,062,117	4,027,226	3,364,497	4,412,075	5,274,515	6,062,117	84,763,364
Jackson County	0.5556	19,291,170	25,297,716	30,242,728	34,758,638	23,091,094	19,291,170	25,297,716	30,242,728	34,758,638	486,011,609
Board of Disabled Services	0.0728	2,527,713	3,314,748	3,962,690	4,554,408	3,025,615	2,527,713	3,314,748	3,962,690	4,554,408	63,681,867
State of Missouri	0.0300	1,041,640	1,365,967	1,632,977	1,876,816	1,246,819	1,041,640	1,365,967	1,632,977	1,876,816	26,242,527
		\$ 228,608,800	\$ 299,789,004	\$ 358,389,562	\$ 411,905,067	\$ 273,639,561	\$ 228,608,800	\$ 299,789,004	\$ 358,389,562	\$ 411,905,067	\$5,759,450,211

**CITY OF INDEPENDENCE, MISSOURI,
the City**

AND

**BOKF, N.A.,
as Trustee**

TRUST INDENTURE

Dated as of February 1, 2026

Relating to:

**\$6,609,000,000
(Aggregate Maximum Principal Amount)
City of Independence, Missouri
Taxable Industrial Development Revenue Bonds
(Nebius Project - Real Property)
Series 2026**

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of February 1, 2026 (the “Indenture”), is between the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “City”), and **BOKEF, N.A.**, Kansas City, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in Kansas City, Missouri, as Trustee (the “Trustee”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “**Act**”), to purchase, construct, extend and improve certain “projects” (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing, office industry and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the “Ordinance”) on _____, 2026, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026, in the maximum principal amount of \$6,609,000,000 (the “Bonds”), for the purpose of acquiring, constructing and improving certain real property located at and surrounding 501 North Bly Road in the City (the “Project Site,” as more fully described on **Exhibit A** hereto), including the construction and improvement of multiple buildings with a combined square footage of approximately 2,100,000 square feet on the Project Site (the “Project Improvements,” as more fully described on **Exhibit B** hereto).

3. The Ordinance authorizes the City to lease the Project Site and the Project Improvements (collectively, the “Project”) to Missouri ADC Holdings, LLC, a Delaware limited liability company (the “Company”).

4. Pursuant to the Ordinance, the City is authorized to execute and deliver (a) this Indenture for the purpose of issuing and securing the Bonds, (b) the Lease Agreement of even date herewith (the “Lease”) with the Company, under which the City, as lessor, will, or will cause the Company to, construct and improve the Project and will lease the Project to the Company, as lessee, in consideration of rentals that will be sufficient to pay the principal of and interest on the Bonds, and (c) the Performance Agreement for the purpose of setting forth the terms and conditions of the Project’s exemption from ad valorem real property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns until this Indenture has been satisfied and discharged, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) Excluding the Unassigned Rights, all right, title and interest of the City in and to the Project together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) Excluding the Unassigned Rights, all right, title and interest of the City in, to and under the Lease, and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to 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 City or by anyone in its behalf, or with its 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 and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII** hereof), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights thereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are

to be issued, authenticated and delivered and that all 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 City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in **Section 1.1** of the Lease, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Act” means, collectively, Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended.

“Additional Rent” means the additional rental described in **Sections 5.2** and **6.2** of the Lease.

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

“Authorized Company Representative” means the Person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the Company by an authorized officer of the Company. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Company Representative.

“Basic Rent” means the rental described in **Section 5.1** of the Lease.

“Bond” or **“Bonds”** means the Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026, in the maximum aggregate principal amount of \$6,609,000,000, issued, authenticated and delivered under and pursuant to this Indenture.

“Bond Fund” means the “City of Independence, Missouri, Bond Fund (Nebius Project - Real Property)” created in **Section 501** of this Indenture.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds, dated as of February 1, 2026, by and between the City and the Purchaser.

“Business Day” means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the payment office of the Trustee is required or authorized by law to remain closed.

“City” means the City of Independence, Missouri, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, and its successors and assigns.

“Closing Date” means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

“Closing Price” means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date.

“Company” means Missouri ADC Holdings, LLC, a Delaware limited liability company, and its successors or assigns.

“Completion Date” means the date of execution of the certificate required pursuant to **Section 504** hereof.

“Costs of Issuance Fund” means the “City of Independence, Missouri, Costs of Issuance Fund (Nebius Project - Real Property)” created in **Section 501** hereof.

“Cumulative Outstanding Principal Amount” means an amount equal to the aggregate of all amounts paid into the Project Fund in accordance with the provisions of this Indenture, the Bond Purchase Agreement and the Lease, as reflected in the bond registration records maintained by the Trustee or in the Table of Cumulative Outstanding Principal Amount set forth in the form of Bond in **Section 402** hereof.

“Event of Default” means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

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

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

“Investment Securities” means any of the following securities:

- (a) Government Securities;
- (b) obligations of the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, and Farmers Home Administration;
- (c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;
- (d) certificates of deposit, whether negotiable or nonnegotiable, and U.S. dollar denominated deposit accounts 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 or any of its affiliates), provided that such certificates of deposit or deposit accounts shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(e) shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least \$100,000,000, and which shares, at the time of purchase, are rated by S&P and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature; or

(f) any other investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

"Lease" means the Lease Agreement dated as of February 1, 2026, between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, "Moody's" will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

"Outstanding" means, when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

(a) Bonds subsequently cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" or **"Bondowner"** means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

“Paying Agent” means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

“Payment Date” means the date on which principal or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

“Performance Agreement” means the Performance Agreement dated as of February 1, 2026, between the City and the Company, as amended and supplemented from time to time.

“Person” means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

“Project” means the Project Site and the Project Improvements as they may at any time exist.

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

- (a) all costs and expenses necessary or incident to the acquisition of the Project Site and the construction and improvement of the Project Improvements located on the Project Site;

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

- (c) all costs and expenses of every nature incurred in constructing and improving the Project Improvements and otherwise improving the Project Site, including the actual cost of labor and materials as payable to contractors, builders and materialmen in connection with the construction and improvement of the Project;

- (d) interest accruing on the Bonds during the construction period of the Project;

- (e) the cost of title insurance policies, if any, and the cost of any other insurance maintained during the construction period in accordance with **Article VII** of the Lease;

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

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

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

“Project Fund” means the “City of Independence, Missouri, Project Fund (Nebius Project - Real Property)” created in **Section 501** hereof.

“Project Improvements” means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved or located on the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached hereto, as the same may be adjusted in accordance with the Lease.

“Project Site” means all of the real estate as described in **Exhibit A** attached hereto and by this reference made a part hereof.

“Purchaser” means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds.

“S&P” means Standard & Poor’s Ratings Services, a division of McGraw Hill Financial, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, “S&P” will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

“State” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI** hereof.

“Supplemental Lease” means any supplement or amendment to the Lease entered into pursuant to **Article XII** hereof.

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

“Trustee” means BOKF, N.A., Kansas City, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

“Unassigned Rights” means (1) the City’s right to receive moneys for its own account, including but not limited to payments in lieu of taxes, (2) the City’s rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, and (3) the rights of the City to provide any consent or approval under the Lease and to enforce provisions of the Lease relating to the completion, condition or use of the Project (including but not limited to **Section 10.9** of the Lease).

Section 102. Rules of Interpretation.

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

(b) Wherever in this Indenture it is provided that 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 instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) Whenever an item or items are listed after the word “including”, such listing is not intended to be a listing that excludes items not listed.

(e) 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 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as “City of Independence, Missouri, Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026.” The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$6,609,000,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of certain rents, revenues and receipts derived by the City from the Project and the Lease (excluding the Unassigned Rights), and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and neither the City, the State or related political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit C** hereto, in the denomination of \$0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the payment office of any Paying Agent named in the Bonds. The payment of principal on the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206** hereof. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, upon written request, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Company (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the continental United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the continental United States.

(e) If the Company is the sole Owner of the Bonds, then the Company may set-off (by book entry or other reasonable means) its obligation to pay Basic Rent to the City as lessee under the Lease against the City's obligations to the Company as the bondholder under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Company may deliver to the Trustee for cancellation the Bonds and the Company shall receive a credit against the Basic Rent payable by the Company under **Section 5.1** of the Lease in an amount equal to the remaining principal on the Bond so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor or (Interim) City Manager and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons

as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit C** 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 purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

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

(b) The Bonds may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit D** hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The City or the Trustee may make a reasonable 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 before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately 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) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of \$6,609,000,000 for the purpose of providing funds to pay the costs of the Project, which Bonds shall be designated “City of Independence, Missouri, Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026.” The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on **December 1, 2046** (subject to prior redemption as provided in **Article III** hereof) and shall bear interest as specified in **Section 208(f)** hereof, payable on the dates specified in **Section 208(f)** hereof.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit C** hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee electronic copies of the following:

(1) The ordinance passed by the City Council authorizing the issuance of the Bonds and the execution of this Indenture, the Performance Agreement, the Bond Purchase Agreement and the Lease;

(2) Fully executed counterparts of this Indenture, the Lease, the Performance Agreement and the Bond Purchase Agreement;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit D** hereto;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Bonds and deliver the same to or at the direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Bonds constitute valid and legally binding limited and special revenue obligations of the City; and

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

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, either:

(1) The Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser; or

(2) The Company shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the Closing Price, and the Trustee shall authenticate and endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to the Company (or another purchaser designated by the Company).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the Closing Price.

(e) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease, and the Trustee shall, based solely of the amount set forth in the requisition, endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The Trustee shall be entitled to rely upon a written waiver of receipt and payment of such amounts as long as the Company and the Owner are the same entity. The date of endorsement of each Principal Amount Advanced (as defined in subsection (g) below) as set forth on **Schedule I** to the Bonds shall be the date of the City's approval of each requisition certificate. The Trustee shall keep a record of the total requisitions submitted, and shall notify the City if the requisitions submitted exceed the maximum Cumulative Outstanding Principal Amount of the Bonds permitted hereunder.

(f) The Bonds shall bear interest at the rate of **7.00%** per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2026, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount shall not exceed \$6,609,000,000 and further provided that the Bonds shall be paid in full no later than **December 1, 2046**. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the "Cumulative Outstanding Principal Amount." On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records the principal amount paid on the Bonds as "Principal Amount Redeemed," and shall enter the then Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit C** hereto. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company upon written request. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504** hereof, the Trustee, upon written request, to the extent it has not already done so pursuant to this Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case

of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City 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 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (1) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (2) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Sections 9.1** or **9.2** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) In connection with a redemption under paragraphs (a) or (b) of this Section, at its option, the Company may deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, 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. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)** hereof, the Company shall deliver written notice to the City and the Trustee that it has elected to direct the City to redeem all or a portion of the Bonds at least 40 days (10 days if the Company is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Company is the Owner) prior to the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit C** hereto. 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 requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

- (a) "City of Independence, Missouri, Project Fund (Nebius Project - Real Property)" (herein called the "Project Fund");

(b) “City of Independence, Missouri, Costs of Issuance Fund (Nebius Project - Real Property)” (herein called the “Costs of Issuance Fund”); and

(c) “City of Independence, Missouri, Bond Fund (Nebius Project - Real Property)” (herein called the “Bond Fund”).

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208** hereof), including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601** hereof, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and improving the Project shall pursuant to any directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company (or any other party that has made payment on behalf of the Company) for payment of, Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208** hereof, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Company in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of the requisition certificate.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the construction and improvement of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Deposits into and Disbursements from the Costs of Issuance Fund. Money deposited by the Company in the Costs of Issuance Fund shall be used solely to pay costs of issuing the Bonds or refunded to the Company as hereinafter provided. The Trustee shall without further authorization disburse from the Costs of Issuance Fund, to the extent available, money sufficient to pay the amounts shown in a closing memorandum or requisition certificate provided to the Trustee on or before the date of delivery of the Bonds, which shall have attached thereto the statements, invoices and related items described in said closing memorandum or requisition certificate. The Trustee may rely conclusively on the amounts due as shown in the closing memorandum or requisition certificate and will

not be required to make any independent inspection or investigation in connection therewith. Any of such money not used to pay costs of issuance by the date that is six months after the date of this Indenture shall be refunded to the Company.

Section 506. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902** hereof, upon the date of payment by the Trustee of any moneys due as provided in **Article IX** hereof, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits Into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (a) all accrued interest on the Bonds, if any, paid by the Purchaser; (b) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (c) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease that is not payable to the City; (d) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project or pursuant to **Section 506** hereof upon acceleration of the Bonds; (e) the balance of any Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (f) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (g) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (h) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) The Trustee shall notify the Company in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof or in **Section 4.6(a)** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest. To the extent the Company is the Owner of all of the Bonds Outstanding, payment may be made via transaction entry on the trust records held by Trustee.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** hereof so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture, the Lease, and the Performance Agreement, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 605. Repayment to the Company from the Bond Fund. After payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the reasonable fees, charges and expenses of the Trustee and the City and any other amounts required to be paid under this Indenture and the Lease, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein 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 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. Moneys in the Costs of Issuance fund shall be held un-invested. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee shall invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption before the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** hereof for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease (excluding the Unassigned Rights) as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and the interest on the Bonds as

they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City 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 the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements, and hereby authorizes the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder provided a copy of the originally filed financing statement is timely delivered to the Trustee. Unless otherwise notified in writing by the Company or City, the Trustee may conclusively rely upon any originally filed financing statements in filing any continuation statements hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all 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 Owners and the rights of the Trustee hereunder.

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

Section 807. Enforcement of Rights Under the Lease. The City covenants and agrees that it will enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Owners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the City and the Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for

the Unassigned Rights, any other rights of the City or the Trustee to receive payments owing to either of them for their own account under the Indenture, the Lease, and the Performance Agreement, or any other agreement related to the Bonds or for their rights of indemnification or to be protected from liabilities by insurance policies required by the Lease) if so directed in writing by the Owners of 100% of the Outstanding Bonds. The City agrees that the Trustee, as assignee of the rentals and other amounts to be received by the City and paid by the Company under the Lease, or in its name or in the name of the City, may enforce all rights of the City to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder. So long as not otherwise provided in this Indenture, the Company shall be permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

- (a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;
- (b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;
- (c) Default as specified in **Section 12.1** of the Lease has occurred; or
- (d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail to the Company, and the Company has had 30 days after receipt of such notice to correct said default or cause said default to be corrected and has not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company or the City (as the case may be) within such period and diligently pursued until the default is corrected.

Section 902. Acceleration of Maturity in Event of Default; Rescission. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice to the

Company and Trustee but with the written consent of the City, rescind and annul such declaration and its consequences if: (a) there is deposited with the Trustee a sum sufficient to pay: (1) all overdue installments of interest on all Bonds; (2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and (3) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and (b) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 910** of this Indenture.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** hereof elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project (excluding the Unassigned Rights) or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges having a lien that is senior to the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Performance Agreement. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908** hereof. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, 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 or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(b), (c), (d), (e)** or **(f)** of the Lease), or (2) the Owners of 25% in

aggregate principal amount of Bonds then Outstanding and indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to 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 and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** hereof or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)** hereof, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity 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 Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, 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, including **Section 1001(l)** hereof.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(b)** through **(f)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of any obligations outstanding under the Lease and the Performance Agreement, of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys fees and expenses) or amounts to be paid pursuant to **Section 903** hereof, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Person entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910** hereof, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it 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 dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid (including any amounts payable under the Performance Agreement), any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 602** hereof.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners 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 Owners 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; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds, and only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that (1) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(b), (c), (d) (e) or (f)** of the Lease, and (2) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Owners 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.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and

only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(I)** hereof, 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 their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not Trustee. The Trustee shall not be accountable for the use or application by the City or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture 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, 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 place 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 before taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Company Representative as sufficient evidence

of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee is under no duty to perform an independent investigation as to any statement or fact contained in any such certificate, opinion or advice it obtains regarding the accuracy or truth of any statement or correctness of any opinion. The Trustee shall not be liable for any action or inaction taken in good faith in reliance on such a certificate or any advice received from counsel, and the Trustee may conclusively rely as to the truth of the statements and the correctness of the opinions or statements expressed therein.

(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. In no event shall the Trustee be liable for consequential damages. The Trustee shall not be liable for any act or omission, in the absence of bad faith, when the Trustee reasonably believes the act or failure to act is authorized and within its powers to perform under the Indenture.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI** hereof, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the City pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

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

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, 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 City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except

liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(o) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred. The Trustee's right to compensation and indemnification relating to period during which it serves as Trustee hereunder shall survive the satisfaction and discharge of this Indenture or its resignation or removal hereunder and payment in full of the Bonds.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** hereof required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)**

hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor trustee become effective until such time as a successor trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such resignation.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the Company and the Owners and signed by the City. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such removal.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor or (Interim) City Manager and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than \$50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, 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; 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 City be required by any predecessor or 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 City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot 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) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), 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 City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

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

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year, within 90 days following the end of such year, to the City, the Company and to any Owner requesting the same and, upon the request of the City, the Company or any Owner, a monthly accounting to any such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, 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 which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment);

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

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

(d) To conform the Indenture to amendments to the Lease made by the City and the Company; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City 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, that without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article that affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company at least 15 days prior to the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment).

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the executing of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereof.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision also made for paying all other sums payable hereunder and under the Lease and the Performance Agreement, including the reasonable fees and expenses of the Trustee, the City and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect

hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 602** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the terms thereof, or (2) have been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) 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, or (3) have been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** hereof 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 shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in Person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(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, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206** hereof.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Company is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and the pledgee is not the Company or any affiliate thereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners, as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company or Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service, as follows:

(a) To the City:

City of Independence, Missouri
111 E. Maple Ave.
Independence, MO, 64050
Attention: City Manager

(b) To the Trustee:

BOKF, N.A.
2405 Grand Blvd, Ste 840
Kansas City, MO 64108
Attn: Corporate Trust Department

(c) To the Company:

Missouri ADC Holdings, LLC

Attention: _____

with a copy to:

Rouse Frets White Goss Gentile Rhodes, P.C.
801 W. 47th Street, Suite 500
Kansas City, Missouri 64112
Attention: Mark R. Coulter

(d) To the Owners if the same is duly mailed by first class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided that any of the foregoing given to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1404. 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 1405. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1407. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1408. Electronic Notice to Trustee. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by electronic notice, provided, however, that such instructions or directions shall be signed by an Authorized Company Representative. If the Company elects to give the instructions by electronic notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. Pursuant to the Lease, the Company agrees to assume all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, City of Independence, Missouri, has caused this Indenture to be signed in its name and behalf by its (Interim) City Manager and the seal of the City to be hereunto affixed and attested by the City Clerk, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

BOKF, N.A.,
as Trustee

By _____
Name:
Title:

[SEAL]

ATTEST:

By _____
Name:
Title:

EXHIBIT A

PROJECT SITE

The following described real estate located in Jackson County, Missouri:

[**INSERT LEGAL DESCRIPTION**]

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

A data center campus consisting of multiple buildings with a combined square footage of approximately 2,100,000 square feet to be constructed on the Project Site, together with related site improvements. The Project Improvements do not include any machinery or equipment other than fixtures and systems that are incorporated into the construction of the building and the related site improvements.

EXHIBIT C

FORM OF BONDS

***THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR
NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.***

No. 1

**Not to Exceed
\$6,609,000,000**

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(NEBIUS PROJECT - REAL PROPERTY)
SERIES 2026**

Interest Rate

7.00%

Maturity Date

December 1, 2046

Dated Date

_____, 2026

OWNER:

MISSOURI ADC HOLDINGS, LLC

MAXIMUM PRINCIPAL AMOUNT:

**NOT TO EXCEED SIX BILLION, SIX
HUNDRED AND NINE MILLION
DOLLARS**

THE CITY OF INDEPENDENCE, MISSOURI, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2026, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term “Cumulative Outstanding Principal Amount” means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated “City of Independence, Missouri, Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026,” in the maximum aggregate principal amount of \$6,609,000,000 (the “Bonds”), to be issued for the purpose of acquiring, constructing and improving certain real property located at and surrounding 501 North Bly Road in the City (the “Project Site,” as more fully described on **Exhibit A** to the Lease (defined below)), including the construction and improvement of multiple buildings with a combined square footage of approximately 2,100,000 square feet on the Project Site (the “Project Improvements”). The City will lease the Project Site and the Project Improvements (collectively, the “Project”) to a company (the “Company”), under the terms of a Lease Agreement dated as of February 1, 2026 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, the charter of the City and pursuant to proceedings duly had by the Council of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of February 1, 2026 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the “Trustee”). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment prior to maturity as provided in the Indenture.

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the “City of Independence, Missouri, Bond Fund (Nebius Project - Real Property)”.

THE OWNER of this Bond shall have no 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 before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in Person or by such Person's duly authorized agent, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of \$6,609,000,000.

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

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

IN WITNESS WHEREOF, the City of Independence, Missouri has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor or (Interim) City Manager, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated the date set forth above.

CERTIFICATE OF AUTHENTICATION

CITY OF INDEPENDENCE, MISSOURI

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

By: _____
Interim City Manager

Registration Date: _____

BOKF, N.A.,
as Trustee

ATTEST: _____ (Seal)

By _____
Authorized Signatory

City Clerk

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(NEBIUS PROJECT - REAL PROPERTY)
SERIES 2026**

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

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

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

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

Dated: _____.

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

Place medallion guarantee below:

EXHIBIT D

FORM OF REPRESENTATION LETTER

City of Independence, Missouri
111 E. Maple Ave.
Independence, MO, 64050
Attention: City Manager

BOKF, N.A., as Trustee
2405 Grand Blvd, Ste 840
Kansas City, MO 64108
Attn: Corporate Trust Department

Re: \$6,609,000,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026 of the City of Independence, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the “Bonds”), the undersigned purchaser of the Bonds (the “Purchaser”) hereby represents, warrants and agrees as follows:

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of February 1, 2026 (the “Indenture”), between the City of Independence, Missouri (the “City”) and BOKF, N.A., Kansas City, Missouri, as trustee (the “Trustee”), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Missouri ADC Holdings, LLC, a Delaware limited liability company (the “Company”), under a Lease Agreement dated as of February 1, 2026 (the “Lease”), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the “1933 Act”), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

3. The Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and upon receipt of any required opinion of counsel acceptable to the City, the Company, the Trustee and the Purchaser that all registration and

disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to the Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. The Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that the Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. The Purchaser believes that the Bonds being acquired are a security of the type that the Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The Purchaser is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to **Section 208** of the Indenture.

Dated: _____, 20__

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

**CITY OF INDEPENDENCE, MISSOURI,
As Lessor,**

AND

**MISSOURI ADC HOLDINGS, LLC,
As Lessee**

LEASE AGREEMENT

Dated as of February 1, 2026

Relating to:

**\$6,609,000,000
(Aggregate Maximum Principal Amount)
City of Independence, Missouri
Taxable Industrial Development Revenue Bonds
(Nebius Project - Real Property)
Series 2026**

Certain rights of the City of Independence, Missouri (the “City”), in this Lease Agreement have been pledged and assigned to BOKF, N.A., Kansas City, Missouri, as Trustee under the Trust Indenture dated as of February 1, 2026, between the City and the Trustee. Such pledge and assignment does not include the Unassigned Rights (defined in the Indenture).

LEASE AGREEMENT

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Appendix I: Performance Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of February 1, 2026 (the “Lease”), is between the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, as lessor (the “City”), and **MISSOURI ADC HOLDINGS, LLC**, a Delaware limited liability company, as lessee, and its successors or assigns, as permitted hereunder (the “Company”);

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the “Act”), to purchase, construct, extend and improve certain “projects” (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing, office industry and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the “Ordinance”) on _____, 2026, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026, in the maximum principal amount of \$6,609,000,000 (the “Bonds”), for the purpose of acquiring, constructing and improving certain real property located at and surrounding 501 North Bly Road in the City (the “Project Site,” as more fully described on **Exhibit A** hereto), including the construction and improvement of multiple buildings with a combined square footage of approximately 2,100,000 square feet on the Project Site (the “Project Improvements,” as more fully described on **Exhibit B** hereto).

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the “Indenture”) with BOKF, N.A., Kansas City, Missouri, as Trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company under which the City will construct and improve the Project Improvements, and lease the Project Site and the Project Improvements as they may at any time exist (collectively, the “Project”), to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

4. In consideration of the terms and conditions of this Lease, the Ordinance, issuance of the Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a Performance Agreement of even date herewith (the “Performance Agreement”), pursuant to which the Company has agreed to make certain payments in lieu of taxes.

5. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

“Additional Rent” means the additional rental described in **Sections 5.2** and **6.2** of this Lease.

“Basic Rent” means the rental described in **Section 5.1** of this Lease.

“Certificate of Insurance Compliance” means a certificate in substantially the form set forth on **Exhibit D** hereto evidencing the Company’s compliance with the insurance requirements set forth in **Article VII** hereto, fully executed by the Authorized Company Representative and upon which the Trustee may conclusively rely without further investigation or inquiry.

“CID” means the EastGate Commerce Center Community Improvement District created by ordinance of the City.

“CID Special Assessments” means any special assessments imposed on the Project by the CID.

“City Code” means the City’s Code of Ordinances published most recently in 2021, as the same may be amended by the City from time to time.

“Completion Certificate” means a certificate in substantially the form set forth on **Exhibit E** hereto evidencing the Completion Date as set forth in **Article IV** hereto, fully executed by the Authorized Company Representative and upon which the Trustee may conclusively rely without further investigation or inquiry.

“Environmental Law” means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, any other “Superfund” or “Superlien” law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous materials, as now or at any time hereafter in effect.

“Equipment Lease” means the Lease Agreement relating to personal property to be located on the Project Site between the City and the Equipment Lessee.

“Equipment Lessee” means Nebius, Inc., and its successors and assigns as permitted under the Equipment Lease.

“Financing Document” means any loan agreement, credit agreement, indenture, mortgage, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document executed by or on behalf of a Financing Party.

“Financing Party” means any Person providing debt, lease or equity financing or other financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or

refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letters of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the development, construction, ownership, purchase, lease, operation or maintenance of the Project or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person's behalf.

"Full Insurable Value" means the actual replacement cost of the Project less physical depreciation as determined in accordance with **Section 7.1(a)** hereof.

"Lease Term" means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** hereof.

"Leasehold Mortgage" means any leasehold mortgage, leasehold deed of trust, assignment of rents and leases, security agreement or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** hereof.

"Net Proceeds" means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including reasonable attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

"Permitted Encumbrances" means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, this Lease, and the Performance Agreement, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, mechanic's liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) liens or security interests granted pursuant to any Leasehold Mortgage or any Financing Documents, and (f) such exceptions to title set forth in the title report included in the transcript of proceedings relating to the Bonds.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time prior to the Completion Date, the same being duly certified by the Company, and on file with the Company, or with the architect/engineers retained by the Company for the Project, and which shall be available for reasonable inspection by the City, the Trustee and their duly appointed representatives.

"Project Site" means the real property upon which the property comprising the Project is located as more fully described in **Exhibit A**.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

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

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

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

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Acceptance of Indenture. The Company acknowledges that it has received an executed copy of the Indenture and that it is familiar with the terms and conditions of the Indenture. The Company further covenants that it will comply with all the conditions and covenants contained in the Indenture relating to the Company and the Project, and that it will not take any action which would cause a default thereunder or jeopardize the rights of the Trustee, the City or the Bondowners.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers;

(b) As of the date of delivery hereof, the City has acquired the Project Site and agrees to construct and improve or cause to be constructed and improved thereon the Project Improvements. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease as provided for herein, all for the purpose of furthering the public purposes of the Act;

(c) The purchase, construction, extension and improvement of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act;

(d) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby;

(e) To finance the costs of the Project, the City proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture;

(f) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, including all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project (except for the Unassigned Rights), will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to the Lease;

(g) The City will not mortgage or take any affirmative action that would permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except at the request of or with the written consent of the Authorized Company Representative; and

(h) The City shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof or potentially as lessee of a portion thereof, except subsequent to an Event of Default hereunder.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is in good standing under the laws of and authorized to do business in the State of Missouri;

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and by proper action of its members the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives;

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not, to the best of the Company's knowledge, conflict with or result in a material breach of any of the terms, conditions or provisions of, or constitute a material default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a material default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party;

(d) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations, including the City Code; and

(e) The Project is located wholly within the corporate limits of the City of Independence, Missouri.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and terminating on **December 1, 2046**.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2(b)** following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties. The City will at the Company's request reasonably cooperate with the Company in obtaining financing for the Project Equipment, as detailed in **Section 10.4** of this Lease.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any lawful purpose contemplated by the Act, this Lease, and the Performance Agreement. The Company shall comply in all material respects with all statutes, laws, ordinances, codes, 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. In the event of demonstrated noncompliance with such statutes, laws, ordinances, codes, orders, judgments, decrees, regulations, directions and requirements the Company will take all reasonable steps to comply with such statutes, laws, ordinances, codes, orders, judgments, decrees, regulations, directions and requirements. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at

its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, code, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

Section 3.4. Title to the Project. Subject to the terms herein, the City shall be the sole owner of the Project during the Lease Term.

ARTICLE IV

CONSTRUCTION AND IMPROVEMENT OF THE PROJECT

Section 4.1. Issuance of the Bonds. The City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Lease and in the Indenture. Alternatively, the Trustee may, (pursuant to **Section 208(d)** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4** below. In that event, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in the requisition certificate.

Section 4.2. Construction and Improvement of the Project. The City and the Company agree that the Company, as the agent of the City, shall, but solely from the Project Fund, construct and improve the Project as follows:

(a) The City has acquired the Project Site prior to the execution hereof. Concurrently with the execution of this Lease, (i) a deed and any other necessary instruments of transfer will be delivered to the City and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report (which may be provided in the form of a copy of the commitment for an owner's or loan policy of title insurance relating to the Company's acquisition of or private financing for the Project) required by **Article VII** hereof will be delivered to the City and the Trustee;

(b) On behalf of the City, the Company will construct and improve the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications and in a manner materially consistent with the description of the Project Improvements included in **Exhibit B** to this Lease. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project may be made only with the prior written approval of the City. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of **Section 8.2**; and

(c) The Company agrees that it will use reasonable efforts to cause the construction and improvement of the Project to be completed as soon as commercially practicable with all reasonable dispatch. In the event such construction and improvement commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date.

Section 4.4. Payment for Project Costs. All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture, and the City hereby irrevocably authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit C**, signed by an Authorized Company Representative, which disbursements may be recorded via a transaction entry on the trust records held by the Trustee. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. The submission of any requisition certificate by an Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been satisfied.

The Company shall make good faith efforts to submit disbursements certificates (as described in the paragraph above) for all Project Costs within 90 days after incurring such Project Costs, but in no case later than December 31 of the year in which the Project Costs were incurred. In connection with each disbursement certificate submitted to the Trustee, and within 10 days of submittal thereof, the Company shall pay an issuance fee to the City in an amount equal to 0.01236% of the total Project Costs contained in such disbursement certificate, which amount shall be reported to the Trustee and added to the Cumulative Outstanding Principal Amount of the Bonds.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by the delivery of a Completion Certificate. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon receipt of the certificate described in **Section 4.5** hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Company shall save the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Property of City. The Project Site and the Project Improvements, which the Company desires to convey to the City, including all work and materials on the Project Improvements as such work progresses, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture, Permitted Encumbrances and the Leasehold Mortgage or Financing Documents, if any.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project for purposes of **Section 6.4** hereof and therefore are subject to taxation, to the extent otherwise provided by law.

Section 4.9. Environmental Matters. The Company acknowledges that it is responsible for maintaining the Project in compliance with all Environmental Laws. In the event that the Company fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority under applicable Environmental Law, the City or the Trustee, immediately after notice to the Company, may elect (but shall not be required) to undertake such compliance. Any moneys expended by the City or the Trustee in efforts to comply with any applicable Environmental Law (including the reasonable cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and reasonable attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Company to the extent of any liability incurred by the City or the Trustee with respect to any breaches of the provisions of this section.

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

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, for deposit in the Bond Fund on or before 10:00 a.m., Trustee's local time, on or before each December 1, commencing **December 1, 2026** and

continuing until the principal of and interest on the Bonds which are then outstanding and have not been subject to early redemption shall have been fully paid, an amount which, when added to any collected funds then on deposit in the Bond Fund and available on such Payment Date, shall be equal to the total amount payable on each December 1 as interest on the Bonds. On **December 1, 2046** (or such earlier date as the Company may elect to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption. All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture, provided that if the Company is the Owner of all the Bonds Outstanding, payment of Basic Rent as provided for in this Section may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent consistent with **Section 204** of the Indenture. Any Basic Rent paid by the Company which exceeds the total amount payable on such payment dates shall be immediately paid to the Company by wire transfer. At its option, on the final Payment Date, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts as and when the same become due:

- (a) all reasonable fees, charges and expenses, including agent and counsel fees, of the City or the Trustee incurred under the Indenture, this Lease, or any other document entered into in connection with the Bonds, as and when the same become due. The annual administrative fee of the City shall be capped at \$_____. The Trustee fees due hereunder shall be capped at \$____ annually. The parties agree the aggregate fees under this subsection shall be limited to \$[**5,000**];
- (b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all outstanding Bonds;
- (c) all reasonable costs which are reasonably incurred and actually made in connection with the enforcement of any rights against the Company or the Project or in connection with a failure of the Company to perform its obligations under this Lease, the Indenture, or the Performance Agreement by the City, the Trustee or the Bondowners, including counsel fees and expenses;
- (d) all amounts payable under the Performance Agreement; or
- (e) all other payments of whatever nature which Company has agreed to pay or assume under the provisions of this Lease.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligation of the Company to pay Basic Rent and Additional Rent are in consideration of the City's obligations to issue the Bonds under the Indenture. The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, 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 Project has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in anyway the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4** hereof, nor the right of the Company to terminate this Lease and repurchase the Project as provided in **Article XI** hereof.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay a portion of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

Subject to **Section 301(a)** of the Indenture relating to the redemption of Bonds, the Company, at its option, may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in as reasonably safe condition as the operation thereof will permit, and keep the Project in good repair and in good operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the

generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City Code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to the Performance Agreement and subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new 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 utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would materially impair the security of the Bonds or materially encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City and the Trustee written notice of its intention to do so, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City and the Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against any payments in lieu of taxes due under the Performance Agreement to the extent of any ad valorem taxes imposed and paid by the Company with respect to the Project paid pursuant to this Section.

(d) Notwithstanding anything in this Lease to the contrary, the Company shall promptly pay and discharge, as the same become due, all CID Special Assessments without challenge or contest to the validity or amount of the CID Special Assessments.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid for by the Company and shall be contracted for by the Company in the Company's own name (or the name(s) of its Affiliates), and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith. The Company recognizes that the cost of utilities includes payments in lieu of tax charged by the City to its City-operated utilities under Section 16.07.001 of the City Code.

Section 6.4. Tax Exemptions.

(a) The City and the Company agree that while the Project is owned by the City and is subject to this Lease, the Project and the leasehold interest of the Company in the Project will be exempt from all *ad valorem* current or future property taxes by reason of such ownership (during the period in which the Project is owned by the City), and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties in accordance with the Performance Agreement attached hereto as *Appendix I*. Notwithstanding the foregoing, Company will annually pay to the City the payments with respect to the Project set forth in the Performance Agreement.

(b) The City will provide to the Company a sales tax exemption certificate to allow for the construction materials purchased for the Project to be exempt from sales tax at the time and subject to the conditions set forth in **Section 4.8** of the Performance Agreement. The Company shall not use the sales tax exemption certificate for the purchase of any property other than construction materials.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report. Before conveying title to any real property to the City, the Company will purchase, from a title insurance company reasonably acceptable to the City, a commitment for title insurance or provide such other report in a form reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City and the Trustee. Such report may be provided in the form of a copy of the commitment for an owner's or loan policy of title insurance relating to the Company's acquisition of or private financing for the Project.

Section 7.2. Property Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of B+ or the equivalent thereof or better as may be selected by the Company. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Company as insured and the City and the Trustee shall be named as loss payees, as their respective interests may appear, and shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to, the Company of the cancellation of such insurance. Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2026 with a Certificate of Insurance Compliance, in the form of **Exhibit D** attached hereto, certifying compliance with this Section and containing copies of the insurance policies required under this Section, or certificates thereof. The Trustee shall be entitled to conclusively rely upon such certificate as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of loss or damage to the Project, the Net Proceeds of property insurance carried pursuant to this Section shall be applied as provided in **Article IX** of this Lease, or as may be directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds outstanding.

Section 7.3. Commercial General Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and commercial general liability insurance under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to loss deductible clauses not to exceed \$100,000). The policies of said insurance shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to the Company of the cancellation of such insurance. The Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2026 with a Certificate of Insurance Compliance, in the form of **Exhibit D** attached hereto, certifying compliance with this Section and containing copies of the insurance policies required under this Section, or certificates thereof. The Trustee shall be entitled to conclusively rely upon such certificate as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Workers' Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the Workers' Compensation coverage required by the laws of the State of Missouri.

Section 7.5. Blanket Insurance Policies; Self-Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. Nothing in this Lease shall be construed from prohibiting the Company from self-insuring provided the Company, or in combination with its parent corporation, has a net worth in excess of \$200,000,000, as determined by accounting principles generally accepted in the United States of America.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in workmanlike manner and will comply in all material respects 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*, that subject to the terms of the Equipment Lease, additions of

machinery and equipment installed on the Project Site by the Company not purchased or acquired from funds deposited with the Trustee hereunder and not constituting repairs or replacements due to damage of the Project shall remain the property of the Company, may be removed by the Company, and shall be subject to *ad valorem* taxes.

Section 8.2. Additional Improvements on the Project Site. The Company may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in material compliance with all laws, codes, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all *ad valorem* taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the County Assessor determines that such additional buildings and improvements are not subject to *ad valorem* taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due under this Section.

Section 8.3. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable building, zoning and other laws, ordinances, codes and governmental regulations. In the event of demonstrated noncompliance with such laws, ordinances, codes, governmental regulations and requirements the Company will take all reasonable steps to comply with laws, ordinances, codes, governmental regulations and requirements.

Section 8.4. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record within 90 days after the date of filing. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that, except as otherwise stated in a memorandum of this Lease recorded with the recorder of deeds, no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics' or other similar lien if the Company (1) within said 90-day period stated above notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same as nearly as may be practicable to their condition and character immediately prior to such damage or destruction, and so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and fixtures which are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Company elects to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than \$5,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of \$5,000,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** hereof to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) if determined by the Owners of 100% in principal amount of the Bonds Outstanding, applied as directed by, or on behalf of, such Owners of 100% in principal amount of the Bonds

Outstanding. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of any leasehold mortgagee or Financing Party. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in accordance with the provisions of **Section 4.5** hereof. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site which damages a material portion of the Project.

(f) If the Company determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or if the Company does not have the right under the Leasehold Mortgage (if any) or Financing Documents (if any) to use any Net Proceeds for repair or restoration of the Project, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of the mortgagee under the Leasehold Mortgage (if any) and the Financing Party under the Financing Documents (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance, and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is 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 from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, the mortgagee under the Leasehold Mortgage (if any) and the Financing Party under the Financing Documents (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the said power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. 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, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, provided that if the Company is the sole owner of the Bonds and it has determined that acquiring and constructing substitute improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the condemnation awards, and retain such proceeds for its own account, all subject to the rights of the mortgagee under the Leasehold Mortgage (if any) and Financing Party under the Financing Documents (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project 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 from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City 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 prior written consent of the Company.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may prior to the application thereof by the City or the Trustee be applied as directed by the Owners of 100% of the principal amount of Bonds outstanding, subject and subordinate to the rights of the City and the Trustee to be paid all their expenses (including reasonable attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds. For purposes of this Section only, any person to whom Bonds have been pledged in good faith shall be deemed to be the Owner of the Bonds.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such loss is the result of the City's or the Trustee's gross negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)** hereof, the Company shall peacefully surrender possession of the Project to the City in good condition and repair, ordinary wear and tear excepted; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project before the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. City's Right of Access to the Project. Subject to the confidentiality and security requirements of the Company and its end clients, the Company agrees that the City and the Trustee and their duly authorized agents shall have the right at reasonable times during regular business hours, subject to five business days advance written notice except in the event of an emergency, and the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations or to the development of the Project, (b) as may be reasonably necessary to cause to be completed the purchase and installation provided for in **Section 4.2** hereof, (c) performing such work in and about the Project Site made necessary by reason of the Company's default under any of the provisions of this Lease for which notice and an opportunity to cure have been provided, and (d) following an Event of Default, exhibiting

the Project to prospective purchasers, lessees or trustees. The Company shall have the right to have to representatives present during any such examination or inspection.

Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(c) and (d)**, if no Event of Default under this Lease has happened and is continuing, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1** hereof), easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (ii) release or terminate existing subleases, easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall reasonably determine, or (iii) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City, unless such third party has actual or constructive notice, expressly in writing, that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder. The City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(c) and (d)**, upon (i) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (ii) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Company may mortgage the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof.

(c) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease, and the leasehold estate created hereby with prior notice to but without the consent of the City, and may collaterally assign its interest in the Lease and the agreements evidencing or relating to the Bonds, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such Financing Document is delivered to the City within thirty (30) days after the execution thereof. The Company may require the City to mortgage the fee estate held by the

City with prior notice to but without the consent of the City, and the City agrees that it will execute any documents necessary or appropriate to mortgage the fee estate as may be reasonably requested by the Company or any Financing Party. In either case, in connection therewith, the Company shall have the right to assign this Lease, the leasehold estate, any sublease, and any rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party and the City will reasonably cooperate with such Financing Party and the Company. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1**.

(d) Upon notice by the Company to the City in writing that it has executed one or more Financing Documents under which it has granted rights in this Lease to a Financing Party, which includes the name and address of such Financing Party, then the following provisions shall apply in respect of each such Financing Party:

(1) there shall be no merger of this Lease or of the leasehold estate created hereby with the fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of such Financing Party;

(2) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Financing Party;

(3) each Financing Party shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus thirty (30) days, and the City shall accept performance by such Financing Party as timely performance by the Company;

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of the Financing Parties under this **Section 10.4(d)** as to such other events of default;

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such event of default shall continue beyond any period set forth in the Lease to effect said cure so long as the Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that the Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default;

(6) the Financing Parties (and their designees, nominees, assignees or transferees) shall have the right to enter, possess and use the Project at such reasonable times and manner as

are necessary or desirable to effectuate the remedies and enforce their respective rights under the Financing Documents;

(7) any indemnification of the City and Trustee pursuant to **Section 4.9** shall also apply to the Financing Party; and

(8) Any notice sent by the Company to the City and the Trustee pursuant to any provision of this Lease shall also be sent to the Financing Party.

(e) The City will reasonably cooperate with the Company in efforts to document and meet the requirements of any Financing Party for financing for the Project Improvements. In connection with the execution of one or more Financing Documents, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request. Notwithstanding anything in this Section to the contrary, the City shall not be required to sign any document that causes it to undertake any duties or payment obligations and shall make only such representations as it deems appropriate in its sole discretion.

(f) Notwithstanding anything in this Lease to the contrary, (1) the City shall not be required to sign any document that causes it to undertake any duties or payment obligations and shall make only such representations as it deems appropriate in its sole discretion, (2) the City shall not be required to expend any funds in connection with any Financing Documents or in connection with its cooperation with respect to requests of any Financing Party or undertake any investigation in connection therewith, and (3) any costs (including fees of counsel to the City) that are incurred by the City related to a request under this Section shall be reimbursed to the City by the Company.

(g) Nothing in this Lease shall, or shall be deemed to, subordinate any obligation to, lien or security interests in favor of, or other right of, any Financing Party under any Financing Document to this Lease or the obligations of the Company hereunder. The Company shall not be required to subordinate its obligations, liens or security interests under any Financing Document to this Lease or its obligations hereunder.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees (collectively, the "Indemnified Parties") from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Indenture or any other documents entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any Event of Default on the part of the Company for which notice and opportunity to cure has been provided in the performance of any of its obligations under this Lease or any related document, (c) any contract entered into by the Company in connection with the purchase, construction, extension or improvement of the Project (including any failure to comply with Section 107.170 of the Missouri Revised Statutes, as amended, with respect to such contract), (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees relating to the Project, (e) unless the Company has been released from liability pursuant to **Section 13.1**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors,

servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any claim relating to the presence on, escape or removal from the Project during the term of the Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim arises before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, the indemnification contained in this **Section 10.5** shall not (i) extend to the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project by employees of the City or the result of negligence or willful misconduct by the City (unless relating to a failure to comply with Section 107.170 of the Missouri Revised Statutes, as amended), or (ii) extend to the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee or (iii) the performance or failure to perform by the City or the Trustee of its obligations under this Lease, the Performance Agreement, or any related documents. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense, provided, such counsel shall be acceptable to the Company. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its corporate existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and

existing under the laws of one of the states of the United States) or permit one or more other domestic corporations to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation either (A) becomes, in connection with the consolidation, merger or sale of assets becomes the Owner of 100% in principal amount of the Bonds outstanding and expressly assumes in writing all of the obligations of the Company contained in this Lease and the Performance Agreement, or (B) if not the Owner of 100% in principal amount of the Bonds outstanding, expressly assumes in writing all the obligations of the Company contained in this Lease and the Performance Agreement; and, further provided, that if not the Owner of 100% in principal amount of the Bonds outstanding, the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least (i) equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer, or (ii) \$100,000,000. The term “net worth,” as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries. In any such consolidation, merger or transfer the Company shall comply with the provisions of **Section 13.1** hereof to the extent applicable.

Section 10.8. Security Interests. At the written request of the Company or the Owner of the Bonds, the City agrees to enter into statements of continuation necessary and requested by the Company and the Owner of the Bonds for continuance of the perfection of the security interests granted by the City in favor of the Trustee in the Project. Upon the written instructions of the Owner of the Bonds, the Trustee, at the Company’s expense, shall file all statements of continuation the Owner of the Bonds shall deem necessary to be filed and shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding. The City and the Company shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens.

Section 10.9. Data Center Specific Covenants and Agreements.

(a) All cooling systems constructed or installed as part of the Project must be closed-loop systems that do not continually draw water from the City’s water supply system.

(b) The Project must at all times comply with the City Code’s requirements for noise (Article 7.10 of the City Code) and lighting (Section 14-508 of the City Code).

(c) The Company shall maintain compliance with the electrical services agreement entered into with respect to the delivery of electricity to the Project Site or shall cause the Equipment Lessee to do so.

(d) On or before the delivery date of this Lease, the Company shall deposit \$2,500,000 with the City for the purpose of making repairs and improvements to Little Blue Parkway. Such funds will be spent for such purpose at the times and in the manner determined by the City in its sole discretion.

(e) During the term of this Lease, the Company shall maintain contact with and take suggestions from the community through the operation of an advisory board. The board shall consist of 5 to 10 members to be appointed by City Council to such terms as may be stated by City Council. The City will make space available for meetings of the advisory board in a municipal building. Meetings shall occur quarterly during the initial 5 year term of this Lease and annually thereafter, at such times as are determined by the members of the advisory board and the Company. The requirements of this subsection shall not survive the Lease Term. The Company shall send at least one representative of the Company to

each meeting of the advisory board. The implementation of any suggestions shall be subject to the Company's discretion.

(f) If there is a cessation of data center operations at the Project Site, other than temporary closures customary in the industry, then the Company shall remove all physical improvements related to the Project that are specific to data center operations (cooling systems and other infrastructure) and restore their locations to a greenfield state (referred to as "Decommissioning") within two years of such cessation. Buildings and site improvements that are appropriate for repurposing as office or light industrial space are not subject to such Decommissioning requirement. If the Decommissioning is not complete by the time stated above, the City may undertake or may engage a third party to undertake, the Decommissioning at the expense of the Company. The Company shall be responsible to repair any damage to roads resulting from the Decommissioning process. "Cessation of data center operations" for the purpose of this paragraph means the Project Site has not been operated as a data center for a period of one year after completion of the Project, unless the Project has been subject to a casualty and the Company is intending to rebuild the Project or the Company's interest in this Agreement has been transferred pursuant to the provisions hereof and the Project continues in operation thereafter. This subsection (f) shall survive the termination of this Lease.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the Project at any time, upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed unless otherwise agreed by the Company, the City and the Trustee, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the forgoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder (a "Remedies Notice"), the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or prior to the 29th day following the issuance of the Remedies Notice and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus

(d) the sum of \$10.00.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

(a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) Documents, including without limitation a deed as to the Project Site, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The options and obligation to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, the Indenture or the Performance Agreement, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. As additional consideration for the Company's use of the Project, the Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payments due under the Performance Agreement. The amount of the purchase price under this Section shall be \$10 plus an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

If the Company fails to complete the purchase of the Project at the time required by this Section, the City is specifically authorized to convey the Project back to the Company with or without terminating this Lease and, in such case, may unilaterally terminate this Lease by an instrument signed by the City alone.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” or “default” under this Lease:

(a) Default in the due and punctual payment of Basic Rent for a period of 10 days following written notice to the Company by the City or the Trustee; or

(b) Default in the due and punctual payment of Additional Rent for a period of 60 days following written notice to the Company by the City or the Trustee; or

(c) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company’s part to be observed or performed, and such default shall continue for 60 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default; provided that (1) the Company has commenced such cure within said 60 day period, and (2) the Company diligently prosecutes such cure to completion); or

(d) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) make an assignment for the benefit of creditors pursuant to Section 426.010 et seq RSMo.; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company’s consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator 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, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers 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; or

(e) the Project Site or any material portion thereof remains uncared for and abandoned for a period of 180 consecutive days which is not due to a casualty event that is in the process of remediation; or

(f) The occurrence and continuance of an event of default giving rise to the enforcement of remedies under the Performance Agreement or the Equipment Lease, following any applicable notices and grace periods provided in the applicable document.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond any applicable grace period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such Event of Default shall continue beyond any applicable grace period, take any one or more of the following actions, in addition to pursuing any other remedies available by law:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable after giving 60 days prior written notice thereof to the Company, as provided in the Indenture; or

(b) give the Company written notice of the City's intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1** hereof and this Lease shall thereupon be terminated, and the City will promptly convey the Project in accordance with **Section 11.2** hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that those of its obligations under this Lease which by their nature require performance after the end of the term of this Lease, or which are expressly stated herein as intended to survive expiration or termination of this Lease, shall survive the cancellation and termination of this Lease, for any cause.

Section 12.4. Performance of the Company's Obligations by the City. If an Event of Default occurs as a result of any failure by the Company, then the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 30 days after written notice of such failure is given to the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses incurred by the City or the Trustee) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the Trustee, the City and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Trustee, the City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 12.6. 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 the Company of any covenant, agreement or undertaking by the Company, the Trustee or the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the Trustee or the

City's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Company which were in existence at the time such payment or payments were accepted by the Trustee or the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default shall have occurred and be continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article (except with respect to the Unassigned Rights), upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease; and

(3) A duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

For any assignment of this Lease (except (i) as otherwise allowed under **Section 10.4** with respect to financing arrangements, (ii) any assignment to any Financing Party or (iii) any affiliate or successor to the Company by reason of a merger or consolidation, reorganization, combination, division, transfer or sale of assets or any similar transaction by operation of law or otherwise, to the extent permitted by **Section 10.7** (the transactions covered by clauses (i), (ii) and (iii), "Permitted Assignments"), the Company shall obtain the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Permitted Assignments shall not require notice to, or consent of, the City, except as described in **Section 13.1(a)(3)**. The City may require that any assignee for which consent is required demonstrate to the City's reasonable satisfaction that it has sufficient financial, management, property ownership and operation capabilities, and that it is interested in the long-term viability of the Project. Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease or any agreement related to the issuance of the Bonds.

(b) The Company shall have the right to sublet all or any part of the Project to a single entity for any lawful purpose under the Act. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. The Company may redact any and all financial terms therein. Any sublease may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act. Notwithstanding the foregoing, the Company may, in the ordinary course of its business, and without the prior approval of the City, enter into leases or subleases with one or more persons or entities for the various units within the Project to be used for commercial or industrial purposes or other uses commonly associated with an industrial complex such as the Project. For the avoidance of doubt, a lease agreement is concurrently entered into between the City and Nebius, Inc. for the lease of project equipment located at the Project Site which the City acknowledges and approves.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment. The City and the Company recognize that the Trustee is a third party creditor beneficiary of this Lease.

Section 13.3. Prohibition Against Fee Mortgage of Project. With the exception of mortgages permitted pursuant to **Section 10.4(c)** at the request and direction of the Company, the City shall not mortgage its fee interest in the Project, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During this Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, and except as permitted pursuant to **Section 10.4(c)**, it will not sell, assign, encumber, transfer or convey the Project or any interest therein, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be governed by **Section 1403** of the Indenture.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, unless stated that such matter is in the City's sole discretion, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Storage and Notice. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. If the Company elects to give instructions by electronic notice to the Trustee, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's

reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Company agrees to assume all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 15.10 Complete Agreement. THE COMPANY AND THE CITY UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE COMPANY AND THE CITY FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE COMPANY AND THE CITY REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS LEASE AND THE PERFORMANCE AGREEMENT, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE COMPANY AND THE CITY, EXCEPT AS THE COMPANY AND THE CITY MAY LATER AGREE IN WRITING TO MODIFY THIS LEASE OR THE PERFORMANCE AGREEMENT.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

MISSOURI ADC HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT A

PROJECT SITE

The following described real estate located in Jackson County, Missouri:

[**INSERT LEGAL DESCRIPTION**]

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

A data center campus consisting of multiple buildings with a combined square footage of approximately 2,100,000 square feet to be constructed on the Project Site, together with related site improvements. The Project Improvements do not include any machinery or equipment other than fixtures and systems that are incorporated into the construction of the building and the related site improvements.

EXHIBIT C

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: BOKF, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF FEBRUARY 1, 2026, BETWEEN CITY OF INDEPENDENCE, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF FEBRUARY 1, 2026, BETWEEN CITY OF INDEPENDENCE, MISSOURI AND MISSOURI ADC HOLDINGS, LLC

The undersigned Authorized Company Representative hereby states and certifies that:

1. A total of \$ _____ is requested to pay for Project Costs (as defined in the Indenture) of the Project Improvements. The total amount of this requisition and all prior requisitions are as follows:

<u><i>Date of Project Costs</i></u>	<u><i>Amount Submitted in this Requisition</i></u>	<u><i>Requisitions Submitted to Date (Including this Requisition)</i></u>

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the construction and improvement of the Project (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the construction and improvement of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

5. With respect to this disbursement, the undersigned (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees it will not seek

recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

MISSOURI ADC HOLDINGS, LLC

By: _____
Authorized Company Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
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EXHIBIT D

FORM OF CERTIFICATE OF INSURANCE COMPLIANCE

The undersigned, being the Authorized Company Representative for Missouri ADC Holdings, LLC, as tenant (the "Company"), under a certain Lease Agreement dated as of February 1, 2026, between the City of Independence, Missouri (the "City"), and the Company (the "Lease"), and as beneficiary of the City's Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026, issued pursuant to a certain Trust Indenture dated as of February 1, 2026 (the "Indenture"), hereby certifies pursuant to Article VII of Lease:

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

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

3. The undersigned will notify the Trustee 10 days prior to any cancellation or material change to such policies; the policies currently in effect have an expiration date of _____, 20__.

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

5. Attached hereto are insurance certificates showing compliance with the liability and casualty insurance requirements of Article VII of the Lease.

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

Authorized Company Representative

Date: _____

ATTACHMENTS:

1. Liability insurance certificate(s)
2. Casualty insurance certificate(s)

Note: all insurance certificates must show the City and the Trustee as additional insureds.

EXHIBIT E

FORM OF COMPLETION CERTIFICATE

The undersigned, being the Authorized Company Representative for Missouri ADC Holdings, LLC, as tenant (the “Company”), under a certain Lease Agreement dated as of February 1, 2026, between the City of Independence, Missouri (the “City”), and the Company (the “Lease”), and as beneficiary of the City’s Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026, issued pursuant to a certain Trust Indenture dated as of February 1, 2026 (the “Indenture”), hereby certifies pursuant to Article IV of the Lease:

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

2. The construction and improvement of the Project has been completed in accordance with the Plans and Specifications.

3. All costs and expenses incurred in the construction and improvement of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company.

4. The Trustee is retaining \$_____ for the payment of amounts with respect to item (3) above.

5. The Trustee may conclusively rely on this Certificate without further investigation.

6. This Certificate is given without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being.

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

Authorized Company Representative

Date: _____

APPENDIX I
PERFORMANCE AGREEMENT

(See Tab No. 4)

\$6,609,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(NEBIUS PROJECT - REAL PROPERTY)
SERIES 2026

DATED AS OF FEBRUARY 1, 2026

BOND PURCHASE AGREEMENT

Mayor and City Council
Independence, Missouri

Ladies and Gentlemen:

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Missouri ADC Holdings, LLC, a Delaware limited liability company (the “Purchaser”), offers to purchase from the City of Independence, Missouri (the “City”), the above-referenced series of Taxable Industrial Development Revenue Bonds (the “Bonds”), to be issued by the City, under and pursuant to an Ordinance passed by the governing body of the City on _____, 2026 (the “Ordinance”) and a Trust Indenture dated as of February 1, 2026 (the “Indenture”), by and between the City and BOKF, N.A., as trustee (the “Trustee”). Capitalized terms not otherwise defined herein shall have the meanings set forth in **Section 101** of the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City’s acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended, and its Charter to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease, the Performance Agreement and any and all other agreements relating thereto. The proceeds of the Bonds shall be used to finance the Project for Missouri ADC Holdings, LLC, a Delaware limited liability company (the “Company”), and to pay for the costs incurred in connection with the issuance of the Bonds;

(2) There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds, the Ordinance, the Lease, the Indenture, or the Performance Agreement; and

(3) Any certificate signed by an authorized representative of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to such party as to the statements made therein.

(b) The Purchaser represents as follows:

(1) The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is in good standing under the laws of and authorized to do business in the State of Missouri;

(2) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound;

(3) When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies; and

(4) Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to such party as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined) for the Bonds, which amount shall be deposited in the Project Fund as provided in **Section 502** of the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs as provided in **Section 4.4** of the Lease. From time to time after the Closing Date as additional Project Costs are incurred, the Purchaser may make additional payments with respect to the Bonds ("Additional Payments") to the Trustee, which Additional Payments shall be deposited in the Project Fund and applied to the payment of Project Costs at the outstanding principal amount of the Bonds shall increase by each such Additional Payment; provided that the sum of the Closing Price and all such Additional Payments for the Bonds shall not, in the aggregate, exceed \$6,609,000,000.

As used herein, the term "Closing Date" shall mean February __, 2026, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean, with respect to the Bonds, that certain amount specified in writing by the Purchaser and agreed to by the City as the amount required to fund the initial disbursement from the Project Fund on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of \$6,609,000,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the official bond registration records of the Trustee and further provided that interest shall be payable on the Bonds only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

The Company agrees to indemnify and hold harmless the City, the Trustee, and any member, officer, official or employee of the City or of the Trustee and any person controlling the Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended (collectively, the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever to the extent caused by any violation by the Company of, or failure by the Company to comply with, any federal or state securities laws in connection with the Bonds; provided, however, the indemnification contained in this paragraph shall not extend to such Indemnified Party if such loss, claim, damage, liability or expense is (a) the result of the Indemnified Party's negligence or willful misconduct, or (b) the Indemnified Party is not following the written instructions of the Owner of the Bonds.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, then provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations hereunder shall be subject to the due performance by the City of the City's obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the City's representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the Indenture, the Performance Agreement, this Agreement and the Lease and any other instrument contemplated thereby shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser;

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds,

or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof;

(c) The Company shall execute a certificate, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Company or its affiliates or, to the knowledge of the Company, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Company, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Company, threatened against the Company that could reasonably be expected to adversely affect its ability to perform its obligations hereunder, (iii) the representations and warranties of the Company herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (iv) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds; and

(d) Receipt by the Purchaser and the Company of an approving opinion from Gilmore & Bell, P.C., in form and substance satisfactory to the Purchaser and the Company.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Bonds by notifying the City in writing of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. PAYMENT OF EXPENSES

The Company shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds. To the best of the City's knowledge and belief, the only expenses payable by the Company in connection with the issuance of the Bonds are the following: (1) the City's issuance fee and the legal fees of Gilmore & Bell, P.C., (2) any recording and filing fees incurred in connection with the Closing, and (3) the Trustee's initial acceptance fee and first year's administrative fee.

SECTION 8. NOTICE

Any notice or other communication to be given to the City under this Agreement may be given by mailing or delivering the same in writing to the City of Independence, Missouri at the address set out for notices to the City in **Section 1403** of the Indenture; any notice or other communication to be given to the Purchaser or the Company under this Agreement may be given by delivering the same in writing at the address set out for notices to the Company in **Section 1403** of the Indenture.

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 10. EXECUTION OF COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

[Remainder of this page intentionally left blank]

Executed as of the date first written above by the undersigned, as Purchaser, and accepted by the undersigned, as Company:

MISSOURI ADC HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

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

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

PERFORMANCE AGREEMENT

Dated as of February 1, 2026

BETWEEN

CITY OF INDEPENDENCE, MISSOURI

AND

MISSOURI ADC HOLDINGS, LLC

Prepared By:

**Gilmore & Bell, P.C.
Kansas City, Missouri**

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of February 1, 2026 (the “**Agreement**”), between the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “**City**”), and **MISSOURI ADC HOLDINGS, LLC**, a Delaware limited liability company (the “**Company**”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “**Act**”), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing, office industry and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council of the City gave notice to the affected taxing jurisdictions in accordance with Section 100.059.1 of the Act and held a public hearing to finance the costs of a project (the “**Project**”) for the Company consisting of acquiring, constructing and improving certain real property located at and surrounding 501 North Bly Road in the City (the “**Project Site**”), including the construction and improvement of multiple buildings with a combined square footage of approximately 2,100,000 square feet on the Project Site, out of the proceeds of industrial development revenue bonds to be issued under the Act to provide funds to pay the costs of the Project, and to lease or sell the Project to the Company for the purpose of financing the costs of the Project.

3. Pursuant to an ordinance or ordinances (the “**Ordinance**”) passed by the City Council, the City has approved a plan for the Company’s industrial development project and has been authorized to execute and deliver (a) a Trust Indenture of even date herewith (the “**Indenture**”) between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the “**Trustee**”), for the purpose of issuing and securing the City’s Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026 in the maximum principal amount of \$6,609,000,000 (the “**Bonds**”), (b) a Lease Agreement of even date herewith (the “**Lease**”) with the Company under which the City, as lessor, will construct, extend and improve the Project and will lease the Project to the Company, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds, and (c) this Agreement for the purpose of setting forth the terms and conditions of the Project’s exemption from ad valorem property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

4. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company’s desire to construct, extend and improve the Project upon the terms and conditions hereinafter set forth.

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the terms otherwise defined herein, the following words and terms as used herein shall have the following meanings:

“Agreement” means this Performance Agreement dated as of February 1, 2026, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“Company” means Missouri ADC Holdings, LLC, a Delaware limited liability company, and its successors and assigns.

“Completed Square Footage” means, as of January 1 of a year for which a PILOT Payment is being calculated, the total square footage of interior building space located on the Project Site which is contained in a building for which a certificate of occupancy has been issued by the City, *provided that*, if a certificate of occupancy is issued in January or February of a calendar year, it shall be deemed to have been issued on December 31 of the prior calendar year for purposes of this definition.

“Excusable Delay” means any delay beyond the reasonable control of the Company caused by damage or destruction by fire or other casualty, acts of God, strike, shortage of materials or labor, equipment, utilities, or transportation, civil disorder, war, epidemic or pandemic, supply-chain disruptions, failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for the construction of the Project, tariffs, governmental actions or inaction, changes in law or interpretation thereof, unavailability of labor, adverse weather conditions and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Project, which in fact prevents the Company from continuing construction of the Project.

“Indenture” means the Trust Indenture dated as of February 1, 2026, between the City and BOKF, N.A., Kansas City, Missouri, as Trustee, relating to the issuance of the Bonds, as amended or supplemented from time to time.

“PILOT Payments” or **“PILOTS”** means the payments in lieu of taxes provided for in **Article III** hereof.

“Project” means, collectively, the Project Site and the Project Improvements as they may at any time exist.

“Project Improvements” shall have the same meaning as provided in **Exhibit B** to the Indenture.

“Project Site” means all of the real estate described in **Exhibit A** attached hereto and by this reference made a part hereof.

ARTICLE II

REPRESENTATIONS

Section 2.1. City's Representations. The City hereby represents that the Project will significantly benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State; and (ii) increasing local and state tax revenues.

Section 2.2. Company's Representations. The Company hereby represents that the Project will benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State; and (ii) increasing local and state tax revenues.

ARTICLE III

PROPERTY TAX EXEMPTION; PAYMENT IN LIEU OF TAXES

Section 3.1. Property Tax Exemption. So long as the City owns title to the Project, the City expects that the Project will be exempt from ad valorem property taxes. The first year of the exemption period for purposes of this Agreement shall begin with tax year **2026** and the **Exhibit B** "PILOT per Square Foot" calculations and payments shall begin with tax year **2027**. Notwithstanding any other provision of this Agreement to the contrary, the last year of such exemption period shall be tax year **2046**. The Company covenants and agrees that, during each year the Project is exempt from ad valorem taxes by reason hereof, the Company will make annual payments in lieu of taxes to the City (each such payment, a "PILOT") as described in this **Article III**. The City and the Company hereby agree that the tax abatement provided by this Agreement shall only apply to property financed with the proceeds of the Bonds (i.e., property constituting a part of the Project) and shall not apply to property not financed with proceeds of the Bonds. No machinery or equipment other than fixtures and systems that are incorporated into the construction of the building and related site improvements shall be purchased with the proceeds of the Bonds.

Section 3.2. Payments In Lieu of Taxes for Project. The Company covenants and agrees to make PILOT Payments to the City on or before each December 31, commencing December 31, 2026, as follows:

For calendar year 2026, the PILOT Payment shall be \$6,977.

For calendar years 2027 through 2046, the PILOT Payment shall be equal to the Completed Square Footage multiplied by the "PILOT per Square Foot" set out for such year on **Exhibit B**; *provided that*, if any buildings are partially complete on January 1 of such calendar years, the PILOT Payment for such partially completed buildings shall be calculated based on the square footage under construction, multiplied by the "PILOT per Square Foot" and pro-rated by percentage of completion at January 1, which percentage shall be certified in good faith to the City by an Authorized Company Representative upon request by the City; *and further provided that*, if construction has yet to start on the Project on January 1 of any such calendar year, the PILOT Payment shall be equal to \$6,977.

The parties agree that if a Certificate of Occupancy for particular building(s) is expected to be issued in any year but has not actually been issued by November 1, the Company will advise the City of the expected square footage of such building(s) which will be used for purposes of determining the PILOT on a timely basis.

Section 3.3. Adjustment to PILOT Payments Based on Certain Failures by Company.

(a) In the event the Company fails to spend at least \$3,100,000,000 (approximately 80% of anticipated Project Costs) on the Project on or before September 30, 2031 (as certified to the Trustee and the City through requisition certificates submitted to the Trustee in accordance with the Lease), the Company shall make additional PILOT Payments in an amount equal to the Investment Deficiency Percentage (calculated as shown below) multiplied by the amount of the difference between the PILOT Payments set out under **Section 3.2** hereof and the total ad valorem property taxes that would otherwise have been due on the Project (were it not for City ownership) during the year in which the failure occurs and any subsequent year in which such failure persists as of September 30 of such year and during which the exemption from property tax applies by virtue of City ownership. The Investment Deficiency Percentage shall be calculated, beginning at zero percent (0%) for compliance, in accordance with the following formula, with the result expressed as a percentage:

$$\text{Investment Deficiency Percentage} = (1 - (\text{certified Project Costs} / \$3,100,000,000)) \times 100.$$

(b) If for any reason a cessation of construction of the Project occurs after construction has commenced and prior to completion of the Project, the amount of the PILOT Payments shall be increased to 100% of the ad valorem property taxes that would otherwise have been due on the Project for each year following such cessation of construction including the year of cessation of construction, during which such cessation of construction continues. "Cessation of construction," for the purpose of this paragraph, means no construction activities have occurred on the Project for a period of 90 consecutive days, except (i) during any period of Excusable Delay; (ii) unless the Project has been subject to a casualty and the Company has elected to rebuild the Project in accordance with the provisions of the Lease; or (iii) if the Company's interest in this Agreement has been transferred pursuant to **Article V** hereof and the construction of the Project continues thereafter.

(c) If the Company ceases operations at the Project, other than temporary closures customary in the applicable industry, then in addition to any other remedies that may be available to the City under the Lease or hereunder, the PILOT Payments shall be increased to an amount equal to 100% of the ad valorem property taxes that would otherwise have been due on the Project during the year in which the failure occurs and any subsequent year during which such failure persists and during which the Project is exempt from ad valorem property taxes as provided herein. "Ceases operations" or "cessation of operations" for the purpose of this paragraph means the Company completely vacates, abandons and permanently ceases operations and fails to maintain the Project Site for a period of 180 consecutive days after completion of the Project, unless the Project has been subject to a casualty and the Company is intending to rebuild the Project or the Company's interest in this Agreement has been transferred pursuant to the provisions hereof and the Project continues in operation thereafter. The Company shall not be deemed to have ceased operations during any time when a tenant is operating at the Project Site and the provisions of the Lease regarding maintenance of the Project are satisfied.

(d) The maximum PILOT Payment (including all payments under **Section 3.2** and **Section 3.3** hereof) for any year pursuant to this Agreement shall not exceed 100% of the ad valorem property taxes that would otherwise have been due on the Project were it not for ownership of the Project by the City and, as such, no redundant or duplicative payments shall be required on the part of the Company to the City.

Section 3.4. Distribution of PILOTS. Within 30 days of the date of receipt of each PILOT, the City shall or shall cause the County or another designated billing/collection agent to distribute each PILOT among the taxing jurisdictions in proportion to the amount of taxes which would have been paid for such year had the Project not been exempt from taxation pursuant to this Agreement. The allocation

between school districts shall be in proportion to the total investment located within each school district's boundaries, which allocation shall be certified to the City by the Company upon request.

Section 3.5. Obligation of City to Effect Tax Abatement. The City agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 3.1** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of Jackson County, Missouri or any other governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of ad valorem taxes on the Project. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project.

Section 3.6. Administration Costs. Under Section 100.050 of the Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the plan including costs associated with this Agreement, in an amount of no greater than \$1,000 per year. The City will provide a statement for such costs to the Company not later than November 15th of each year and the Company will reimburse the City for its costs on or before December 31 of each year continuing until December 31 of the year in which this Agreement expires or is terminated.

Section 3.7. Other Property Taxes In Connection with the Project. The property tax exemption provided by the City's ownership of the Project is expected to apply to all interests in the Project during the period it is owned by the City. If any ad valorem property taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project during the period the City owns the Project (including, without limitation, any ad valorem taxes levied against the Company's rights in the Lease), the amount of ad valorem tax payments related to such levy or levies which are paid by the Company and received by the City and other taxing jurisdictions shall be credited against and reduce on a *pro rata* basis the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement so that no duplicative payments are made. The Company shall be responsible for any taxes related to any interest in the Project which the Company owns in its own name or granted to the Company other than pursuant to the Lease.

Section 3.8. Credits for Certain Payments. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit hereunder to the extent it has made any payment for ad valorem property taxes on the Project to the City, to Jackson County, Missouri or to the State of Missouri.

Section 3.9. Company's Right To Protest Taxes. Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action. However, no such appeal, protest or contest shall affect the amount or timing of PILOT Payments to be made under this Agreement.

Section 3.10. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if such Project was not owned by the City.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS

Section 4.1. Inspection. The Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least five business days advance written notice and subject to the industry accepted usual business proprietary, safety and security requirements of the Company and its end clients and without interference or prejudice to the Company's operations or development of the Project Improvements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement, but not more than once annually.

Section 4.2. Compliance with Laws. The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

Section 4.3. Construction and Improvement of the Project. The Project will be constructed and improved consistent with the provisions of the Lease. In the event the Project is not constructed and improved in compliance with the provisions of the Lease, the City reserves the right to declare an Event of Default in accordance with **Section 6.1** hereof.

Section 4.4. Representations and Warranties.

(a) The Company represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is in good standing under the laws of and authorized to do business in the State of Missouri;

(2) The Company has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(3) The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary corporate action, and does not violate the organizational documents of the Company, as the same may be amended and supplemented, or to the best of the Company's knowledge, any applicable provision of law, nor does it constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound;

(4) To the best of the Company's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Company that would impair its ability to perform under this Agreement; and

(5) The Company has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project.

(b) The City represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri;

(2) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary City actions;

(3) The City has the right, power and authority to enter into, execute, deliver and perform this Agreement; and

(4) To the best of the City's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the City that would impair its ability to perform under this Agreement.

Section 4.5. Survival of Covenants. All warranties, representations, covenants and agreements of the Company and the City contained herein which are specifically designated to survive the termination of this Agreement or which by nature must survive for the benefit thereof to be realized (such as indemnity obligations) shall survive termination of this Agreement for any reason.

Section 4.6. Indemnification. The Company shall indemnify and defend the City to insure that the City and the Trustee are held harmless from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of the Lease, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the term of the Lease from any event described in **Section 10.5** of the Lease to the extent and subject to the limitations provided therein. This section shall not apply to the negligence or willful misconduct of the City or its officers, employees or agents.

Section 4.7. Costs of Issuance of the Bonds. The Company agrees to pay on the date of the initial issuance of the Bonds, all costs of issuance incurred in connection therewith.

Section 4.8. Sales Tax Exemptions. Upon request of the Company, the City will issue a sales tax exemption certificate to the Company for construction materials to be purchased for the Project and the City shall provide such other documentation as may be necessary from time to time to effect said sales tax exemption. The Company shall use the exemption certificate only for the purchase of construction materials to be incorporated into the Project on the Project Site and shall not use the exemption certificate for the purchase of any personal property other than construction materials. The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the utilization of the sales tax exemption certificate.

ARTICLE V

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred, assigned, pledged or in any other manner hypothecated (other than to an affiliate of the Company or in connection with Permitted Encumbrances (as defined in the Lease) without the express written consent of the City which shall not be unreasonably

conditioned, withheld or delayed; but nothing herein shall preclude the Company from assigning or pledging its interest in the Project (or incurring Permitted Encumbrances (as defined in the Lease) so long as the Company continues to occupy the Project and otherwise remains responsible for its undertakings herein. Notwithstanding the foregoing, the Company may, without the City's consent, transfer its interests in this Agreement to any entity or person to whom the Lease has been assigned in accordance with **Article XIII** thereof (or incur Permitted Encumbrances (as defined in the Lease).

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) the Company fails to make any PILOT Payments required to be paid hereunder within 30 days after written notice and demand by the City; or

(b) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 60 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied; provided, that if such matter is not subject to cure within such 60 days (or such longer period as the City and Company agree in writing) after such notice, the Company fails to initiate action to cure the default within such 60 days after such notice and fails to pursue such action diligently.

Section 6.2. Remedies on Default. Upon an Event of Default hereunder this Agreement may be terminated by written notice to the Company from the City. Within thirty days of written notice of the dollar amounts due (which shall be given to the Company by the City as soon as possible after such amounts are ascertainable), the Company shall make a PILOT to the City equal to (i) the pro rata amount payable pursuant to **Section 3.3** hereof from January 1 of the year in question through the effective date of termination, plus (ii) the pro rata amount of taxes that would be due for the remaining portion of the year assuming the Project was placed on the tax rolls effective on the date of termination through December 31; provided, however, the payment of PILOTS following cessation of construction or operations shall be governed by **Section 3.3**.

Upon any termination of this Agreement the Company agrees to pay interest and penalties on all amounts due hereunder to the same extent as if such payments were taxes under Missouri law.

Section 6.3. Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Missouri law on overdue ad valorem real estate taxes from the date such payment was first due.

Section 6.4. Enforcement. In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments due and owing under this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

Section 6.5. Failure of the City to Perform its Obligations. In the event the City shall fail to perform any of its obligations hereunder for (i) a period of 30 days (or such longer period as the Company and the City may agree in writing) following written notice to the City from the Company of such failure which notice shall include a specific description of the City's failure hereunder), or (ii) if

such failure is not subject to cure within such 30 days, the City shall have failed to initiate action to cure such default and shall pursue such action diligently; the Company may declare that the City is in default under this Agreement and may pursue any legal remedy available to it to enforce this Agreement.

ARTICLE VII

TERM OF AGREEMENT

This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article VI** hereof), shall have an initial term commencing as of the date of this Agreement and terminating on **December 1, 2046** (the “**Stated Expiration Date**”). This Agreement shall automatically terminate prior to the Stated Expiration Date in the event the Bonds (or any Bonds issued to refund the Bonds) are no longer outstanding.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 8.2. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.3. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 8.4. Waiver. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 8.5. Entire Agreement. This Agreement constitutes the entire agreement relating to the subject matter contained herein and supersedes all prior agreements and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof.

Section 8.6. Electronic Storage of Documents. The City and the Company agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

Section 8.7. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Lease.

Section 8.8. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized

alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before November 15 of each year during the term of this Agreement, beginning November 15, 2026, and also upon execution of this Agreement.

Section 8.9. Complete Agreement. The Company and the City understand that oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Company and the City from misunderstanding or disappointment, any agreements the Company and the City reach covering such matters are contained in this Agreement and the Lease, which are the complete and exclusive statements of the agreement between the Company and the City, except as the Company and the City may later agree in writing to modify this Agreement and the Lease.

[The remainder of this page intentionally left blank]

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

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

MISSOURI ADC HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT A

Legal Description

The following described real estate located in Jackson County, Missouri:

[**INSERT LEGAL DESCRIPTION**]

EXHIBIT B

PILOT SCHEDULE

Year	PILOT per Square Foot	Notes
2027	\$0.1442	Abatement Year 1
2028	0.1442	Abatement Year 2
2029	0.1442	Abatement Year 3
2030	0.1442	Abatement Year 4
2031	0.1442	Abatement Year 5
2032	0.1442	Abatement Year 6
2033	0.1442	Abatement Year 7
2034	0.1442	Abatement Year 8
2035	0.1442	Abatement Year 9
2036	0.1442	Abatement Year 10
2037	0.1442	Abatement Year 11
2038	0.1442	Abatement Year 12
2039	0.1854	Abatement Year 13
2040	0.2369	Abatement Year 14
2041	0.2987	Abatement Year 15
2042	0.3914	Abatement Year 16
2043	0.4944	Abatement Year 17
2044	0.6386	Abatement Year 18
2045	0.8137	Abatement Year 19
2046	1.0403	Abatement Year 20

**CITY OF INDEPENDENCE, MISSOURI,
the City**

AND

**BOKF, N.A.,
as Trustee**

TRUST INDENTURE

Dated as of February 1, 2026

Relating to:

**\$144,023,000,000
(Aggregate Maximum Principal Amount)
City of Independence, Missouri
Taxable Industrial Development Revenue Bonds
(Nebius Project - Equipment)
Series 2026**

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of February 1, 2026 (the “Indenture”), is between the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “City”), and **BOKE, N.A.**, Kansas City, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in Kansas City, Missouri, as Trustee (the “Trustee”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “**Act**”), to purchase, construct, extend, improve and equip certain “projects” (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing, office industry and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the “Ordinance”) on _____, 2026, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series 2026, in the maximum principal amount of \$144,023,000,000 (the “Bonds”), for the purpose of acquiring and installing certain equipment (the “Project Equipment,” as more fully described on **Exhibit B** hereto) at a site located at and surrounding 501 North Bly Road in the City (the “Project Site,” as more fully described on **Exhibit A** hereto).

3. The Ordinance authorizes the City to lease the Project Equipment to Nebius, Inc., a Delaware corporation (the “Company”).

4. Pursuant to the Ordinance, the City is authorized to execute and deliver (a) this Indenture for the purpose of issuing and securing the Bonds, (b) the Lease Agreement of even date herewith (the “Lease”) with the Company, under which the City, as lessor, will, or will cause the Company to, acquire and install the Project Equipment and will lease the Project Equipment to the Company, as lessee, in consideration of rentals that will be sufficient to pay the principal of and interest on the Bonds, and (c) the Performance Agreement for the purpose of setting forth the terms and conditions of the Project Equipment’s exemption from ad valorem real property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project Equipment.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns until this Indenture has been satisfied and discharged, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) Excluding the Unassigned Rights, all right, title and interest of the City in and to the Project Equipment together with the rights, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) Excluding the Unassigned Rights, all right, title and interest of the City in, to and under the Lease, and all rents, revenues and receipts derived by the City from the Project Equipment including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its 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 and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII** hereof), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights thereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all 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 City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in **Section 1.1** of the Lease, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Act” means, collectively, Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended.

“Additional Rent” means the additional rental described in **Sections 5.2** and **6.2** of the Lease.

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

“Authorized Company Representative” means the Person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the Company by an authorized officer of the Company. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Company Representative.

“Basic Rent” means the rental described in **Section 5.1** of the Lease.

“Bond” or **“Bonds”** means the Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series 2026, in the maximum aggregate principal amount of \$144,023,000,000, issued, authenticated and delivered under and pursuant to this Indenture.

“Bond Fund” means the “City of Independence, Missouri, Bond Fund (Nebius Project - Equipment)” created in **Section 501** of this Indenture.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds, dated as of February 1, 2026, by and between the City and the Purchaser.

“Business Day” means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the payment office of the Trustee is required or authorized by law to remain closed.

“City” means the City of Independence, Missouri, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, and its successors and assigns.

“Closing Date” means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

“Closing Price” means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date.

“Company” means Nebius, Inc., a Delaware corporation, and its successors or assigns.

“Completion Date” means the date of execution of the certificate required pursuant to **Section 504** hereof.

“Costs of Issuance Fund” means the “City of Independence, Missouri, Costs of Issuance Fund (Nebius Project - Equipment)” created in **Section 501** hereof.

“Cumulative Outstanding Principal Amount” means an amount equal to the aggregate of all amounts paid into the Project Fund in accordance with the provisions of this Indenture, the Bond Purchase Agreement and the Lease, as reflected in the bond registration records maintained by the Trustee or in the Table of Cumulative Outstanding Principal Amount set forth in the form of Bond in **Section 402** hereof.

“Event of Default” means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

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

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

“Investment Securities” means any of the following securities:

- (a) Government Securities;
- (b) obligations of the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, and Farmers Home Administration;
- (c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;
- (d) certificates of deposit, whether negotiable or nonnegotiable, and U.S. dollar denominated deposit accounts 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 or any of its affiliates), provided that such certificates of deposit or deposit accounts shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(e) shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least \$100,000,000, and which shares, at the time of purchase, are rated by S&P and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature; or

(f) any other investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

"Lease" means the Lease Agreement dated as of February 1, 2026, between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, "Moody's" will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

"Outstanding" means, when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

(a) Bonds subsequently cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" or **"Bondowner"** means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

"Paying Agent" means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

“Payment Date” means the date on which principal or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

“Performance Agreement” means the Performance Agreement dated as of February 1, 2026, between the City and the Company, as amended and supplemented from time to time.

“Person” means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

“Project Costs” means all costs of acquiring and installing the Project Equipment and of issuing the Bonds.

“Project Equipment” means the personal property to be acquired and installed at the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached hereto.

“Project Fund” means the “City of Independence, Missouri, Project Fund (Nebius Project - Equipment)” created in **Section 501** hereof.

“Project Site” means the location described in **Exhibit A** attached hereto and by this reference made a part hereof.

“Purchaser” means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds.

“S&P” means Standard & Poor’s Ratings Services, a division of McGraw Hill Financial, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, “S&P” will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

“State” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI** hereof.

“Supplemental Lease” means any supplement or amendment to the Lease entered into pursuant to **Article XII** hereof.

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

“Trustee” means BOKF, N.A., Kansas City, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

“Unassigned Rights” means (1) the City’s right to receive moneys for its own account, including but not limited to payments in lieu of taxes, (2) the City’s rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, and (3) the rights of the City to provide any consent or approval under the Lease and to enforce provisions of the Lease relating to the completion, condition or use of the Project Equipment (including but not limited to **Section 10.9** of the Lease).

Section 102. Rules of Interpretation.

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

(b) Wherever in this Indenture it is provided that 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 instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) Whenever an item or items are listed after the word “including”, such listing is not intended to be a listing that excludes items not listed.

(e) 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 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as “City of Independence, Missouri, Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series 2026.” The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$144,023,000,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of certain rents, revenues and receipts derived by the City from the Project Equipment and the Lease (excluding the Unassigned Rights), and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and neither the City, the State or related political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit C** hereto, in the denomination of \$0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the payment office of any Paying Agent named in the Bonds. The payment of principal on the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206** hereof. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, upon written request, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Company (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the continental United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the continental United States.

(e) If the Company is the sole Owner of the Bonds, then the Company may set-off (by book entry or other reasonable means) its obligation to pay Basic Rent to the City as lessee under the Lease against the City's obligations to the Company as the bondholder under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Company may deliver to the Trustee for cancellation the Bonds and the Company shall receive a credit against the Basic Rent payable by the Company under **Section 5.1** of the Lease in an amount equal to the remaining principal on the Bond so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor or (Interim) City Manager and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit C** 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 purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

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

(b) The Bonds may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit D** hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The City or the Trustee may make a reasonable 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 before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately 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) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of \$144,023,000,000 for the purpose of providing funds to pay the costs of the Project Equipment, which Bonds shall be designated “City of Independence, Missouri, Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series 2026.” The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on **December 1, 2046** (subject to prior redemption as provided in **Article III** hereof) and shall bear interest as specified in **Section 208(f)** hereof, payable on the dates specified in **Section 208(f)** hereof.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit C** hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee electronic copies of the following:

(1) The ordinance passed by the City Council authorizing the issuance of the Bonds and the execution of this Indenture, the Performance Agreement, the Bond Purchase Agreement and the Lease;

(2) Fully executed counterparts of this Indenture, the Lease, the Performance Agreement and the Bond Purchase Agreement;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit D** hereto;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Bonds and deliver the same to or at the direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Bonds constitute valid and legally binding limited and special revenue obligations of the City; and

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

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, either:

(1) The Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser; or

(2) The Company shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the Closing Price, and the Trustee shall authenticate and endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to the Company (or another purchaser designated by the Company).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the Closing Price.

(e) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease, and the Trustee shall, based solely of the amount set forth in the requisition, endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The Trustee shall be entitled to rely upon a written waiver of receipt and payment of such amounts as long as the Company and the Owner are the same entity. The date of endorsement of each Principal Amount Advanced (as defined in subsection (g) below) as set forth on **Schedule I** to the Bonds shall be the date of the City's approval of each requisition certificate. The Trustee shall keep a record of the total requisitions submitted, and shall notify the City if the requisitions submitted exceed the maximum Cumulative Outstanding Principal Amount of the Bonds permitted hereunder.

(f) The Bonds shall bear interest at the rate of **7.00%** per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2026, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount shall not exceed \$144,023,000,000 and further provided that the Bonds shall be paid in full no later than **December 1, 2046**. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the "Cumulative Outstanding Principal Amount." On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records the principal amount paid on the Bonds as "Principal Amount Redeemed," and shall enter the then Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit C** hereto. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company upon written request. After the Project Equipment installation has been completed and the certificate of payment of all costs is filed as provided in **Section 504** hereof, the Trustee, upon written request, to the

extent it has not already done so pursuant to this Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City 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 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project Equipment and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (1) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (2) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Sections 9.1** or **9.2** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project Equipment. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the

earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) In connection with a redemption under paragraphs (a) or (b) of this Section, at its option, the Company may deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, 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. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)** hereof, the Company shall deliver written notice to the City and the Trustee that it has elected to direct the City to redeem all or a portion of the Bonds at least 40 days (10 days if the Company is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Company is the Owner) prior to the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit C** hereto. 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 requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

- (a) “City of Independence, Missouri, Project Fund (Nebius Project - Equipment)” (herein called the “Project Fund”);
- (b) “City of Independence, Missouri, Costs of Issuance Fund (Nebius Project - Equipment)” (herein called the “Costs of Issuance Fund”); and
- (c) “City of Independence, Missouri, Bond Fund (Nebius Project - Equipment)” (herein called the “Bond Fund”).

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208** hereof), including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601** hereof, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of acquiring and installing the Project Equipment shall pursuant to any directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company (or any other party that has made payment on behalf of the Company) for payment of, Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208** hereof, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Company in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of the requisition certificate.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project Equipment. The completion of the acquisition and installation of the Project Equipment and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date any balance remaining in the Project Fund shall

without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Deposits into and Disbursements from the Costs of Issuance Fund. Money deposited by the Company in the Costs of Issuance Fund shall be used solely to pay costs of issuing the Bonds or refunded to the Company as hereinafter provided. The Trustee shall without further authorization disburse from the Costs of Issuance Fund, to the extent available, money sufficient to pay the amounts shown in a closing memorandum or requisition certificate provided to the Trustee on or before the date of delivery of the Bonds, which shall have attached thereto the statements, invoices and related items described in said closing memorandum or requisition certificate. The Trustee may rely conclusively on the amounts due as shown in the closing memorandum or requisition certificate and will not be required to make any independent inspection or investigation in connection therewith. Any of such money not used to pay costs of issuance by the date that is six months after the date of this Indenture shall be refunded to the Company.

Section 506. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902** hereof, upon the date of payment by the Trustee of any moneys due as provided in **Article IX** hereof, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits Into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (a) all accrued interest on the Bonds, if any, paid by the Purchaser; (b) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (c) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease that is not payable to the City; (d) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project Equipment or pursuant to **Section 506** hereof upon acceleration of the Bonds; (e) the balance of any Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (f) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (g) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (h) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) The Trustee shall notify the Company in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof or in **Section 4.6(a)** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and the

interest on the Bonds as the same mature and become due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest. To the extent the Company is the Owner of all of the Bonds Outstanding, payment may be made via transaction entry on the trust records held by Trustee.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** hereof so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture, the Lease, and the Performance Agreement, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the Company for

payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 605. Repayment to the Company from the Bond Fund. After payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the reasonable fees, charges and expenses of the Trustee and the City and any other amounts required to be paid under this Indenture and the Lease, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein 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 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. Moneys in the Costs of Issuance fund shall be held un-invested. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee shall invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption before the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** hereof for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project Equipment and the Lease(excluding the Unassigned Rights) as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project Equipment 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 Equipment.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City 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 the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project Equipment or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements, and hereby authorizes the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder provided a copy of the originally filed financing statement is timely delivered to the Trustee. Unless otherwise notified in writing by the Company or City, the Trustee may conclusively rely upon any originally filed financing statements in filing any continuation statements hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all 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 Owners and the rights of the Trustee hereunder.

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

Section 807. Enforcement of Rights Under the Lease. The City covenants and agrees that it will enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project Equipment in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Owners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the City and the Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for the Unassigned Rights, any other rights of the City or the Trustee to receive payments owing to either of them for their own account under the Indenture, the Lease, and the Performance Agreement, or any other agreement related to the Bonds or for their rights of indemnification or to be protected from liabilities by insurance policies required by the Lease) if so directed in writing by the Owners of 100% of the Outstanding Bonds. The City agrees that the Trustee, as assignee of the rentals and other amounts to be received by the City and paid by the Company under the Lease, or in its name or in the name of the City, may enforce all rights of the City to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder. So long as not otherwise provided in this Indenture, the Company shall be permitted to possess, use and enjoy the Project Equipment and appurtenances so as to carry out its obligations under the Lease.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

- (a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;
- (b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;
- (c) Default as specified in **Section 12.1** of the Lease has occurred; or
- (d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail to the Company, and the Company has had 30 days after receipt of such notice to correct said default or cause said default to be corrected and has not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall

not constitute an Event of Default if corrective action is instituted by the Company or the City (as the case may be) within such period and diligently pursued until the default is corrected.

Section 902. Acceleration of Maturity in Event of Default; Rescission. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice to the Company and Trustee but with the written consent of the City, rescind and annul such declaration and its consequences if: (a) there is deposited with the Trustee a sum sufficient to pay: (1) all overdue installments of interest on all Bonds; (2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and (3) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and (b) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 910** of this Indenture.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** hereof elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project Equipment (excluding the Unassigned Rights) or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges having a lien that is senior to the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Performance Agreement. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908** hereof. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, 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 or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(b), (c), (d), (e) or (f)** of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to 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 and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** hereof or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)** hereof, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity 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 Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, 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, including **Section 1001(l)** hereof.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(b)** through **(f)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of any obligations outstanding under the Lease and the Performance Agreement, of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys fees and expenses) or amounts to be paid pursuant to **Section 903** hereof, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Person entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910** hereof, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it 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 dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid (including any amounts payable under the Performance Agreement), any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 602** hereof.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners 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 Owners 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; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds, and only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that (1) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(b), (c), (d) (e) or (f)** of the Lease, and (2) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Owners 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.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(i)** hereof, 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 their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project Equipment or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not Trustee. The Trustee shall not be accountable for the use or application by the City or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture 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, 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 place 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 before taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee is under no duty to perform an independent investigation as to any statement or fact contained in any such certificate, opinion or advice it obtains regarding the accuracy or truth of any statement or correctness of any opinion. The Trustee shall not be liable for any action or inaction taken in good faith in reliance on such a certificate or any advice received from counsel, and the Trustee may conclusively rely as to the truth of the statements and the correctness of the opinions or statements expressed therein.

(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. In no event shall the Trustee be liable for consequential damages. The Trustee shall not be liable for any act or omission, in the absence of bad faith, when the Trustee reasonably believes the act or failure to act is authorized and within its powers to perform under the Indenture.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI** hereof, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project Equipment, and all books, papers and records of the City pertaining to the Project Equipment and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

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

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, 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 City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(o) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred. The Trustee's right to compensation

and indemnification relating to period during which it serves as Trustee hereunder shall survive the satisfaction and discharge of this Indenture or its resignation or removal hereunder and payment in full of the Bonds.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** hereof required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor trustee become effective until such time as a successor trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such resignation.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the Company and the Owners and signed by the City. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such removal.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or

concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor or (Interim) City Manager and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than \$50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, 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; 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 City be required by any predecessor or 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 City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project Equipment is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project Equipment, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot 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) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), 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 City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

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

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year, within 90 days following the end of such year, to the City, the Company and to any Owner requesting the same and, upon the request of the City, the Company or any Owner, a monthly accounting to any such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, 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 which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment);

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

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

(d) To conform the Indenture to amendments to the Lease made by the City and the Company; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City 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, that without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article that affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company at least 15 days prior to the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project Equipment or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment).

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the executing of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereof.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision also made for paying all other sums payable hereunder and under the Lease and the Performance Agreement, including the reasonable fees and expenses of the Trustee, the City and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 602** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the terms thereof, or (2) have been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) 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, or (3) have been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** hereof 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 shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in Person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(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, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206** hereof.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Company is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and the pledgee is not the Company or any affiliate thereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners, as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company or Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service, as follows:

(a) To the City:

City of Independence, Missouri
111 E. Maple Ave.
Independence, MO, 64050
Attention: City Manager

(b) To the Trustee:

BOKF, N.A.
2405 Grand Blvd, Ste 840
Kansas City, MO 64108
Attn: Corporate Trust Department

(c) To the Company:

Nebius, Inc.

Attention: _____

with a copy to:

Rouse Frets White Goss Gentile Rhodes, P.C.
801 W. 47th Street, Suite 500
Kansas City, Missouri 64112
Attention: Mark R. Coulter

(d) To the Owners if the same is duly mailed by first class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided that any of the foregoing given to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1404. 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 1405. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1407. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1408. Electronic Notice to Trustee. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by electronic notice, provided, however, that such instructions or directions shall be signed by an Authorized Company Representative. If the Company elects to give the instructions by electronic notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. Pursuant to the Lease, the Company agrees to assume all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, City of Independence, Missouri, has caused this Indenture to be signed in its name and behalf by its (Interim) City Manager and the seal of the City to be hereunto affixed and attested by the City Clerk, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

BOKF, N.A.,
as Trustee

By _____
Name:
Title:

[SEAL]

ATTEST:

By _____
Name:
Title:

EXHIBIT A

PROJECT SITE

The following described real estate located in Jackson County, Missouri:

[**INSERT LEGAL DESCRIPTION**]

EXHIBIT B

PROJECT EQUIPMENT

The Project Equipment consists of the following, to the extent located at the Project Site and paid for in whole with Bond proceeds:

Data servers, specialized mechanical, electrical and plumbing systems, HVAC systems, and data center support equipment sufficient to operate a data center of at least 800 megawatts.

EXHIBIT C

FORM OF BONDS

***THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR
NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.***

No. 1

**Not to Exceed
\$144,023,000,000**

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(NEBIUS PROJECT - EQUIPMENT)
SERIES 2026**

Interest Rate

7.00%

Maturity Date

December 1, 2046

Dated Date

____ __, 2026

OWNER:

NEBIUS, INC.

MAXIMUM PRINCIPAL AMOUNT:

**NOT TO EXCEED ONE HUNDRED
FORTY-FOUR BILLION, TWENTY-
THREE MILLION DOLLARS**

THE CITY OF INDEPENDENCE, MISSOURI, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2026, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term “Cumulative Outstanding Principal Amount” means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated “City of Independence, Missouri, Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series 2026,” in the maximum aggregate principal amount of \$144,023,000,000 (the “Bonds”), to be issued for the purpose of acquiring and installing certain equipment (the “Project Equipment”) on a site located at and surrounding 501 North Bly Road in the City (the “Project Site”). The City will lease the Project Equipment to a company (the “Company”), under the terms of a Lease Agreement dated as of February 1, 2026 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, the charter of the City and pursuant to proceedings duly had by the Council of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of February 1, 2026 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the “Trustee”). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment prior to maturity as provided in the Indenture.

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project Equipment and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project Equipment and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the “City of Independence, Missouri, Bond Fund (Nebius Project - Equipment)”.

THE OWNER of this Bond shall have no 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 before the stated maturity thereof, together with interest

accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in Person or by such Person's duly authorized agent, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of \$144,023,000,000.

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

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

IN WITNESS WHEREOF, the City of Independence, Missouri has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor or (Interim) City Manager, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated the date set forth above.

CERTIFICATE OF AUTHENTICATION

CITY OF INDEPENDENCE, MISSOURI

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

By: _____
Interim City Manager

Registration Date: _____

BOKF, N.A.,
as Trustee

ATTEST: _____ (Seal)

By _____
Authorized Signatory

City Clerk

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(NEBIUS PROJECT - EQUIPMENT)
SERIES 2026**

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

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

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

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

Dated: _____.

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

Place medallion guarantee below:

EXHIBIT D

FORM OF REPRESENTATION LETTER

City of Independence, Missouri
111 E. Maple Ave.
Independence, MO, 64050
Attention: City Manager

BOKF, N.A., as Trustee
2405 Grand Blvd, Ste 840
Kansas City, MO 64108
Attn: Corporate Trust Department

Re: \$144,023,000,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series 2026 of the City of Independence, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the “Bonds”), the undersigned purchaser of the Bonds (the “Purchaser”) hereby represents, warrants and agrees as follows:

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of February 1, 2026 (the “Indenture”), between the City of Independence, Missouri (the “City”) and BOKF, N.A., Kansas City, Missouri, as trustee (the “Trustee”), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project Equipment (as defined in the Indenture) to Nebius, Inc., a Delaware corporation (the “Company”), under a Lease Agreement dated as of February 1, 2026 (the “Lease”), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the “1933 Act”), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

3. The Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and upon receipt of any required opinion of counsel acceptable to the City, the Company, the Trustee and the Purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to the Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. The Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that the Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. The Purchaser believes that the Bonds being acquired are a security of the type that the Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The Purchaser is fully aware of and satisfied with (i) the current status of the ownership of the Project Equipment and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to **Section 208** of the Indenture.

Dated: _____, 20__

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

**CITY OF INDEPENDENCE, MISSOURI,
As Lessor,**

AND

**NEBIUS, INC.,
As Lessee**

LEASE AGREEMENT

Dated as of February 1, 2026

Relating to:

**\$144,023,000,000
(Aggregate Maximum Principal Amount)
City of Independence, Missouri
Taxable Industrial Development Revenue Bonds
(Nebius Project - Equipment)
Series 2026**

Certain rights of the City of Independence, Missouri (the “City”), in this Lease Agreement have been pledged and assigned to BOKF, N.A., Kansas City, Missouri, as Trustee under the Trust Indenture dated as of February 1, 2026, between the City and the Trustee. Such pledge and assignment does not include the Unassigned Rights (defined in the Indenture).

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of February 1, 2026 (the “Lease”), is between the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, as lessor (the “City”), and **NEBIUS, INC.**, a Delaware corporation, as lessee, and its successors or assigns, as permitted hereunder (the “Company”);

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the “Act”), to purchase, construct, extend, improve and equip certain “projects” (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing, office industry and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the “Ordinance”) on _____, 2026, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series 2026, in the maximum principal amount of \$144,023,000,000 (the “Bonds”), for the purpose of acquiring and installing certain equipment (the “Project Equipment,” as more fully described on **Exhibit B** hereto) at a site located at and surrounding 501 North Bly Road in the City (the “Project Site,” as more fully described on **Exhibit A** hereto).

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the “Indenture”) with BOKF, N.A., Kansas City, Missouri, as Trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company under which the City will acquire and install the Project Equipment and lease the Project Equipment to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

4. In consideration of the terms and conditions of this Lease, the Ordinance, issuance of the Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a Performance Agreement of even date herewith (the “Performance Agreement”), pursuant to which the Company has agreed to make certain payments in lieu of taxes.

5. Pursuant to the foregoing, the City desires to lease the Project Equipment to the Company and the Company desires to lease the Project Equipment from the City, for the rentals and upon the terms and conditions hereinafter set forth.

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

“Additional Rent” means the additional rental described in **Sections 5.2** and **6.2** of this Lease.

“Basic Rent” means the rental described in **Section 5.1** of this Lease.

“Certificate of Insurance Compliance” means a certificate in substantially the form set forth on **Exhibit D** hereto evidencing the Company’s compliance with the insurance requirements set forth in **Article VII** hereto, fully executed by the Authorized Company Representative and upon which the Trustee may conclusively rely without further investigation or inquiry.

“City Code” means the City’s Code of Ordinances published most recently in 2021, as the same may be amended by the City from time to time.

“Completion Certificate” means a certificate in substantially the form set forth on **Exhibit E** hereto evidencing the Completion Date as set forth in **Article IV** hereto, fully executed by the Authorized Company Representative and upon which the Trustee may conclusively rely without further investigation or inquiry.

“Environmental Law” means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, any other “Superfund” or “Superlien” law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous materials, as now or at any time hereafter in effect.

“Financing Document” means any loan agreement, credit agreement, indenture, security agreement, mortgage, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document executed by or on behalf of a Financing Party.

“Financing Party” means any Person providing debt, lease or equity financing or other financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letters of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the ownership, purchase, lease, operation or maintenance of the Project Equipment or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person’s behalf.

“Full Insurable Value” means the actual replacement cost of the Project Equipment less physical depreciation as determined in accordance with **Section 7.1(a)** hereof.

“Lease Term” means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** hereof.

“Leasehold Security Agreement” means any leasehold security agreement, mortgage, leasehold deed of trust, assignment of rents and leases, security agreement or other agreement relating to the Project Equipment permitted pursuant to the provisions of **Section 10.4** hereof.

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to the Project Equipment, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including reasonable attorneys’ fees, trustee’s fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

“Permitted Encumbrances” means, as of any particular time, as the same may encumber the Project Equipment, (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, this Lease, and the Performance Agreement, (c) liens or security interests granted pursuant to any Leasehold Mortgage or any Financing Documents, and (d) liens or security interests granted pursuant to any Leasehold Security Agreement or any Financing Documents.

“Project Equipment” means the personal property to be acquired and installed at the Project Site pursuant to **Article IV** of this Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached hereto.

“Project Site” means the location described in **Exhibit A** attached hereto and by this reference made a part hereof.

“Real Property Lease” means the Lease Agreement relating to the Project Site and improvements to be located on the Project Site between the City and the Real Property Lessee.

“Real Property Lessee” means Missouri ADC Holdings, LLC, and its successors and assigns as permitted under the Real Property Lease.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

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

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

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

(f) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Acceptance of Indenture. The Company acknowledges that it has received an executed copy of the Indenture and that it is familiar with the terms and conditions of the Indenture. The Company further covenants that it will comply with all the conditions and covenants contained in the Indenture relating to the Company and the Project Equipment, and that it will not take any action which would cause a default thereunder or jeopardize the rights of the Trustee, the City or the Bondowners.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers;

(b) The City agrees to cause the Project Equipment to be acquired and installed on the Project Site. The City agrees to lease the Project Equipment to the Company and sell the Project Equipment to the Company if the Company exercises its option to purchase the Project Equipment or upon termination of this Lease as provided for herein, all for the purpose of furthering the public purposes of the Act;

(c) The acquisition and installation of the Project Equipment and the leasing of the Project Equipment by the City to the Company will further the public purposes of the Act;

(d) To the City’s knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby;

(e) To finance the costs of the Project Equipment, the City proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture;

(f) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project Equipment and the net earnings therefrom, including all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project Equipment (except for the Unassigned Rights), will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to the Lease;

(g) The City will not grant security interests in or take any affirmative action that would permit a lien to be placed on the Project Equipment or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except at the request of or with the written consent of the Authorized Company Representative; and

(h) The City shall have no authority to operate the Project Equipment as a business or in any other manner except as the lessor thereof or potentially as lessee of a portion thereof, except subsequent to an Event of Default hereunder.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is in good standing under the laws of and authorized to do business in the State of Missouri;

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and by proper action of its members the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives;

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not, to the best of the Company's knowledge, conflict with or result in a material breach of any of the terms, conditions or provisions of, or constitute a material default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a material default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party;

(d) The Project Equipment will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations, including the City Code; and

(e) The Project Equipment will be located on the Project Site.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project Equipment to the Company, and the Company hereby rents, leases and hires the Project Equipment from the City, subject to Permitted Encumbrances for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and terminating on **December 1, 2046**.

Section 3.3. Possession and Use of the Project Equipment.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2(b)** following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project Equipment (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project Equipment during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project Equipment during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project Equipment and will defend the Company's enjoyment and possession thereof against all parties. The City will, at the request of the Company, reasonably cooperate with the Company in obtaining financing for Project Equipment, as detailed in **Section 10.4** of this Lease.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project Equipment for any lawful purpose contemplated by the Act, this Lease, and the Performance Agreement. The Company shall comply in all material respects with all statutes, laws, ordinances, codes, 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 Equipment as to the manner of use or the condition of the Project Equipment. In the event of demonstrated noncompliance with such statutes, laws, ordinances, codes, orders, judgments, decrees, regulations, directions and requirements the Company will take all reasonable steps to comply with such statutes, laws, ordinances, codes, orders, judgments, decrees, regulations, directions and requirements. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, code, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

Section 3.4. Title to the Project Equipment. Subject to the terms herein, the City shall be the sole owner of the Project Equipment during the Lease Term.

ARTICLE IV

ACQUISITION AND INSTALLATION OF THE PROJECT EQUIPMENT

Section 4.1. Issuance of the Bonds. The City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly

deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Lease and in the Indenture. Alternatively, the Trustee may, (pursuant to **Section 208(d)** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4** below. In that event, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in the requisition certificate.

Section 4.2. Acquisition and Installation of the Project Equipment. The City and the Company agree that the Company, as the agent of the City, shall, but solely from the Project Fund, acquire and install the Project Equipment as follows:

(a) [Reserved].

(b) The Company will purchase and install the Project Equipment at the Project Site. The Company shall transfer title to the Project Equipment to the City from time to time by bills of sale or other instruments of transfer. Each bill of sale or other instrument of transfer and each personal property declaration form shall be of sufficient specificity so as to enable Jackson County's officials (including representatives of the Assessor's office) to determine which personal property as reported on the annual personal property declaration constitutes Project Equipment (and therefore is owned by the City) and which personal property does not constitute Project Equipment (and therefore is owned by the Company). The City and the Company agree that, pursuant to **Section 4.8**, property purchased in whole or in part by the Company with its own funds, and not Bond proceeds, shall not constitute part of the Project Equipment and shall remain the property of the Company and therefore subject to taxation (and the Company shall report such property to Jackson County as taxable). On or before March 1 of each year, the Company shall provide to the City the report required by **Section 3.2** of the Performance Agreement. On **December 31, 2046**, title to all personal property comprising the Project Equipment shall be, and hereby is, conveyed to the Company, without further act of the City or the Company.

(c) In the event such acquisition and installation commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date.

Section 4.4. Payment for Project Costs. All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture, and the City hereby irrevocably authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit C**, signed by an Authorized Company Representative, which disbursements may be recorded via a transaction entry on the trust records held by the Trustee. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. The submission of any requisition certificate by an Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been satisfied.

The Company shall make good faith efforts to submit disbursements certificates (as described in the paragraph above) for all Project Costs within 90 days after incurring such Project Costs, but in no case later than December 31 of the year in which the Project Costs were incurred. In connection with each disbursement certificate submitted to the Trustee, and within 10 days of submittal thereof, the Company shall pay an issuance fee to the City in an amount equal to 0.01236% of the total Project Costs contained in such disbursement certificate, which amount shall be reported to the Trustee and added to the Cumulative Outstanding Principal Amount of the Bonds.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by the delivery of a Completion Certificate. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon receipt of the certificate described in Section 4.5 hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the acquisition and installation of the Project Equipment free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Company shall save the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Equipment Property of City. The Project Equipment, which the Company desires to convey to the City, including anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project Equipment, and the Project Equipment as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when installed become the absolute property of the City, subject only to this Lease, the Indenture, Permitted Encumbrances and the Leasehold Security Agreement or Financing Documents, if any.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment which do not constitute part of the Project Equipment and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project Equipment for purposes of **Section 6.4** hereof and therefore are subject to taxation, to the extent otherwise provided by law.

Section 4.9. Environmental Matters. The Company acknowledges that it is responsible for maintaining the Project Equipment in compliance with all Environmental Laws. In the event that the Company fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority under applicable Environmental Law, the City or the Trustee, immediately after notice to the Company, may elect (but shall not be required) to undertake such compliance. Any moneys expended

by the City or the Trustee in efforts to comply with any applicable Environmental Law (including the reasonable cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and reasonable attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Company to the extent of any liability incurred by the City or the Trustee with respect to any breaches of the provisions of this section.

The Company shall and does hereby indemnify the City and the Trustee and agrees to defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs associated incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence on, escape or removal from the Project Equipment during the term of this Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim is raised before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, this indemnity shall only relate to claims resulting from the City's ownership of the Project Equipment and the Trustee's acceptance of its duties as Trustee hereunder.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, for deposit in the Bond Fund on or before 10:00 a.m., Trustee's local time, on or before each December 1, commencing **December 1, 2026** and continuing until the principal of and interest on the Bonds which are then outstanding and have not been subject to early redemption shall have been fully paid, an amount which, when added to any collected funds then on deposit in the Bond Fund and available on such Payment Date, shall be equal to the total amount payable on each December 1 as interest on the Bonds. On **December 1, 2046** (or such earlier date as the Company may elect to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption. All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture, provided that if the Company is the Owner of all the Bonds Outstanding, payment of Basic Rent as provided for in this Section may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent consistent with **Section 204** of the Indenture. Any Basic Rent paid by the Company which exceeds the total amount payable on such payment dates shall be immediately paid to the Company by wire transfer. At its option, on the final Payment Date, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts as and when the same become due:

(a) all reasonable fees, charges and expenses, including agent and counsel fees, of the City or the Trustee incurred under the Indenture, this Lease, or any other document entered into in connection with the Bonds, as and when the same become due. The annual administrative fee of the City shall be capped at \$_____. The Trustee fees due hereunder shall be capped at \$_____ annually. The parties agree that the aggregate fees under this subsection shall be limited to \$5,000;

(b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all outstanding Bonds;

(c) all reasonable costs which are reasonably incurred and actually made in connection with the enforcement of any rights against the Company or the Project Equipment or in connection with a failure of the Company to perform its obligations under this Lease, the Indenture, or the Performance Agreement by the City, the Trustee or the Bondowners, including counsel fees and expenses;

(d) all amounts payable under the Performance Agreement; or

(e) all other payments of whatever nature which Company has agreed to pay or assume under the provisions of this Lease.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligation of the Company to pay Basic Rent and Additional Rent are in consideration of the City's obligation to issue the Bonds and comply with the Trust Indenture. The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, 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 acquisition and installation of the Project Equipment has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project Equipment or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project Equipment, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in anyway the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4** hereof, nor the right of the Company to terminate this Lease and repurchase the Project Equipment as provided in **Article XI** hereof.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the

Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay a portion of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

Subject to **Section 301(a)** of the Indenture relating to the redemption of Bonds, the Company, at its option, may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project Equipment in as reasonably safe condition as the operation thereof will permit, and keep the Project Equipment in good repair and in good operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City Code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to the Performance Agreement and subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project Equipment, or any part thereof or interest therein (including the leasehold estate of the Company therein), or the income therefrom, including any new 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 personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would materially impair the security of the Bonds or materially encumber the City's title to the Project Equipment; provided that with respect to any special assessments or other governmental

charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City and the Trustee written notice of its intention to do so, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City and the Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against any payments in lieu of taxes due under the Performance Agreement to the extent of any ad valorem taxes imposed and paid by the Company with respect to the Project Equipment paid pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project Equipment shall be paid for by the Company and shall be contracted for by the Company in the Company's own name (or the name(s) of its Affiliates), and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith. The Company recognizes that the cost of utilities includes payments in lieu of tax charged by the City to its City-operated utilities under Section 16.07.001 of the City Code.

Section 6.4. Tax Exemptions.

(a) The City and the Company agree that while the Project Equipment is owned by the City and is subject to this Lease, the Project Equipment and the leasehold interest of the Company in the Project Equipment will be exempt from all current and future *ad valorem* property taxes by reason of such ownership (during the period in which the Project Equipment is owned by the City), and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties in accordance with the Performance Agreement attached hereto as *Appendix I*. Notwithstanding the foregoing, Company will annually pay to the City the payments with respect to the Project Equipment set forth in the Performance Agreement.

(b) No sales tax exemption is being provided by the City in connection with the Project Equipment.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report. [Reserved.]

Section 7.2. Property Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance to keep the Project Equipment constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of B+ or the equivalent thereof or better as may be selected by the Company. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Company as insured and the City and the Trustee shall be named as loss payees, as their respective interests may appear, and shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to, the Company of the cancellation of such insurance. Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2026 with a Certificate of Insurance Compliance, in the form of **Exhibit D** attached hereto, certifying compliance with this Section and containing copies of the insurance policies required under this Section, or certificates thereof. The Trustee shall be entitled to conclusively rely upon such certificate as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of loss or damage to the Project Equipment, the Net Proceeds of property insurance carried pursuant to this Section shall be applied as provided in **Article IX** of this Lease, or as may be directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds outstanding.

Section 7.3. Commercial General Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and commercial general liability insurance under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to loss deductible clauses not to exceed \$100,000). The policies of said insurance shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to the Company of the cancellation of such insurance. The Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2026 with a Certificate of Insurance Compliance, in the form of **Exhibit D** attached hereto, certifying compliance with this Section and containing copies of the insurance policies required under this Section, or certificates thereof. The Trustee shall be entitled to conclusively rely upon such certificate as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Workers' Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the Workers' Compensation coverage required by the laws of the State of Missouri.

Section 7.5. Blanket Insurance Policies; Self-Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. Nothing in this Lease shall be construed from prohibiting the Company from self-insuring provided the Company, or in combination with its parent corporation, has a net worth in excess of \$200,000,000, as determined by accounting principles generally accepted in the United States of America.

ARTICLE VIII

ALTERATION OF THE PROJECT EQUIPMENT

Section 8.1. Additions, Modifications and Improvements to the Project Equipment. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project Equipment as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in workmanlike manner and will comply in all material respects 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 Equipment; *provided, however*, that additions of machinery and equipment installed on the Project Site by the Company not purchased or acquired from Bond proceeds deposited with the Trustee hereunder and not constituting repairs or replacements due to damage of the Project Equipment shall remain the property of the Company, may be removed by the Company, and shall be subject to *ad valorem* taxes.

Section 8.2. Removal of Project Equipment.

(a) The Company may, if no uncured Event of Default exists and is continuing, remove from the Project Site without responsibility or accountability to the City or the Trustee with respect thereto, any items of machinery and equipment, or parts thereof, which constitute a part of the Project Equipment or indicate to the City that it wishes to remove such machinery or equipment from the property constituting Project Equipment while it remains located at the Project Site. Within 90 days after such removal, the Company shall deliver to the City and the Trustee a certificate signed by an Authorized Company Representative containing a complete description of the machinery or equipment that the Company has so removed. Upon request by the Company, the City will execute and deliver a bill of sale that transfers full and complete title to the Company of the Project Equipment so removed. The City agrees to execute and promptly return to the Company a bill of sale upon request and in any event within 15 days after receiving notice of the request. Any request for such bill of sale shall be accompanied by an estimate of the value of the property being removed and a request to the Trustee to reduce the Cumulative Outstanding Principal Amount of the Bonds by the amount of such estimated value. Notwithstanding anything contained herein to the contrary, title to any item of the Project Equipment removed from the Project Site shall automatically vest in the Company without further instrument or action, and such vesting of title shall be self-operative effective upon removal. Any Project Equipment removed from the Project Site shall no longer be entitled to the tax exemption afforded by virtue of the City's ownership thereof.

(b) In all cases, the Company shall pay all of the costs and expenses of any such removal. The Company's right under this Section to remove machinery and equipment constituting a part of the Project Equipment is intended only to permit the Company to maintain an efficient operation by the removal of machinery and equipment that is no longer suitable 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

specifically is not to be construed to permit the Company to make a wholesale removal of the Project Equipment.

Section 8.3. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project Equipment related to any repair, rebuilding, restoration, replacement, modification or addition to the Project Equipment, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable building, zoning and other laws, ordinances, codes and governmental regulations. In the event of demonstrated noncompliance with such laws, ordinances, codes, governmental regulations and requirements the Company will take all reasonable steps to comply with laws, ordinances, codes, governmental regulations and requirements.

Section 8.4. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project Equipment, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project Equipment, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project Equipment, the Company shall discharge the same of record within 90 days after the date of filing. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that, except as otherwise stated in a memorandum of this Lease recorded with the recorder of deeds, no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project Equipment or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics' or other similar lien if the Company (1) within said 90-day period stated above notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project Equipment, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project Equipment will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such security interest, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such security interest, pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project Equipment is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore or replace the same as nearly as may be practicable to their condition and character immediately prior to such damage or destruction, and so that upon completion of such repairs, restoration or replacement the Project Equipment is of a value not less than the value thereof immediately before the occurrence of such damage or destruction.

If the Company elects to repair, restore or replace the Project Equipment, for all purposes of this Lease, any reference to the words "Project Equipment" shall be deemed to also include any such new machinery and equipment.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project Equipment shall be used to pay the cost of repairing, restoring or replacing the Project Equipment or any part thereof. Insurance monies in an amount less than \$5,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of \$5,000,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** hereof to pay the cost of repairing, restoring or replacing the Project Equipment or any part thereof, or (ii) if determined by the Owners of 100% in principal amount of the Bonds Outstanding, applied as directed by, or on behalf of, such Owners of 100% in principal amount of the Bonds Outstanding. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration or replacement, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of any leasehold security interest holder or Financing Party. Completion of such repairs, restoration or replacement shall be evidenced by a certificate of completion in accordance with the provisions of **Section 4.5** hereof. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration or replacement, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site which damages a material portion of the Project Equipment.

(f) If the Company determines that repairing, restoring or replacing the Project Equipment is not practicable or desirable, or if the Company does not have the right under the Leasehold Security Agreement (if any) or Financing Documents (if any) to use any Net Proceeds for repair or restoration of the Project Equipment, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of the secured party under the Leasehold Security Agreement (if any) and the Financing Party under the Financing Documents (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole owner of the Bonds and it has determined that repairing, restoring or replacing the Project Equipment is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance, and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project Equipment during any period in which the Project Equipment is damaged or destroyed or is being repaired, restored or replaced, nor by reason of the payment of the costs of such repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project Equipment is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, the secured party under the Leasehold Security Agreement (if any) and the Financing Party under the Financing Documents (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire and install substitute equipment.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition and installation of such substitute equipment, so as to place the Project Equipment in substantially the same condition as existed before the exercise of the said power of eminent domain, including the acquisition and installation of other equipment suitable for the Company's operations at the Project Site (which equipment will be deemed a part of the Project Equipment and available for use by the Company without the payment of any rent other than herein provided, to the same extent as if such other equipment were specifically described herein and demised hereby); provided, that such equipment will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project Equipment or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire and install substitute equipment, any Net Proceeds of condemnation awards received by the Company shall, after

payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, provided that if the Company is the sole owner of the Bonds and it has determined that acquiring and installing substitute equipment is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the condemnation awards, and retain such proceeds for its own account, all subject to the rights of the secured party under the Leasehold Security Agreement (if any) and Financing Party under the Financing Documents (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project Equipment 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 from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Equipment or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Equipment or any part thereof without the prior written consent of the Company.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may prior to the application thereof by the City or the Trustee be applied as directed by the Owners of 100% of the principal amount of Bonds outstanding, subject and subordinate to the rights of the City and the Trustee to be paid all their expenses (including reasonable attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds. For purposes of this Section only, any person to whom Bonds have been pledged in good faith shall be deemed to be the Owner of the Bonds.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project Equipment or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project Equipment or the Company's use thereof, unless such loss is the result of the City's or the Trustee's gross negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)** hereof, the Company shall peacefully surrender possession of the Project Equipment to the City in good condition and repair, ordinary wear and tear excepted; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any furniture, trade fixtures, machinery and

equipment owned by the Company and not constituting part of the Project Equipment. All repairs to and restorations of the Project Equipment required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project Equipment. All furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project Equipment before the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. City's Right of Access to the Project Equipment. Subject to the confidentiality and security requirements of the Company and its end clients, the Company agrees that the City and the Trustee and their duly authorized agents shall have the right at reasonable times during regular business hours, subject to five business days advance written notice except in the event of an emergency and the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site (a) to examine and inspect the Project Equipment without interference or prejudice to the Company's operations or to the acquisition and installation of the Project Equipment, (b) as may be reasonably necessary to cause to be completed the purchase and installation provided for in **Section 4.2** hereof, (c) performing such work in and about the Project Site made necessary by reason of the Company's default under any of the provisions of this Lease for which notice and an opportunity to cure have been provided, and (d) following an Event of Default, exhibiting the Project Equipment to prospective purchasers, lessees or trustees. The Company shall have the right to have representatives present during any such examination or inspection.

Section 10.4. Granting of Licenses; Leasehold Security Interests and Financing Arrangements.

(a) Subject to **Sections 10.4(c)** and **(d)**, if no Event of Default under this Lease has happened and is continuing, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1** hereof), licenses and other rights or privileges that are for the direct use of the Project Equipment, or part thereof, by the grantee, (ii) release or terminate existing subleases, licenses and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall reasonably determine, or (iii) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City, unless such third party has actual or constructive notice, expressly in writing, that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder. The City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, license or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project Equipment, will not materially adversely affect the security intended to be given by or under the Indenture and will be a

Permitted Encumbrance. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(c) and (d)**, upon (i) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project Equipment by the Company or (ii) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Company may grant security interests in the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such security agreement, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof.

(c) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project Equipment, this Lease, and the leasehold estate created hereby with prior notice to but without the consent of the City, and may collaterally assign its interest in the Lease and the agreements evidencing or relating to the Bonds, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such Financing Document is delivered to the City within thirty (30) days after the execution thereof. The Company may require the City to grant security interests in the City's ownership interest in the Project Equipment held by the City with prior notice to but without the consent of the City and the City agrees that it will execute any documents necessary or appropriate to grant such security interests as may be reasonably requested by the Company or any Financing Party. In either case, in connection therewith, the Company shall have the right to assign this Lease, the leasehold estate, any sublease, and any rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party and the City will reasonably cooperate with such Financing Party and the Company. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1**.

(d) Upon notice by the Company to the City in writing that it has executed one or more Financing Documents under which it has granted rights in this Lease to a Financing Party, which includes the name and address of such Financing Party, then the following provisions shall apply in respect of each such Financing Party:

(1) there shall be no merger of this Lease or of the leasehold estate created hereby with the title to the Project Equipment, notwithstanding that this Lease or said leasehold estate and said title shall be owned by the same Person or Persons, without the prior written consent of such Financing Party;

(2) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Financing Party;

(3) each Financing Party shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus thirty (30) days, and the City shall accept performance by such Financing Party as timely performance by the Company;

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of the Financing Parties under this **Section 10.4(d)** as to such other events of default;

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such event of default shall continue beyond any period set forth in the Lease to effect said cure so long as the Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that the Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default;

(6) the Financing Parties (and their designees, nominees, assignees or transferees) shall have the right to enter, possess and use the Project Equipment at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Financing Documents;

(7) any indemnification of the City and Trustee pursuant to **Section 4.9** shall also apply to the Financing Party; and

(8) Any notice sent by the Company to the City and the Trustee pursuant to any provision of this Lease shall also be sent to the Financing Party.

(e) The City will cooperate with the Company in efforts to document and meet the requirements of any Financing Party for financing for the Project Equipment. In connection with the execution of one or more Financing Documents, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(f) Notwithstanding anything in this Lease to the contrary, (1) the City shall not be required to sign any document that causes it to undertake any duties or payment obligations and shall make only such representations as it deems appropriate in its sole discretion, (2) the City shall not be required to expend any funds in connection with any Financing Documents or in connection with its cooperation with respect to requests of any Financing Party or undertake any investigation in connection therewith, and (3) any costs (including fees of counsel to the City) that are incurred by the City related to a request under this Section shall be reimbursed to the City by the Company.

(g) Nothing in this Lease shall, or shall be deemed to, subordinate any obligation to, lien or security interests in favor of, or other right of, any Financing Party under any Financing Document to this Lease or the obligations of the Company hereunder. The Company shall not be required to subordinate its

obligations, liens or security interests under any Financing Document to this Lease or its obligations hereunder.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees (collectively, the “Indemnified Parties”) from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees, by or on behalf of any person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Indenture or any other documents entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project Equipment or the Project Site during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees, arising during the Lease Term from (a) any condition of the Project Equipment or the Project Site, (b) any Event of Default on the part of the Company for which notice and an opportunity to cure has been provided, in the performance of any of its obligations under this Lease or any related document, (c) any contract entered into by the Company in connection with the acquisition or installation of the Project Equipment (including any failure to comply with Section 107.170 of the Missouri Revised Statutes, as amended, with respect to such contract), (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees relating to the Project Equipment, (e) unless the Company has been released from liability pursuant to **Section 13.1**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, and (f) any claim relating to the presence on, escape or removal from the Project Equipment during the term of the Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim arises before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, the indemnification contained in this **Section 10.5** shall not (i) extend to the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees, are the result of work being performed at the Project Equipment or the Project Site by employees of the City or the result of negligence or willful misconduct by the City (unless relating to a failure to comply with Section 107.170 of the Missouri Revised Statutes, as amended), or (ii) extend to the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees, are the result of the negligence or willful misconduct of the Trustee or (iii) the performance or failure to perform by the City or the Trustee of its obligations under this Lease, the Performance Agreement, or any related documents. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense, provided, such counsel shall be acceptable to the Company. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees

and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project Equipment or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its corporate existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation either (A) becomes, in connection with the consolidation, merger or sale of assets becomes the Owner of 100% in principal amount of the Bonds outstanding and expressly assumes in writing all of the obligations of the Company contained in this Lease and the Performance Agreement, or (B) if not the Owner of 100% in principal amount of the Bonds outstanding, expressly assumes in writing all the obligations of the Company contained in this Lease and the Performance Agreement; and, further provided, that if not the Owner of 100% in principal amount of the Bonds outstanding, the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least (i) equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer, or (ii) \$100,000,000. The term “net worth,” as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries. In any such consolidation, merger or transfer the Company shall comply with the provisions of **Section 13.1** hereof to the extent applicable.

Section 10.8. Security Interests. At the written request of the Company or the Owner of the Bonds, the City agrees to enter into statements of continuation necessary and requested by the Company or the Owner of the Bonds for continuance of the perfection of the security interests granted by the City in favor of the Trustee in the Project Equipment. Upon the written instructions of the Owner of the Bonds, the Trustee, at the Company’s expense, shall file all statements of continuation the Owner of the Bonds shall deem necessary to be filed and shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding. The City and the Company shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens.

Section 10.9. Data Center Specific Covenants and Agreements.

(a) All cooling systems constructed or installed as part of the Project Equipment must be closed-loop systems that do not continually draw water from the City’s water supply system.

(b) The Project Equipment must at all times comply with the City Code's requirements for noise (Article 7.10 of the City Code) and lighting (Section 14-508 of the City Code).

(c) The Company shall maintain compliance with the electrical services agreement entered into with respect to the delivery of electricity to the Project Site or shall cause the Real Property Lessee to do so.

(d) During the term of this Lease, the Company shall maintain contact with and take suggestions from the community through the operation of an advisory board. The board shall consist of 5 to 10 members to be appointed by City Council to such terms as may be stated by City Council. The City will make space available for meetings of the advisory board in a municipal building. Meetings shall occur quarterly during the initial 5 year term of this Lease and annually thereafter, at such times as are determined by the members of the advisory board and the Company. The requirements of this subsection shall not survive the Lease Term. The Company shall send at least one representative of the Company to each meeting of the advisory board. The implementation of any suggestions shall be subject to the Company's discretion.

(e) If there is a cessation of data center operations at the Project Site, other than temporary closures customary in the industry, then the Company shall remove the Project Equipment and all property owned by the Company or its affiliates, with the exception of property subject to the Real Property Lease, which shall be dealt with under the applicable provisions of the Real Property Lease (referred to as "Decommissioning") within two years of such cessation. Additionally, items of Project Equipment that have not been in use for a period of one year shall be subject to such Decommissioning requirement. If the Decommissioning is not complete by the time stated above, the City may undertake or may engage a third party to undertake, the Decommissioning at the expense of the Company. The Company shall be responsible to repair any damage to roads resulting from the Decommissioning process. "Cessation of data center operations" for the purpose of this paragraph means the Project Site has not been operated as a data center for a period of one year after initial operations have commenced, unless the Project Equipment has been subject to a casualty and the Company is intending to rebuild the Project Equipment or the Company's interest in this Agreement has been transferred pursuant to the provisions hereof and the Project Equipment continues in operation thereafter. This subsection (e) shall survive the termination of this Lease.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT EQUIPMENT

Section 11.1. Option to Purchase the Project Equipment. The Company shall have, and is hereby granted, the option to purchase the Project Equipment at any time, upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed unless otherwise agreed by the Company, the City and the Trustee, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the forgoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder (a "Remedies Notice"), the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said notice has not been rescinded by such date

(such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or prior to the 29th day following the issuance of the Remedies Notice and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus

(d) the sum of \$10.00.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Section 11.2. Conveyance of the Project Equipment. At the closing of the purchase of the Project Equipment pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

(a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project Equipment from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) Documents, including without limitation a bill of sale as to the Project Equipment, conveying to the Company legal title to the Project Equipment, as it then exists, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project Equipment was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease; and (v) if the Project Equipment or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The options and obligation to purchase the Project Equipment granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, or the Indenture or the Performance Agreement, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project Equipment. As additional consideration for the Company's use of the Project Equipment, the Company hereby agrees to purchase, and the City hereby agrees to sell, the Project Equipment upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payments due under the Performance Agreement. The amount of the purchase price under this Section shall be \$10 plus an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

If the Company fails to complete the purchase of the Project Equipment at the time required by this Section, the City is specifically authorized to convey the Project Equipment back to the Company with or without terminating this Lease and, in such case, may unilaterally terminate this Lease by an instrument signed by the City alone.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" or "default" under this Lease:

(a) Default in the due and punctual payment of Basic Rent for a period of 10 days following written notice to the Company by the City or the Trustee; or

(b) Default in the due and punctual payment of Additional Rent for a period of 60 days following written notice to the Company by the City or the Trustee; or

(c) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default shall continue for 60 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default; provided that (1) the Company has commenced such cure within said 60 day period, and (2) the Company diligently prosecutes such cure to completion); or

(d) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) make an assignment for the benefit of creditors pursuant to Section 426.010 et seq RSMo; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator 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, as now or in the future amended, which order or

proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers 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; or

(e) the Project Equipment or any material portion thereof remains uncared for and abandoned for a period of 180 consecutive days which is not due to a casualty event which is in the process of remediation; or

(f) The occurrence and continuance of an event of default giving rise to the enforcement of remedies under the Performance Agreement or the Real Property Lease, following any applicable notices and grace periods provided in the applicable document.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond any applicable grace period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such Event of Default shall continue beyond any applicable grace period, take any one or more of the following actions, in addition to pursuing any other remedies available by law:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable after giving 60 days prior written notice thereof to the Company, as provided in the Indenture; or

(b) give the Company written notice of the City's intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1** hereof and this Lease shall thereupon be terminated, and the City will promptly convey the Project Equipment in accordance with **Section 11.2** hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that those of its obligations under this Lease which by their nature require performance after the end of the term of this Lease, or which are expressly stated herein as intended to survive expiration or termination of this Lease, shall survive the cancellation and termination of this Lease, for any cause.

Section 12.4. Performance of the Company's Obligations by the City. If an Event of Default occurs as a result of any failure by the Company, then the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 30 days after written notice of such failure is given to the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses incurred by the City or the Trustee) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same

rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the Trustee, the City and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Trustee, the City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 12.6. 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 the Company of any covenant, agreement or undertaking by the Company, the Trustee or the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the Trustee or the City's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Company which were in existence at the time such payment or payments were accepted by the Trustee or the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default shall have occurred and be continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article (except with respect to the Unassigned Rights), upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor;

(2) Such assignment shall include the entire then unexpired term of this Lease; and

(3) A duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

For any assignment of this Lease (except (i) as otherwise allowed under **Section 10.4** with respect to financing arrangements), (ii) any assignment to any Financing Party or (iii) any affiliate or successor to the Company by reason of a merger or consolidation, reorganization, combination, division, transfer or sale of assets or any similar transaction by operation of law or otherwise, to the extent permitted by **Section 10.7** (the transactions covered by clauses (i), (ii) and (iii), “Permitted Assignments”), the Company shall obtain the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Permitted Assignments shall not require notice to, or consent of, the City, except as described in **Section 13.1(a)(3)**. The City may require that any assignee for which consent is required demonstrate to the City’s reasonable satisfaction that it has sufficient financial, management, property ownership and operation capabilities, and that it is interested in the long-term viability of the Project Equipment. Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease or any agreement related to the issuance of the Bonds.

(b) The Company shall have the right to sublet all or any part of the Project Equipment to a single entity for any lawful purpose under the Act. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. The Company may redact any and all financial terms therein. Any sublease may provide, at the Company’s option, that the City’s consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act. For the avoidance of doubt, a lease agreement is concurrently entered into between the City and Missouri ADC Holdings LLC for the lease of real property and improvements, which the City acknowledges and approves.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment. The City and the Company recognize that the Trustee is a third party creditor beneficiary of this Lease.

Section 13.3. Prohibition Against Certain Security Interests in Project Equipment. With the exception of security interests permitted pursuant to **Section 10.4(c)** at the request and direction of the Company, the City shall not grant security interests in its ownership interest in the Project Equipment, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project Equipment by City. During this Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, and except as permitted pursuant to **Section 10.4(c)**, it will not sell, assign, encumber, transfer or convey the Project Equipment or any interest therein, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be governed by **Section 1403** of the Indenture.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, unless stated that such matter is in the City's sole discretion, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project Equipment subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Storage and Notice. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. If the Company elects to give instructions by electronic notice to the Trustee, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Company agrees to assume all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 15.10 Complete Agreement. THE COMPANY AND THE CITY UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE COMPANY AND THE CITY FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE COMPANY AND THE CITY REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS LEASE AND THE PERFORMANCE AGREEMENT, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE COMPANY AND THE CITY, EXCEPT AS THE COMPANY AND THE CITY MAY LATER AGREE IN WRITING TO MODIFY THIS LEASE OR THE PERFORMANCE AGREEMENT.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

NEBIUS, INC.,
a Delaware corporation

By: _____
Name:
Title:

Lease Agreement
Independence, Missouri / Nebius Project - Equipment

EXHIBIT A

PROJECT SITE

The following described real estate located in Jackson County, Missouri:

[**INSERT LEGAL DESCRIPTION**]

EXHIBIT B

PROJECT EQUIPMENT

The Project Equipment consists of the following, to the extent located at the Project Site and paid for in whole with Bond proceeds:

Data servers, specialized mechanical, electrical and plumbing systems, HVAC systems, and data center support equipment sufficient to operate a data center of at least 800 megawatts.

EXHIBIT C

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: BOKF, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF FEBRUARY 1, 2026, BETWEEN CITY OF INDEPENDENCE, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF FEBRUARY 1, 2026, BETWEEN CITY OF INDEPENDENCE, MISSOURI AND NEBIUS, INC.

The undersigned Authorized Company Representative hereby states and certifies that:

1. A total of \$_____ is requested to pay for Project Costs (as defined in the Indenture) of the Project Equipment. The total amount of this requisition and all prior requisitions are as follows:

<u><i>Date of Project Costs</i></u>	<u><i>Amount Submitted in this Requisition</i></u>	<u><i>Requisitions Submitted to Date (Including this Requisition)</i></u>

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the purchase and installation of the Project Equipment (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase and installation of the Project Equipment which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project Equipment or any part thereof.

5. With respect to this disbursement, the undersigned (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees it will not seek

recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

6. With respect to all personal property described in this Requisition Certificate and for which Project Costs are disbursed pursuant to this Requisition Certificate, in consideration of such disbursement, such personal property is hereby BARGAINED and SOLD, and the Company by these presents does now GRANT and CONVEY, unto the CITY OF INDEPENDENCE, MISSOURI, and its successors and assigns, all of its right, title and interest, if any, in and to such personal property, and such personal property shall constitute a portion of the "Project Equipment" as defined under the Lease Agreement dated as of February 1, 2026, between the Company and the City. The property is being conveyed "as is," "where is" and "with all faults" as of the date of this Requisition Certificate, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied.

NEBIUS, INC.

By: _____
Authorized Company Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
--------------------------	--------------------	---------------

EXHIBIT D

FORM OF CERTIFICATE OF INSURANCE COMPLIANCE

The undersigned, being the Authorized Company Representative for Nebius, Inc., as tenant (the "Company"), under a certain Lease Agreement dated as of February 1, 2026, between the City of Independence, Missouri (the "City"), and the Company (the "Lease"), and as beneficiary of the City's Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series 2026, issued pursuant to a certain Trust Indenture dated as of February 1, 2026 (the "Indenture"), hereby certifies pursuant to Article VII of Lease:

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

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

3. The undersigned will notify the Trustee 10 days prior to any cancellation or material change to such policies; the policies currently in effect have an expiration date of _____, 20__.

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

5. Attached hereto are insurance certificates showing compliance with the liability and casualty insurance requirements of Article VII of the Lease.

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

Authorized Company Representative

Date: _____

ATTACHMENTS:

1. Liability insurance certificate(s)
2. Casualty insurance certificate(s)

Note: all insurance certificates must show the City and the Trustee as additional insureds.

EXHIBIT E

FORM OF COMPLETION CERTIFICATE

The undersigned, being the Authorized Company Representative for Nebius, Inc., as tenant (the "Company"), under a certain Lease Agreement dated as of February 1, 2026, between the City of Independence, Missouri (the "City"), and the Company (the "Lease"), and as beneficiary of the City's Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series 2026, issued pursuant to a certain Trust Indenture dated as of February 1, 2026 (the "Indenture"), hereby certifies pursuant to Article IV of the Lease:

1. All capitalized terms used in this Certificate and not otherwise defined herein shall have the meanings set forth in the Lease.
2. The acquisition and installation of the Project Equipment has been completed.
3. All costs and expenses incurred in the acquisition and installation of the Project Equipment have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company.
4. The Trustee is retaining \$_____ for the payment of amounts with respect to item (3) above.
5. The Trustee may conclusively rely on this Certificate without further investigation.
6. This Certificate is given without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being.

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

Authorized Company Representative

Date: _____

APPENDIX I
PERFORMANCE AGREEMENT

(See Tab No. 4)

\$144,023,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(NEBIUS PROJECT - EQUIPMENT)
SERIES 2026

DATED AS OF FEBRUARY 1, 2026

BOND PURCHASE AGREEMENT

Mayor and City Council
Independence, Missouri

Ladies and Gentlemen:

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Nebius, Inc., a Delaware corporation (the “Purchaser”), offers to purchase from the City of Independence, Missouri (the “City”), the above-referenced series of Taxable Industrial Development Revenue Bonds (the “Bonds”), to be issued by the City, under and pursuant to an Ordinance passed by the governing body of the City on _____, 2026 (the “Ordinance”) and a Trust Indenture dated as of February 1, 2026 (the “Indenture”), by and between the City and BOKF, N.A., as trustee (the “Trustee”). Capitalized terms not otherwise defined herein shall have the meanings set forth in **Section 101** of the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City’s acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended, and its Charter to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease, the Performance Agreement and any and all other agreements relating thereto. The proceeds of the Bonds shall be used to finance the acquisition and installation of Project Equipment for Nebius, Inc., a Delaware corporation (the “Company”), and to pay for the costs incurred in connection with the issuance of the Bonds;

(2) There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds, the Ordinance, the Lease, the Indenture, or the Performance Agreement; and

(3) Any certificate signed by an authorized representative of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to such party as to the statements made therein.

(b) The Purchaser represents as follows:

(1) The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is in good standing under the laws of and authorized to do business in the State of Missouri;

(2) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound;

(3) When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies; and

(4) Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to such party as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined) for the Bonds, which amount shall be deposited in the Project Fund as provided in **Section 502** of the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs as provided in **Section 4.4** of the Lease. From time to time after the Closing Date as additional Project Costs are incurred, the Purchaser may make additional payments with respect to the Bonds ("Additional Payments") to the Trustee, which Additional Payments shall be deposited in the Project Fund and applied to the payment of Project Costs at the outstanding principal amount of the Bonds shall increase by each such Additional Payment; provided that the sum of the Closing Price and all such Additional Payments for the Bonds shall not, in the aggregate, exceed \$144,023,000,000.

As used herein, the term "Closing Date" shall mean February __, 2026, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean, with respect to the Bonds, that certain amount specified in writing by the Purchaser and agreed to by the City as the amount required to fund the initial disbursement from the Project Fund on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of \$144,023,000,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the official bond registration records of the Trustee and further provided that interest shall be payable on the Bonds only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

The Company agrees to indemnify and hold harmless the City, the Trustee, and any member, officer, official or employee of the City or of the Trustee and any person controlling the Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended (collectively, the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever to the extent caused by any violation by the Company of, or failure by the Company to comply with, any federal or state securities laws in connection with the Bonds; provided, however, the indemnification contained in this paragraph shall not extend to such Indemnified Party if such loss, claim, damage, liability or expense is (a) the result of the Indemnified Party's negligence or willful misconduct, or (b) the Indemnified Party is not following the written instructions of the Owner of the Bonds.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, then provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations hereunder shall be subject to the due performance by the City of the City's obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the City's representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the Indenture, the Performance Agreement, this Agreement and the Lease and any other instrument contemplated thereby shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser;

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds,

or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof;

(c) The Company shall execute a certificate, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Company or its affiliates or, to the knowledge of the Company, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Company, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Company, threatened against the Company that could reasonably be expected to adversely affect its ability to perform its obligations hereunder, (iii) the representations and warranties of the Company herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (iv) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds; and

(d) Receipt by the Purchaser and the Company of an approving opinion from Gilmore & Bell, P.C., in form and substance satisfactory to the Purchaser and the Company.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Bonds by notifying the City in writing of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. PAYMENT OF EXPENSES

The Company shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds. To the best of the City's knowledge and belief, the only expenses payable by the Company in connection with the issuance of the Bonds are the following: (1) the City's issuance fee and the legal fees of Gilmore & Bell, P.C., (2) any filing fees incurred in connection with the Closing, and (3) the Trustee's initial acceptance fee and first year's administrative fee.

SECTION 8. NOTICE

Any notice or other communication to be given to the City under this Agreement may be given by mailing or delivering the same in writing to the City of Independence, Missouri at the address set out for notices to the City in **Section 1403** of the Indenture; any notice or other communication to be given to the Purchaser or the Company under this Agreement may be given by delivering the same in writing at the address set out for notices to the Company in **Section 1403** of the Indenture.

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 10. EXECUTION OF COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

[Remainder of this page intentionally left blank]

Executed as of the date first written above by the undersigned, as Purchaser, and accepted by the undersigned, as Company:

NEBIUS, INC.,
a Delaware corporation

By: _____
Name:
Title:

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

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

PERFORMANCE AGREEMENT

Dated as of February 1, 2026

BETWEEN

CITY OF INDEPENDENCE, MISSOURI

AND

NEBIUS, INC.

Prepared By:

**Gilmore & Bell, P.C.
Kansas City, Missouri**

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of February 1, 2026 (the “Agreement”), between the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “City”), and **NEBIUS, INC.**, a Delaware corporation (the “Company”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend, improve and equip certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing, office industry and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council of the City gave notice to the affected taxing jurisdictions in accordance with Section 100.059.1 of the Act and held a public hearing to finance the costs of a project for the Company consisting of acquiring and installing certain equipment (the “Project Equipment,” as more fully described on Exhibit A hereto) at a site located at and surrounding 501 North Bly Road in the City (the “Project Site,” as more fully described on Exhibit A hereto), out of the proceeds of industrial development revenue bonds to be issued under the Act to provide funds to pay the costs of the Project Equipment, and to lease or sell the Project Equipment to the Company for the purpose of financing the costs of the Project Equipment.

3. Pursuant to an ordinance or ordinances (the “Ordinance”) passed by the City Council, the City has approved a plan for the Company’s industrial development project and has been authorized to execute and deliver (a) a Trust Indenture of even date herewith (the “Indenture”) between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the “Trustee”), for the purpose of issuing and securing the City’s Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series 2026 in the maximum principal amount of \$144,023,000,000 (the “Bonds”), (b) a Lease Agreement of even date herewith (the “Lease”) with the Company under which the City, as lessor, will acquire and install the Project Equipment and will lease the Project Equipment to the Company, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds, and (c) this Agreement for the purpose of setting forth the terms and conditions of the Project Equipment’s exemption from ad valorem property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project Equipment.

4. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company’s desire to acquire and install the Project Equipment upon the terms and conditions hereinafter set forth.

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the terms otherwise defined herein, the following words and terms as used herein shall have the following meanings:

“Agreement” means this Performance Agreement dated as of February 1, 2026, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“Company” means Nebius, Inc., a Delaware corporation, and its successors and assigns.

“Excusable Delay” means any delay beyond the reasonable control of the Company caused by damage or destruction by fire or other casualty, acts of God, strike, shortage of materials or labor, equipment, utilities, or transportation; civil disorder, war, epidemic or pandemic, supply-chain disruptions, failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for the installation of the Project Equipment, tariffs, governmental actions or inactions, changes in law or interpretation thereof, unavailability of labor, adverse weather conditions and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the installation of all or any portion of the Project Equipment, which in fact prevents the Company from continuing installation of the Project Equipment.

“Indenture” means the Trust Indenture dated as of February 1, 2026, between the City and BOKF, N.A., Kansas City, Missouri, as Trustee, relating to the issuance of the Bonds, as amended or supplemented from time to time.

“PILOT Payments” or **“PILOTS”** means the payments in lieu of taxes provided for in **Article III** hereof.

“Project Equipment” means the personal property to be acquired and installed at the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit A** attached hereto.

“Project Site” means the location described in **Exhibit A** attached hereto and by this reference made a part hereof.

“Taxes Otherwise Due” means the *ad valorem* property taxes that would have been due on the Project Equipment for the year were it not for ownership thereof by the City, as calculated by the City in accordance with Section 137.122 of the Revised Statutes of Missouri, as amended, and using the then-current tax rates of all applicable taxing jurisdictions.

ARTICLE II

REPRESENTATIONS

Section 2.1. City’s Representations. The City hereby represents that the Project Equipment will significantly benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State; and (ii) increasing local and state tax revenues.

Section 2.2. Company's Representations. The Company hereby represents that the Project Equipment will benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State; and (ii) increasing local and state tax revenues.

ARTICLE III

PROPERTY TAX EXEMPTION; PAYMENT IN LIEU OF TAXES

Section 3.1. Property Tax Exemption. So long as the City owns title to the Project Equipment, the City expects that the Project Equipment will be exempt from ad valorem property taxes. The first year of the exemption period for purposes of this Agreement shall begin with tax year **2027** (for any equipment placed in service during 2026). Notwithstanding any other provision of this Agreement to the contrary, the last year of such exemption period shall be tax year **2046**. The Company covenants and agrees that, during each year the Project Equipment is exempt from ad valorem taxes by reason hereof, the Company will make annual payments in lieu of taxes to the City (each such payment, a "**PILOT**") as described in this **Article III**. The City and the Company hereby agree that the tax abatement provided by this Agreement shall only apply to property financed with the proceeds of the Bonds (i.e., property constituting a part of the Project Equipment) and shall not apply to property not financed with proceeds of the Bonds.

Section 3.2. Payments In Lieu of Taxes for Project Equipment. The Company covenants and agrees to make PILOT Payments to the City on or before each December 31, commencing December 31, 2027, as follows:

No PILOT Payment shall be due for calendar year 2026.

For calendar years 2027 through 2046, the PILOT Payment shall be equal to 10% of the Taxes Otherwise Due on the Project Equipment.

On or before March 1 of each year, the Company shall provide to the City a report on property comprising the Project Equipment as of January 1 of such year in substantially the form attached hereto as **Exhibit B**.

Section 3.3. Adjustment to PILOT Payments Based on Certain Failures by Company.

(a) In the event the Company fails to spend an amount at least equal to the Investment Milestone Requirement (set out below) by each applicable Investment Milestone Date (set out below), as certified to the Trustee and the City through requisition certificates submitted to the Trustee in accordance with the Lease, the Company shall make additional PILOT Payments in an amount equal to the Investment Deficiency Percentage (calculated as shown below) multiplied by the amount of the difference between the PILOT Payments set out under **Section 3.2** hereof and the Taxes Otherwise Due during the year in which the failure occurs and any subsequent year in which such failure persists as of September 30 of such year and during which the exemption from property tax applies by virtue of City ownership. The Investment Deficiency Percentage shall be calculated, beginning at zero percent (0%) for compliance, in accordance with the following formula, with the result expressed as a percentage:

Investment Deficiency Percentage = $(1 - (\text{certified Project Costs} / \text{applicable Investment Milestone Requirement})) \times 100$.

Investment Milestone Date	Investment Milestone Requirement
September 30, 2030	\$11,900,000,000

Each Investment Milestone Requirement shown above shall apply on and from the applicable Investment Milestone Date shown above to and including the September 30 prior to the next Investment Milestone Date shown (if any).

(b) [Reserved].

(c) If the Company ceases operations of the Project Equipment, other than temporary closures customary in the applicable industry, then in addition to any other remedies that may be available to the City under the Lease or hereunder, the PILOT Payments shall be increased to an amount equal to 100% of the Taxes Otherwise Due during the year in which the failure occurs and any subsequent year during which such failure persists and during which the Project Equipment is exempt from ad valorem property taxes as provided herein. "Ceases operations" or "cessation of operations" for the purpose of this paragraph means the Company completely vacates, abandons and permanently ceases operations at the Project Site for a period of 180 consecutive days after the initial installation of Project Equipment, unless the Project Equipment has been subject to a casualty and the Company is intending to restore the Project Equipment or the Company's interest in this Agreement has been transferred pursuant to the provisions hereof and the Project Equipment continues in operation thereafter. The Company shall not be deemed to have ceased operations during any time when a tenant is operating at the Project Equipment and the provisions of the Lease regarding maintenance of the Project Equipment are satisfied.

(d) The maximum PILOT Payment (including all payments under **Section 3.2** and **Section 3.3** hereof) for any year pursuant to this Agreement shall not exceed 100% of the Taxes Otherwise Due were it not for ownership of the Project Equipment by the City and, as such, no redundant or duplicative payments shall be required on the part of the Company to the City.

Section 3.4. Distribution of PILOTS. Within 30 days of the date of receipt of each PILOT, the City shall or shall cause the County or another designated billing/collection agent to distribute each PILOT among the taxing jurisdictions in proportion to the amount of taxes which would have been paid for such year had the Project Equipment not been exempt from taxation pursuant to this Agreement. The allocation between school districts shall be in proportion to the total investment located within each school district's boundaries, which allocation shall be certified to the City by the Company upon request.

Section 3.5. Obligation of City to Effect Tax Abatement. The City agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 3.1** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of Jackson County, Missouri or any other governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of ad valorem taxes on the Project Equipment. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project Equipment.

Section 3.6. Administration Costs. Under Section 100.050 of the Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the plan including costs associated with this Agreement, in an amount of no greater than \$5,000 per year. The City will provide a statement for such costs to the Company not later than November 15th of each year

and the Company will reimburse the City for its costs on or before December 31 of each year continuing until December 31 of the year in which this Agreement expires or is terminated.

Section 3.7. Other Property Taxes In Connection with the Project Equipment. The property tax exemption provided by the City's ownership of the Project Equipment is expected to apply to all interests in the Project Equipment during the period it is owned by the City. If any ad valorem property taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project Equipment during the period the City owns the Project Equipment (including, without limitation, any ad valorem taxes levied against the Company's rights in the Lease), the amount of ad valorem tax payments related to such levy or levies which are paid by the Company and received by the City and other taxing jurisdictions shall be credited against and reduce on a *pro rata* basis the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement so that no duplicative payments are made. The Company shall be responsible for any taxes related to any interest in the Project Equipment which the Company owns in its own name or granted to the Company other than pursuant to the Lease.

Section 3.8. Credits for Certain Payments. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit hereunder to the extent it has made any payment for ad valorem property taxes on the Project Equipment to the City, to Jackson County, Missouri or to the State of Missouri.

Section 3.9. Company's Right To Protest Taxes. Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action. However, no such appeal, protest or contest shall affect the amount or timing of PILOT Payments to be made under this Agreement.

Section 3.10. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project Equipment. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project Equipment if such Project Equipment was not owned by the City.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS

Section 4.1. Inspection. The Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least five business days advance written notice and to the Company's and subject to the industry accepted business proprietary, safety and security requirements of the Company and its end clients and without interference or prejudice to the Company's operations or the acquisition or installation of the Project Equipment, to enter upon the Project Site to examine and inspect the Project Equipment and the records of the Company which demonstrate compliance with this Agreement, not more than once annually.

Section 4.2. Compliance with Laws. The Project Equipment will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

Section 4.3. Acquisition and Installation of the Project Equipment. The Project Equipment will be acquired and installed consistent with the provisions of the Lease. In the event the Project Equipment is not acquired and installed in compliance with the provisions of the Lease, the City reserves the right to declare an Event of Default in accordance with **Section 6.1** hereof.

Section 4.4. Representations and Warranties.

(a) The Company represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is in good standing under the laws of and authorized to do business in the State of Missouri;

(2) The Company has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(3) The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary corporate action, and does not violate the organizational documents of the Company, as the same may be amended and supplemented, or to the best of the Company's knowledge, any applicable provision of law, nor does it constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound;

(4) To the best of the Company's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Company that would impair its ability to perform under this Agreement; and

(5) The Company has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to acquire, install and operate the Project Equipment.

(b) The City represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri;

(2) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary City actions;

(3) The City has the right, power and authority to enter into, execute, deliver and perform this Agreement; and

(4) To the best of the City's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the City that would impair its ability to perform under this Agreement.

Section 4.5. Survival of Covenants. All warranties, representations, covenants and agreements of the Company and the City contained herein which are specifically designated to survive the termination of this Agreement or which by nature must survive for the benefit thereof to be realized (such as indemnity obligations) shall survive termination of this Agreement for any reason.

Section 4.6. Indemnification. The Company shall indemnify and defend the City to insure that the City and the Trustee are held harmless from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project Equipment during the term of the Lease, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the term of the Lease from any event described in **Section 10.5** of the Lease to the extent and subject to the limitations provided therein. This section shall not apply to the negligence or willful misconduct of the City or its officers, employees or agents.

Section 4.7. Costs of Issuance of the Bonds. The Company agrees to pay on the date of the initial issuance of the Bonds, all costs of issuance incurred in connection therewith.

Section 4.8. No Sales Tax Exemption. The Bond transaction does not authorize sales tax exemption for the acquisition of the Project Equipment. The Company may pursue other statutory exemptions from sales tax for such purchases, but shall not use any sales tax exemption certificate granted by the City with respect to the construction of improvements on the Project Site for the acquisition of any Project Equipment.

ARTICLE V

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred, assigned, pledged or in any other manner hypothecated (other than to an affiliate of the Company or in connection with Permitted Encumbrances (as defined in the Lease) without the express written consent of the City which shall not be unreasonably conditioned, withheld or delayed; but nothing herein shall preclude the Company from assigning or pledging its interest in the Project Equipment or incurring Permitted Encumbrances (as defined in the Lease) so long as the Company continues to possess the Project Equipment and otherwise remains responsible for its undertakings herein. Notwithstanding the foregoing, the Company may, without the City's consent, transfer its interests in this Agreement to any entity or person to whom the Lease has been assigned in accordance with **Article XIII** thereof or incur Permitted Encumbrances (as defined in the Lease).

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

- (a) the Company fails to make any PILOT Payments required to be paid hereunder within 30 days after written notice and demand by the City; or

(b) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 60 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied; provided, that if such matter is not subject to cure within such 60 days (or such longer period as the City and Company agree in writing) after such notice, the Company fails to initiate action to cure the default within such 60 days after such notice and fails to pursue such action diligently.

Section 6.2. Remedies on Default. Upon an Event of Default hereunder this Agreement may be terminated by written notice to the Company from the City. Within thirty days of written notice of the dollar amounts due (which shall be given to the Company by the City as soon as possible after such amounts are ascertainable), the Company shall make a PILOT to the City equal to (i) the pro rata amount payable pursuant to **Section 3.3** hereof from January 1 of the year in question through the effective date of termination, plus (ii) the pro rata amount of taxes that would be due for the remaining portion of the year assuming the Project Equipment was placed on the tax rolls effective on the date of termination through December 31; provided, however, the payment of PILOTS following cessation of construction or operations shall be governed by **Section 3.3**.

Upon any termination of this Agreement the Company agrees to pay interest and penalties on all amounts due hereunder to the same extent as if such payments were taxes under Missouri law.

Section 6.3. Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Missouri law on overdue ad valorem real estate taxes from the date such payment was first due.

Section 6.4. Enforcement. In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments due and owing under this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

Section 6.5. Failure of the City to Perform its Obligations. In the event the City shall fail to perform any of its obligations hereunder for (i) a period of 30 days (or such longer period as the Company and the City may agree in writing) following written notice to the City from the Company of such failure which notice shall include a specific description of the City's failure hereunder), or (ii) if such failure is not subject to cure within such 30 days, the City shall have failed to initiate action to cure such default and shall pursue such action diligently; the Company may declare that the City is in default under this Agreement and may pursue any legal remedy available to it to enforce this Agreement.

ARTICLE VII

TERM OF AGREEMENT

This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article VI** hereof), shall have an initial term commencing as of the date of this Agreement and terminating on **December 1, 2046** (the "**Stated Expiration Date**"). This Agreement shall automatically terminate prior to the Stated Expiration Date in the event the Bonds (or any Bonds issued to refund the Bonds) are no longer outstanding.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 8.2. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.3. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 8.4. Waiver. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 8.5. Entire Agreement. This Agreement constitutes the entire agreement relating to the subject matter contained herein and supersedes all prior agreements and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof.

Section 8.6. Electronic Storage of Documents. The City and the Company agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

Section 8.7. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Lease.

Section 8.8. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before November 15 of each year during the term of this Agreement, beginning November 15, 2026, and also upon execution of this Agreement.

Section 8.9. Complete Agreement. The Company and the City understand that oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Company and the City from misunderstanding or disappointment, any agreements the Company and the City reach covering such matters are contained in this Agreement and the Lease, which are the complete and exclusive statements of the agreement between the Company and the City, except as the Company and the City may later agree in writing to modify this Agreement and the Lease.

[The remainder of this page intentionally left blank]

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

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

NEBIUS, INC.,
a Delaware corporation

By: _____
Name:
Title:

EXHIBIT A

PROJECT EQUIPMENT

The Project Equipment consists of the following, to the extent located at the Project Site and paid for in whole with Bond proceeds:

Data servers, specialized mechanical, electrical and plumbing systems, HVAC systems, and data center support equipment sufficient to operate a data center of at least 800 megawatts.

PROJECT SITE

The following described real estate located in Jackson County, Missouri:

[**INSERT LEGAL DESCRIPTION**]

EXHIBIT B

ANNUAL PROJECT EQUIPMENT REPORT

Report Due Date: March 1, 20__

Relating to

\$144,023,000,000

(Aggregate Maximum Principal Amount)

City of Independence, Missouri

Taxable Industrial Development Revenue Bonds

(Nebius Project - Equipment)

Series 2026

In connection with the above-described Bonds, and the Performance Agreement dated as of February 1, 2026 between the City of Independence, Missouri (the “City”), and Nebius, Inc. (the “Company”), the Company hereby certifies that the Project Equipment (including all personal property located on the Project Site that is being treated as exempt from property taxation in connection with the Bonds) existing as of January 1 of the year of the Report Due Date shown above, is described as follows:

Description of Project Equipment Item	Serial Number or other Identification	Quantity	Original Cost	Placed in Service Date	Recovery Period	School District

“Original cost” means the price paid for the item without freight, installation, or sales or use tax.

“Placed in Service Date” means the first date that property that is located on the Project Site and is ready and available for use, whether or not the property is being used.

“Recovery period” means the recovery period allowed for the applicable property under the Internal Revenue Code (using the General Depreciation System, not the Alternative Depreciation System).

“School District” should be designated as either “Independence” or “Fort Osage” depending on location of property.

NEBIUS, INC.,
a Delaware corporation

By: _____

Name:

Title:

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF NOT TO EXCEED

\$144,023,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(NEBIUS PROJECT - EQUIPMENT)
SERIES 2026

Legal Opinion

Gilmore & Bell, P.C.
Kansas City, Missouri

CLOSING MEMORANDUM

\$144,023,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(NEBIUS PROJECT - EQUIPMENT)
SERIES 2026

Closing: February __, 2026

This Memorandum sets forth the actions to be taken in connection with the issuance, sale and delivery by the City of Independence, Missouri, of its Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series 2026, in the maximum principal amount of \$144,023,000,000 (the “Bonds”). The documents and actions described herein and in the Closing List attached hereto are to be delivered and taken as a condition precedent to the issuance of the Bonds. Such delivery of documents and actions shall be deemed to have taken place simultaneously at the closing, and no delivery of documents, payments of moneys or other actions with respect to the foregoing transaction will be considered to have been completed until all such deliveries, payments or other actions have been made or taken.

The closing is scheduled for 10:00 a.m., Central time, on February __, 2026, at the offices of Gilmore & Bell, P.C., Kansas City, Missouri. The items set forth on the Closing List will be examined, assembled and incorporated in the transcripts evidencing the authorization and issuance of the Bonds. Electronic copies of the transcript will be prepared and distributed to the following:

1. City of Independence, Missouri (“City”).
2. BOKF, N.A. (“Trustee”).
3. Nebius, Inc. (“Company” and “Purchaser”).
4. Rouse Frets White Goss Gentile Rhodes, P.C. (“Company’s Counsel” and “Purchaser’s Counsel”).
5. Gilmore & Bell, P.C. (“Bond Counsel”).

\$144,023,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(NEBIUS PROJECT - EQUIPMENT)
SERIES 2026

Closing Date: February __, 2026

CLOSING LIST

**Document
No.**

BASIC DOCUMENTS

1. Trust Indenture.
2. Lease Agreement.
3. Bond Purchase Agreement.
4. Performance Agreement.

CITY'S PROCEEDINGS AND DOCUMENTS

5. City's Closing Certificate.
6. Notice to taxing jurisdictions of the Chapter 100 Plan; Confirmation of receipt by taxing jurisdictions of the Chapter 100 Plan.
7. Ordinance No. _____ approving the Chapter 100 Plan and authorizing the issuance of the Bonds; Minutes of Meetings of the City Council showing first and second readings and adoption of Ordinance No. _____ on _____, 2026 and _____, 2026; Notices of Meetings.
8. Affidavit of Publication of Notice of Bond Sale; Bid for Bonds.
9. Municipality Annual Activity Report pursuant to Section 100.105, RSMo.

COMPANY'S PROCEEDINGS AND DOCUMENTS

10. Company's Closing Certificate.
11. Company's resolutions authorizing execution of documents.
12. Articles of Incorporation.
13. Bylaws.
14. Certificates of Corporate Good Standing of Company in Delaware and Missouri.
15. Insurance Certificates.
16. Company's Affidavit re: Company's enrollment and participation in a "federal work authorization program"; and E-Verify Program for Employment Verification Memorandum of Understanding.

CLOSING DOCUMENTS

17. Purchaser's Representation Letter.
18. Trustee's Closing Certificate.
19. Specimen Bond.
20. UCC Financing Statement.
21. Requisition Certificate No. 1.

LEGAL OPINIONS

22. Approving Legal Opinion of Bond Counsel.
23. Opinion of Company's Counsel.

* * * * *

OFFICIAL BID FORM

[**see real property documents**]

CITY'S CLOSING CERTIFICATE

We, the undersigned, hereby certify that we are the duly appointed, qualified and acting (Interim) City Manager and City Clerk, respectively, of the City of Independence, Missouri (the "City"), and as such officers we are familiar with the official books and records of the City. In connection with the issuance by the City of \$144,023,000,000 maximum principal amount of Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series 2026 (the "Bonds"), we hereby further certify as follows, as of February __, 2026:

MATTERS CONCERNING AUTHORIZATION

1. Due Organization. The City is a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri.

2. Transcript of Proceedings. The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds furnished to the Purchaser of the Bonds includes a true and correct copy of the proceedings had by the City Council and other records, proceedings and documents relating to the issuance of the Bonds; said Transcript is to the best of our knowledge, information and belief full and complete; such proceedings of the City shown in said Transcript have not been modified, amended or repealed and are in full force and effect as of the date hereof; said Transcript has been duly filed in the official records of the City.

3. Meetings. All meetings of the City Council as shown in the Transcript were regular meetings, or were held pursuant to regular adjournment at the next preceding meeting, or were special meetings duly called as shown in the Transcript, and each such meeting was duly held, was open to the public at all times and a quorum was present throughout. At all such meetings where required, proper notice of the time, place and purposes of each such meeting was given to the City Council or was waived and proper notice was given to the public as required by law. The notices of meetings contained in the Transcript were posted at least 24 hours prior to the commencement of the meetings on a bulletin board or other prominent place which is easily accessible to the public and clearly designated for posting notices at City Hall, the principal office and meeting place of the City Council, and were made available at least 24 hours prior to the commencement of said meetings to any representative of the news media who requested notice of the meetings.

4. Incumbency of Officers. The following named persons were and are the duly elected or appointed, qualified and acting officers of the City at all times except as otherwise indicated during the proceedings relating to the authorization and issuance of the Bonds, as follows:

<u>Name</u>	<u>Title</u>
Rory Rowland	Mayor
Susanne Holland	City Clerk
Lisa Reynolds	Interim City Manager

The duly elected Councilmembers at the time of approval of the Ordinance described herein were as shown in the minutes of meeting included in the Transcript.

5. Approval of Plan for the Project Equipment. Pursuant to Ordinance No. _____ passed by the City Council (the "Ordinance"), the City approved a Plan for an Industrial Development Project for the Nebius Project (the "Plan") pursuant to Chapter 100 of the Revised Statutes of Missouri, as amended (the "Act"). A portion of the Plan (the acquisition and installation of "Project Equipment") will be undertaken by Nebius, Inc., a Delaware corporation (the "Company"). The Plan meets the

requirements of Section 100.050 of the Act, and all of the affected taxing jurisdictions were provided notice of the proposed acquisition and installation of Project Equipment in accordance with the Act.

6. Location of Project Equipment. The Project Equipment, when installed, will be located entirely within the corporate limits of the City.

7. Bonds Issued for the Company. Except for the Bonds, the City has not authorized or issued any obligations of any kind or character whatsoever payable out of the revenues, or the pledge thereof, under the hereafter referred to Lease.

8. Non-Litigation. There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised, or may be raised, questioning, disputing or affecting in any way the legal organization of the City, or the right or title of any of its officers or Councilmembers to their respective offices, or the legality of any official act shown to have been done in the Transcript evidencing the authorization and issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds, or the validity of the Bonds or any of the proceedings had in relation to the authorization, issuance or sale thereof.

MATTERS CONCERNING ISSUANCE, SALE AND DELIVERY

1. Execution of Documents. The following documents (the “City Documents”) have been duly authorized, executed and delivered in the name and on behalf of the City by its duly authorized officers, pursuant to and in full compliance with the Ordinance:

(a) Trust Indenture dated as of February 1, 2026 (the “Indenture”), between the City and BOKF, N.A., as trustee (the “Trustee”);

(b) Lease Agreement dated as of February 1, 2026 (the “Lease”), between the City and the Company;

(c) Bond Purchase Agreement dated as of February 1, 2026 (the “Bond Purchase Agreement”), between the City and Nebius, Inc., as the purchaser of the Bonds; and

(d) Performance Agreement dated as of February 1, 2026 (the “Performance Agreement”), between the City and the Company, relating to personal property tax abatement and payments in lieu of taxes relating to personal property.

The copies of the City Documents contained in the Transcript are true, complete and correct copies or counterparts of the City Documents as executed and delivered by the City, and are in substantially the same form and text as the copies of the City Documents which were before the City Council and approved by the Ordinance. The City Documents have not been amended, modified or rescinded and remain in full force and effect as of the date hereof.

2. Execution of Bonds. We have duly signed and executed, manually or by facsimile, the Bonds in the form of one fully registered Bond in the maximum principal amount of \$144,023,000,000 and on the date of the Bonds, and on the date when said Bonds were executed by us, we were and at the date hereof we are the officials indicated by our signatures on said Bonds, and by our signatures on this Certificate, respectively. The signatures of us and each of us, as such officials, respectively, on said Bonds and on this Certificate, are our true and genuine signatures, and the seal affixed or imprinted on said Bonds at the time of its execution was and is the duly authorized official City seal and was thereto

affixed by the authority and direction of the governing body of the City, and is the seal affixed to this Certificate.

3. Representations in City Documents. Each of the representations of the City made in the City Documents are true and complete in all material respects as of the date hereof as if made on and as of the date hereof, and all agreements to be complied with and obligations to be performed by the City under the City Documents on or prior to the closing date of the Bonds have been complied with and performed.

4. No Legal Violation. The execution and delivery of the City Documents, the performance of the terms thereof by the City and the issuance, sale and delivery of the Bonds will not violate any provision of Missouri law, or any resolution or ordinance of the City, or any applicable judgment, order, rule or regulation of any court or of any public or governmental agency or authority, and will not conflict with, violate or result in the breach of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust or other agreement or instrument to which the City is a party, or by which it or its properties are bound.

5. Approvals. All approvals, consents, authorizations and orders required to be obtained by the City in connection with the issuance, sale and delivery of the Bonds and the execution and delivery of the City Documents and the performance of the terms thereof by the City have been duly obtained.

6. No Offers by City. Neither the City, nor any authorized representative of the City is engaged in any transaction involving the marketing of the Bonds to the public in a manner that would cause the Bonds to be subject to Securities and Exchange Commission Rule 15c2-12.

7. Information. The purchasers of the Bonds have had ample opportunity to ask questions of, and to receive answers from, officers or other representatives of the City concerning the offer for sale and purchase of the Bonds.

8. Request to Authenticate and Deliver the Bonds; Closing Price. Pursuant to **Section 208(c)(4)** of the Indenture, the Trustee is hereby requested and authorized by the City to authenticate the Bonds and to deliver such Bonds to the purchaser thereof upon payment to the Trustee for the account of the City of the Closing Price for the Bonds as specified in the Bond Purchase Agreement. The Closing Price for the Bonds shall be the amount of \$_____.

9. Designation of Authorized City Representatives. The City hereby designates the Mayor, (Interim) City Manager, City Clerk and Finance Director (or Chief Financial Officer) as Authorized City Representatives. The City may designate another person to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the City by the Mayor or the (Interim) City Manager.

10. M.A.P. Filing Authorization. The City hereby authorizes Gilmore & Bell, P.C. to file the information required by §37.850, RSMo, as amended, on the Missouri Accountability Portal website maintained by the State of Missouri Office of Administration.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this certificate to be executed on its behalf by its duly authorized officers and its seal to be affixed hereto, all as of the date first written above.

Signature

Official Title

Interim City Manager

City Clerk

(Seal)

TRUSTEE'S CLOSING CERTIFICATE

The undersigned, a duly authorized officer of BOKF, N.A., a national banking association with an office in Kansas City, Missouri (the "Trustee"), as Trustee under the Trust Indenture dated as of February 1, 2026 (the "Indenture"), between the Trustee and the City of Independence, Missouri (the "City"), authorizing the issuance of Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series 2026, in the maximum principal amount of \$144,023,000,000 (the "Bonds"), of the City, does hereby certify as follows, as of February ___, 2026:

1. Power and Authority of Trustee. The Trustee is a national banking association duly organized and existing under the laws of the United States of America with an office located in Kansas City, Missouri, and is authorized and empowered to execute and deliver the Indenture and has full power and authority to act as Trustee as provided in the Indenture.

2. Execution of Indenture. The Indenture has been duly executed on behalf of the Trustee by a duly authorized officer of the Trustee, and said person was at the time of the execution of the Indenture and now is the duly elected or appointed, qualified and acting incumbent of such office.

3. Receipt of Documents. The Trustee hereby acknowledges receipt of the documents referred to in **Section 208(c)** of the Indenture which are required to be filed with the Trustee prior to or simultaneously with the delivery of the Bonds.

4. Authentication of Bonds. Pursuant to and in accordance with the provisions of **Section 205** of the Indenture and the written request and authorization of the City, prior to the delivery of the Bonds, the Certificates of Authentication on the Bonds so delivered were signed on behalf of the Trustee by a person, who was at the time of the authentication of the Bonds and still is at the date hereof, a qualified and acting signatory of the Trustee.

5. Delivery of Bonds. The Trustee acknowledges that pursuant to **Section 208(d)** of the Indenture, the Bonds acquired by Nebius, Inc., a Delaware corporation (the "Purchaser") and the original **Schedule I** thereto will be held by the Trustee in trust until directed in writing to deliver the Bonds to or upon the order of the Purchaser.

6. Receipt of Closing Price of the Bonds. The Trustee on this date received on behalf of the City from the purchasers of the Bonds, the closing price of the Bonds.

7. Deposit of Bond Proceeds. The Trustee on this date, in accordance with the requirements of the Indenture, deposited (or is deemed to have deposited in accordance with the terms of the Indenture) the required amount of proceeds of the Bonds into the Project Fund established under the Indenture.

8. Authorization of Officers. The officers of the Trustee referred to in paragraphs (2) and (4) hereof were at the time of the acts above-mentioned, and are at the date hereof, duly elected or appointed, qualified and acting signatories of the Trustee and duly authorized to perform the acts referred to in such paragraphs.

9. Anti-Discrimination. The undersigned hereby certifies and agrees that, to the extent that the "Anti -discrimination Against Israel Act," Section 34.600, Revised Statutes of Missouri (the "Israel Act"), is applicable to any contract entered into with the City in connection with the Bonds, the Trustee is not currently engaged in and shall not, for the duration of such contract, engage in a boycott of goods or

services from the State of Israel ("Israel"), companies doing business in or with Israel or authorized by, licensed by or organized under the laws of Israel or persons or entities doing business with Israel, in all respects within the meaning of the Israel Act. Failure to comply with the foregoing certification shall be enforceable in accordance with the terms of such contract. The foregoing certification shall not be deemed an admission or agreement that the Israel Act is applicable to the aforesaid contracts but the foregoing certification is enforceable if the Israel Act is applicable. If the Israel Act is determined not to apply to the applicable contract for any reason including the repeal or amendment of the Israel Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Israel Act, then the certification shall be of no effect.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, BOKF, N.A., as Trustee, has caused this certificate to be executed and attested by its duly authorized officers as of the date first stated above.

BOKF, N.A.,
as Trustee

[SEAL]

By _____
Name:
Title:

ATTEST:

By _____
Name:
Title:

COMPANY'S CLOSING CERTIFICATE

I, the undersigned, hereby certify that I am the _____ of Nebius, Inc., a Delaware corporation (the "Company"), and I am familiar with the books and records of the Company. In connection with the issuance of Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series 2026 in the maximum principal amount of \$144,023,000,000 (the "Bonds"), by the City of Independence, Missouri (the "City"), I hereby further certify as follows, as of February ___, 2026:

1. ORGANIZATION AND AUTHORITY

1.1. Due Organization. The Company is a corporation duly organized and in good standing under the laws of the State of Delaware and is in good standing under the laws of and authorized to do business in the State of Missouri.

1.2. Articles of Incorporation and Bylaws. The copy of the Articles of Incorporation of the Company contained in the Transcript relating to the authorization of the issuance of the Bonds (the "Transcript") is a true, complete and correct copy of said Articles of Incorporation, as certified by the Secretary of State of the state in which the Company was formed, and said Articles of Incorporation have not been further amended and are in full force and effect as of the date hereof. The copy of the Bylaws of the Company contained in the Transcript is a true, complete and correct copy of said Bylaws and said Bylaws have not been further amended and are in full force and effect as of the date hereof.

1.3. Incumbency of Officer. The persons whose signatures are shown on the signature page(s) to this Certificate were on the date or dates of the execution of the documents listed in **Section 2.2** below, and are on this date, duly authorized to execute the documents listed in **Section 2.2** below.

2. BOND TRANSCRIPTS AND LEGAL DOCUMENTS

2.1. Transcript of Proceedings. A true and correct copy of the proceedings had by the Company and other Company records, proceedings and documents relating to the issuance of the Bonds will be provided for inclusion in the Transcript. Such records, proceedings and documents of the Company are, to the best of my knowledge, information and belief, full and complete, and such records, proceedings and documents of the Company have not been modified, amended or repealed and are in full force and effect as of the date hereof.

2.2. Execution of Documents. The following documents (the "Company Documents") have been executed and delivered in the name and on behalf of the Company by the undersigned, pursuant to and in full compliance with a Resolution adopted by the board of directors of the Company by written action as shown in the Transcript:

- (a) Lease Agreement dated as of February 1, 2026 (the "Lease"), between the City and the Company;
- (b) Bond Purchase Agreement dated as of February 1, 2026 (the "Bond Purchase Agreement"), between the City and Nebius, Inc., as purchaser of the Bonds (the "Purchaser"); and
- (c) Performance Agreement dated as of February 1, 2026 (the "Performance Agreement"), between the City and the Company.

The copies of the Company Documents contained in the Transcript are true, complete and correct copies or counterparts of the Company Documents as executed and delivered by the Company. The Company Documents have not been amended, modified or rescinded and are in full force and effect as of the date hereof.

2.3. Representations in Company Documents. Each of the representations of the Company set forth in the Company Documents are true and correct in all material respects as of the date hereof, as if made on the date hereof, and all covenants and conditions to be complied with and obligations to be performed by the Company under the Company Documents have been complied with and performed.

2.4. Representations Required by the Bond Purchase Agreement. The Company makes the following representations required by Section 3(c) of the Bond Purchase Agreement: (i) no litigation, proceeding or investigation is pending against the Company or its affiliates or, to the knowledge of the Company, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Company, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Company, threatened against the Company that could reasonably be expected to adversely affect its ability to perform its obligations hereunder, and (iii) the representations and warranties of the Company in the Bond Purchase Agreement were and are true and correct in all material respects and not misleading as of the date made and as of the date hereof. All agreements to be complied with and obligations to be performed by the City under the Bond Purchase Agreement on or prior to the date hereof have been complied with and performed.

2.5. Authorized Company Representative. The Company appoints those persons designated on the signature page hereto as Authorized Company Representatives, as such term is defined in the Trust Indenture dated as of February 1, 2026, whose signature appears on the signature page of this Certificate.

3. THE PROJECT EQUIPMENT

3.1. Description and Location of Project Equipment. The proceeds of the Bond are to be used by the City for the purpose of paying costs of acquiring and installing certain equipment on a site located at and surrounding 501 North Bly Road in the City.

3.2. Insurance for the Project Equipment. The Company hereby represents and warrants that it has satisfied the insurance requirements set forth in **Article VII** of the Lease. The Trustee may conclusively rely on this Certificate for purposes of confirming current compliance with **Article VII** of the Lease without further investigation.

4. USE OF BOND PROCEEDS; CLOSING PRICE

4.1. Use of Bond Proceeds. The Bonds are being issued to provide funds to permit the Company to finance costs of the Project Equipment.

4.2. Closing Price. The Company hereby agrees that the Closing Price of the Bonds shall be \$_____.

5. LEGAL COUNSEL

5.1. Legal Counsel. I, the undersigned, have been counseled by the Company's legal counsel as to the purpose of the foregoing certifications and the meanings of the matters set forth in the foregoing certifications. I understand that such certifications will be relied upon by the City in the issuance of the Bonds and by the law firm of Gilmore & Bell, P.C. in rendering its opinion as to validity of the issuance of the Bonds. I understand that Gilmore & Bell, P.C. has represented the City, and only the City, in connection with the issuance of the Bonds and the transactions described in the Transcript and has made no representation to the Company as to the effect of any incentive related to such transactions.

6. ANTI-DISCRIMINATION AGAINST ISRAEL ACT.

6.1. Anti-Discrimination. The undersigned hereby certifies and agrees that, to the extent that the "Anti-discrimination Against Israel Act," Section 34.600, Revised Statutes of Missouri (the "Israel Act"), is applicable to any contract entered into with the City in connection with the Bonds, the Company is not currently engaged in and shall not, for the duration of such contract, engage in a boycott of goods or services from the State of Israel ("Israel"), companies doing business in or with Israel or authorized by, licensed by or organized under the laws of Israel or persons or entities doing business with Israel, in all respects within the meaning of the Israel Act. Failure to comply with the foregoing certification shall be enforceable in accordance with the terms of such contract. The foregoing certification shall not be deemed an admission or agreement that the Israel Act is applicable to the aforesaid contracts but the foregoing certification is enforceable if the Israel Act is applicable. If the Israel Act is determined not to apply to the applicable contract for any reason including the repeal or amendment of the Israel Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Israel Act, then the certification shall be of no effect.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Company as of the date first stated above.

NEBIUS, INC.,
a Delaware corporation

By: _____
Name:
Title:

Authorized Company Representative:

[signature above] _____
Name:
Title:

[Optional Additional Appointee]

Authorized Company Representative:

Name:
Title:

[Optional Additional Appointee]

Authorized Company Representative:

Name:
Title:

COMPANY'S AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

AFFIDAVIT

The undersigned is over the age of 18 years and has personal knowledge of the matters stated herein. I hereby affirm the enrollment and participation by _____, an entity affiliated with Nebius, Inc., a Delaware corporation (the "*Company*"), in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, with respect to the employees working in connection with a project consisting of acquiring and installing certain equipment on a site located at and surrounding 501 North Bly Road in the City of Independence, Missouri (the "Project Equipment"). The Company does not knowingly employ any person who is an "unauthorized alien" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, in connection with the Project Equipment.

Further Affiant Sayeth Not.

NEBIUS, INC.,
a Delaware corporation

By: _____
Name:
Title:

ACKNOWLEDGMENT

On this ____ of _____, before me, appeared _____, who being duly sworn did say that (s)he is the _____ of **Nebius, Inc.**, a Delaware corporation, and that said instrument was signed and sealed on behalf of said company, and such person acknowledged said instrument to be the free act and deed of said company.

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

Notary Public

My Commission expires: _____.

Stamp here:

Company's Affidavit
Independence, Missouri / Nebius Project - Equipment

**REQUISITION CERTIFICATE
(COSTS OF ISSUANCE FUND)**

TO: BOKF, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF FEBRUARY 1, 2026, BETWEEN THE CITY OF INDEPENDENCE, MISSOURI, AND THE TRUSTEE, AND LEASE AGREEMENT DATED AS OF FEBRUARY 1, 2026, BETWEEN THE CITY OF INDEPENDENCE, MISSOURI, AND NEBIUS, INC.

The undersigned Authorized Company Representative requests that the total shown on **Schedule 1** be paid for costs of issuing the Bonds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** attached hereto.

With respect to this disbursement, the undersigned (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

NEBIUS, INC.,
a Delaware corporation

By: _____
Name:
Title:

SCHEDULE 1 TO REQUISITION CERTIFICATE

\$144,023,000,000

(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)

CITY OF INDEPENDENCE, MISSOURI

TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS

(NEBIUS PROJECT - EQUIPMENT)

SERIES 2026

Costs of issuance to be paid from Company funds deposited in the Costs of Issuance Fund:

Payee	Description	Amount
Gilmore & Bell, P.C.	Bond Counsel fees and expenses	\$286,837
City of Independence, Missouri	Bond issuance fee	3,824,499
BOKF, N.A.	Trustee fees and expenses	
Total		\$



2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108-2521

(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

February __, 2026

City of Independence, Missouri
Independence, Missouri

BOKF, N.A., as Trustee
Kansas City, Missouri

Nebius, Inc.
[**City, State**]

Re: \$144,023,000,000 Maximum Principal Amount of City of Independence, Missouri,
Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series
2026

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of Independence, Missouri (the “City”) in connection with the issuance by the City of its Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series 2026, in the maximum principal amount of \$144,023,000,000 (the “Bonds”). The Bonds will bear interest, will mature and will be subject to redemption and payment prior to maturity as set forth in the hereinafter referred to Indenture. The principal of and interest on the Bonds are payable at the payment office of BOKF, N.A., as trustee (the “Trustee”), or as otherwise provided for in a Trust Indenture dated as of February 1, 2026 (the “Indenture”), between the City and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

The Bonds have been authorized and issued under and pursuant to the Act and the Indenture for the purpose of providing funds to pay costs of the Project Equipment described in the Indenture.

We have examined a certified transcript of proceedings relating to the authorization and issuance of the Bonds, which transcript includes, among other documents and proceedings, the following:

- (i) Ordinance No. _____ passed by the City Council of the City on _____, 2026;
- (ii) Trust Indenture dated as of February 1, 2026, between the City and BOKF, N.A.;
- (iii) Lease Agreement dated as of February 1, 2026, between the City and Nebius, Inc., a Delaware corporation (the “Company”);
- (iv) Bond Purchase Agreement dated as of February 1, 2026, between the City and Nebius, Inc., as purchaser of the Bonds; and

(v) Performance Agreement dated as of February 1, 2026, between the City and the Company.

We have also examined the Constitution and statutes of the State of Missouri, insofar as the same relate to the authorization and issuance of the Bonds and the authorization, execution and delivery of the documents referred to in paragraphs (ii) through (v) above (collectively, the “Bond Documents”).

Reference is made to the opinion of counsel to the Company, of even date herewith with respect to, among other matters, (a) the due organization of the Company, (b) the good standing and qualification to do business of the Company, (c) the power of the Company to enter into and perform its obligations under the Bond Documents to which it is a party, and (d) the due authorization, execution and delivery of the Bond Documents by the Company and the binding effect and enforceability thereof against the Company.

Based upon such examination, we are of the opinion, as of the date hereof, as follows:

1. The City is a constitutional charter city and municipal corporation of the State of Missouri and has lawful power and authority to issue the Bonds and to enter into the Bond Documents and to perform its obligations thereunder.

2. The Bonds are in proper form and have been duly authorized in accordance with the Constitution and statutes of the State of Missouri, including the Act, and constitute valid and legally binding special obligations of the City.

3. The Bond Documents have been duly authorized, executed and delivered by the City and constitute valid and legally binding agreements of the City enforceable against the City in accordance with the respective provisions thereof.

We have not undertaken nor have we been engaged to review the accuracy, completeness or sufficiency of any offering material relating to the Bonds and we express no opinion relating thereto.

We express no opinion regarding federal or state tax consequences arising with respect to the Bonds. This opinion is limited to the laws of the State of Missouri and applicable laws of the United States.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Documents may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

[FORM OF OPINION OF COMPANY’S COUNSEL]

February __, 2026

City of Independence, Missouri
Independence, Missouri

Gilmore & Bell, P.C.
Kansas City, Missouri

BOKF, N.A., as Trustee
Kansas City, Missouri

Re: \$144,023,000,000 Maximum Principal Amount of City of Independence, Missouri,
Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series
2026

Ladies and Gentlemen:

We have acted as counsel for Nebius, Inc., a Delaware corporation (the “Company”), and as such, we have examined the following in connection with the issuance and sale of the above-referenced series of bonds (the “Bonds”):

- (a) Articles of Incorporation of the Company, Bylaws of the Company, and a certified copy of the resolution of the Company dated _____, 2026 (the “Resolution”);
- (b) Lease Agreement dated as of February 1, 2026, between the Company and the City of Independence, Missouri (the “City”), as lessor;
- (c) Bond Purchase Agreement dated as of February 1, 2026, between the City and Nebius, Inc., as purchaser of the Bonds;
- (d) Performance Agreement dated as of February 1, 2026, by and between the City and the Company; and
- (e) such other records and instruments of the Company, together with applicable certificates of public officials as we deem relevant in rendering this opinion.

The documents referred to in paragraphs (b) through (d) above are collectively referred to as the “Company’s Documents.”

Based upon examination of the above-referenced documents, we are of the opinion that:

1. The Company has been duly organized and is a validly existing corporation in good standing under the laws of the State of Delaware and is in good standing under the laws of and authorized to do business in the State of Missouri.

2. The Company's Documents have been duly authorized by all requisite action on the part of the Company and each such document has been duly executed and delivered by on behalf of the Company by duly authorized officers of the Company, and constitute the Company's valid and binding obligations, enforceable in accordance with their respective terms (except as such enforceability may be limited by any bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally).

3. The execution, delivery and compliance with the provisions of the Company Documents by the Company have not and will not (with the passage of time or the giving of notice, or both) result in or constitute a breach of or default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Company is a party or by which it or any of its property is bound, or violate any provision of the Articles of Incorporation or Bylaws of the Company, or of any constitutional or statutory provision, or of any order, rule or regulation of any court or governmental authority applicable to the Company or its property.

4. All consents, approvals, authorizations or orders of, or registrations or filings with, any court or governmental agency or body required with respect to the Company for the valid execution and delivery by the Company of, or the performance of its obligations under, the Company Documents have been obtained or made.

5. There is no action, suit or other proceeding pending or, to the best of our knowledge, threatened against the Company, at law or in equity or before any governmental authority, which might adversely affect the validity or enforceability of the Company Documents or the ability of the Company to perform its obligations under the Company Documents, or which might adversely affect the condition, financial or otherwise, of the Company.

6. The law covered by the opinions expressed herein is limited solely to the laws of the State of Missouri and federal law of the United States of America.

Very truly yours,

PURCHASER'S REPRESENTATION LETTER

City of Independence, Missouri
111 E. Maple Ave.
Independence, MO, 64050
Attention: City Manager

BOKF, N.A., as Trustee
2405 Grand Blvd, Ste 840
Kansas City, MO 64108
Attn: Corporate Trust Department

Re: \$144,023,000,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series 2026 of the City of Independence, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the "Bonds"), the undersigned purchaser of the Bonds (the "Purchaser") hereby represents, warrants and agrees as follows, as of February ___, 2026:

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of February 1, 2026 (the "Indenture"), between the City of Independence, Missouri (the "City") and BOKF, N.A., Kansas City, Missouri, as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project Equipment (as defined in the Indenture) to Nebius, Inc., a Delaware corporation (the "Company"), under a Lease Agreement dated as of February 1, 2026 (the "Lease"), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

3. The Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and upon receipt of any required opinion of counsel acceptable to the City, the Company, the Trustee and the Purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to the Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. The Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that the Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. The Purchaser believes that the Bonds being acquired are a security of the type that the Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The Purchaser is fully aware of and satisfied with (i) the current status of the ownership of the Project Equipment and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to **Section 208** of the Indenture.

NEBIUS, INC.,
a Delaware corporation

By: _____
Name:
Title:

UCC Info – Secretary of State Filings

Indenture

Debtor:

City of Independence, Missouri
111 E. Maple Ave.
Independence, MO, 64050

Secured Party:

BOKF, N.A.
2405 Grand Blvd, Ste 840
Kansas City, MO 64108
Attn: Corporate Trust Department

Collateral:

ALL PROPERTY INCLUDED IN THE TRUST ESTATE UNDER THAT CERTAIN TRUST INDENTURE DATED AS OF FEBRUARY 1, 2026 RELATING TO DEBTOR'S TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS (NEBIUS PROJECT - EQUIPMENT), SERIES 2026, BETWEEN DEBTOR AND SECURED PARTY, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, AND PRODUCTS AND PROCEEDS THEREOF, INCLUDING WITHOUT LIMITATION, ACCOUNTS, GENERAL INTANGIBLES, INVESTMENT PROPERTY, CHATTEL PAPER, DEPOSIT ACCOUNTS AND INSTRUMENTS.

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF NOT TO EXCEED

\$6,609,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(NEBIUS PROJECT - REAL PROPERTY)
SERIES 2026

Legal Opinion

Gilmore & Bell, P.C.
Kansas City, Missouri

CLOSING MEMORANDUM

\$6,609,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(NEBIUS PROJECT - REAL PROPERTY)
SERIES 2026

Closing: February __, 2026

This Memorandum sets forth the actions to be taken in connection with the issuance, sale and delivery by the City of Independence, Missouri, of its Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026, in the maximum principal amount of \$6,609,000,000 (the "Bonds"). The documents and actions described herein and in the Closing List attached hereto are to be delivered and taken as a condition precedent to the issuance of the Bonds. Such delivery of documents and actions shall be deemed to have taken place simultaneously at the closing, and no delivery of documents, payments of moneys or other actions with respect to the foregoing transaction will be considered to have been completed until all such deliveries, payments or other actions have been made or taken.

The closing is scheduled for 10:00 a.m., Central time, on February __, 2026, at the offices of Gilmore & Bell, P.C., Kansas City, Missouri. The items set forth on the Closing List will be examined, assembled and incorporated in the transcripts evidencing the authorization and issuance of the Bonds. Electronic copies of the transcript will be prepared and distributed to the following:

1. City of Independence, Missouri ("City").
2. BOKF, N.A. ("Trustee").
3. Missouri ADC Holdings, LLC ("Company" and "Purchaser").
4. Rouse Frets White Goss Gentile Rhodes, P.C. ("Company's Counsel" and "Purchaser's Counsel").
5. Gilmore & Bell, P.C. ("Bond Counsel").

\$6,609,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(NEBIUS PROJECT - REAL PROPERTY)
SERIES 2026

Closing Date: February __, 2026

CLOSING LIST

**Document
No.**

BASIC DOCUMENTS

1. Trust Indenture.
2. Lease Agreement; Memorandum of Lease Agreement.
3. Bond Purchase Agreement.
4. Performance Agreement.

CITY'S PROCEEDINGS AND DOCUMENTS

5. City's Closing Certificate.
6. Notice to taxing jurisdictions of the Chapter 100 Plan; Confirmation of receipt by taxing jurisdictions of the Chapter 100 Plan.
7. Ordinance No. _____ approving the Chapter 100 Plan and authorizing the issuance of the Bonds; Minutes of Meetings of the City Council showing first and second readings and adoption of Ordinance No. _____ on _____, 2026 and _____, 2026; Notices of Meetings.
8. Affidavit of Publication of Notice of Bond Sale; Bid for Bonds.
9. Municipality Annual Activity Report pursuant to Section 100.105, RSMo.

COMPANY'S PROCEEDINGS AND DOCUMENTS

10. Company's Closing Certificate.
11. Company's resolutions authorizing execution of documents.
12. Certificate of Formation.
13. Operating Agreement.
14. Certificates of Corporate Good Standing of Company in Delaware and Missouri.
15. Insurance Certificates.
16. Company's Affidavit re: Company's enrollment and participation in a "federal work authorization program"; and E-Verify Program for Employment Verification Memorandum of Understanding.

CLOSING DOCUMENTS

17. Special Warranty Deed.
18. Purchaser's Representation Letter.
19. Trustee's Closing Certificate.
20. Specimen Bond.
21. UCC Financing Statement.
22. Requisition Certificate No. 1.
23. Title Report.
24. Phase 1 Environmental Report; Reliance Letter.

LEGAL OPINIONS

25. Approving Legal Opinion of Bond Counsel.
26. Opinion of Company's Counsel.

* * * * *

OFFICIAL BID FORM

\$150,632,000,000
(Aggregate Maximum Principal Amount)
City of Independence, Missouri
Taxable Industrial Development Revenue Bonds
(Nebius Project)

_____, 2026

To: City of Independence, Missouri (the "City")

For the above-referenced bonds, dated their date of delivery (the "Bonds"), to be issued in one or more series, described in your notice of bond sale published in *The Examiner*, said Bonds to mature and to bear interest as follows (with interest coming due on December 1 of each year, beginning with the December 1 immediately following the date of issuance, and on the final maturity date):

<u>Maturity</u> <u>December 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
Not later than 2046	Not to Exceed \$150,632,000,000	7.0%

we will pay a purchase price not to exceed the principal amount stated above in installments equal to the draw requests received pursuant to bond purchase agreements to be executed by the undersigned, or affiliates or designees thereof (as "Purchaser"), the company that will operate the project to be funded by each the issuance of the Bonds (the "Company") and the City, provided that terms acceptable to the Purchaser, the Company and the City are reached with respect to the issuance of such Bonds and the documents to be executed in connection therewith.

Respectfully submitted by an authorized officer of the bidder,

Bidder: Nebius, Inc., a Delaware corporation

Signature: _____

Print Name: _____

CITY'S CLOSING CERTIFICATE

We, the undersigned, hereby certify that we are the duly appointed, qualified and acting (Interim) City Manager and City Clerk, respectively, of the City of Independence, Missouri (the "City"), and as such officers we are familiar with the official books and records of the City. In connection with the issuance by the City of \$6,609,000,000 maximum principal amount of Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026 (the "Bonds"), we hereby further certify as follows, as of February __, 2026:

MATTERS CONCERNING AUTHORIZATION

1. Due Organization. The City is a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri.

2. Transcript of Proceedings. The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds furnished to the Purchaser of the Bonds includes a true and correct copy of the proceedings had by the City Council and other records, proceedings and documents relating to the issuance of the Bonds; said Transcript is to the best of our knowledge, information and belief full and complete; such proceedings of the City shown in said Transcript have not been modified, amended or repealed and are in full force and effect as of the date hereof; said Transcript has been duly filed in the official records of the City.

3. Meetings. All meetings of the City Council as shown in the Transcript were regular meetings, or were held pursuant to regular adjournment at the next preceding meeting, or were special meetings duly called as shown in the Transcript, and each such meeting was duly held, was open to the public at all times and a quorum was present throughout. At all such meetings where required, proper notice of the time, place and purposes of each such meeting was given to the City Council or was waived and proper notice was given to the public as required by law. The notices of meetings contained in the Transcript were posted at least 24 hours prior to the commencement of the meetings on a bulletin board or other prominent place which is easily accessible to the public and clearly designated for posting notices at City Hall, the principal office and meeting place of the City Council, and were made available at least 24 hours prior to the commencement of said meetings to any representative of the news media who requested notice of the meetings.

4. Incumbency of Officers. The following named persons were and are the duly elected or appointed, qualified and acting officers of the City at all times except as otherwise indicated during the proceedings relating to the authorization and issuance of the Bonds, as follows:

<u>Name</u>	<u>Title</u>
Rory Rowland	Mayor
Susanne Holland	City Clerk
Lisa Reynolds	Interim City Manager

The duly elected Councilmembers at the time of approval of the Ordinance described herein were as shown in the minutes of meeting included in the Transcript.

5. Approval of Plan for the Project. Pursuant to Ordinance No. _____ passed by the City Council (the "Ordinance"), the City approved a Plan for an Industrial Development Project for the Nebius Project (the "Plan") pursuant to Chapter 100 of the Revised Statutes of Missouri, as amended (the "Act"). A portion of the Plan (the "Project") will be undertaken by Missouri ADC Holdings, LLC, a Delaware limited liability company (the "Company"). The Plan meets the requirements of Section

100.050 of the Act, and all of the affected taxing jurisdictions were provided notice of the proposed Project in accordance with the Act.

6. Location of Project. The Project will be located entirely within the corporate limits of the City.

7. Bonds Issued for the Company. Except for the Bonds, the City has not authorized or issued any obligations of any kind or character whatsoever payable out of the revenues, or the pledge thereof, under the hereafter referred to Lease.

8. Non-Litigation. There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised, or may be raised, questioning, disputing or affecting in any way the legal organization of the City, or the right or title of any of its officers or Councilmembers to their respective offices, or the legality of any official act shown to have been done in the Transcript evidencing the authorization and issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds, or the validity of the Bonds or any of the proceedings had in relation to the authorization, issuance or sale thereof.

MATTERS CONCERNING ISSUANCE, SALE AND DELIVERY

1. Execution of Documents. The following documents (the “City Documents”) have been duly authorized, executed and delivered in the name and on behalf of the City by its duly authorized officers, pursuant to and in full compliance with the Ordinance:

(a) Trust Indenture dated as of February 1, 2026 (the “Indenture”), between the City and BOKF, N.A., as trustee (the “Trustee”);

(b) Lease Agreement dated as of February 1, 2026 (the “Lease”), between the City and the Company;

(c) Bond Purchase Agreement dated as of February 1, 2026 (the “Bond Purchase Agreement”), between the City and Missouri ADC Holdings, LLC, as the purchaser of the Bonds; and

(d) Performance Agreement dated as of February 1, 2026 (the “Performance Agreement”), between the City and the Company, relating to real property tax abatement and payments in lieu of taxes relating to real property.

The copies of the City Documents contained in the Transcript are true, complete and correct copies or counterparts of the City Documents as executed and delivered by the City, and are in substantially the same form and text as the copies of the City Documents which were before the City Council and approved by the Ordinance. The City Documents have not been amended, modified or rescinded and remain in full force and effect as of the date hereof.

2. Execution of Bonds. We have duly signed and executed, manually or by facsimile, the Bonds in the form of one fully registered Bond in the maximum principal amount of \$6,609,000,000 and on the date of the Bonds, and on the date when said Bonds were executed by us, we were and at the date hereof we are the officials indicated by our signatures on said Bonds, and by our signatures on this Certificate, respectively. The signatures of us and each of us, as such officials, respectively, on said Bonds and on this Certificate, are our true and genuine signatures, and the seal affixed or imprinted on said Bonds at the time of its execution was and is the duly authorized official City seal and was thereto

affixed by the authority and direction of the governing body of the City, and is the seal affixed to this Certificate.

3. Representations in City Documents. Each of the representations of the City made in the City Documents are true and complete in all material respects as of the date hereof as if made on and as of the date hereof, and all agreements to be complied with and obligations to be performed by the City under the City Documents on or prior to the closing date of the Bonds have been complied with and performed.

4. No Legal Violation. The execution and delivery of the City Documents, the performance of the terms thereof by the City and the issuance, sale and delivery of the Bonds will not violate any provision of Missouri law, or any resolution or ordinance of the City, or any applicable judgment, order, rule or regulation of any court or of any public or governmental agency or authority, and will not conflict with, violate or result in the breach of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust or other agreement or instrument to which the City is a party, or by which it or its properties are bound.

5. Approvals. All approvals, consents, authorizations and orders required to be obtained by the City in connection with the issuance, sale and delivery of the Bonds and the execution and delivery of the City Documents and the performance of the terms thereof by the City have been duly obtained.

6. No Offers by City. Neither the City, nor any authorized representative of the City is engaged in any transaction involving the marketing of the Bonds to the public in a manner that would cause the Bonds to be subject to Securities and Exchange Commission Rule 15c2-12.

7. Information. The purchasers of the Bonds have had ample opportunity to ask questions of, and to receive answers from, officers or other representatives of the City concerning the offer for sale and purchase of the Bonds.

8. Request to Authenticate and Deliver the Bonds; Closing Price. Pursuant to **Section 208(c)(4)** of the Indenture, the Trustee is hereby requested and authorized by the City to authenticate the Bonds and to deliver such Bonds to the purchaser thereof upon payment to the Trustee for the account of the City of the Closing Price for the Bonds as specified in the Bond Purchase Agreement. The Closing Price for the Bonds shall be the amount of \$_____.

9. Designation of Authorized City Representatives. The City hereby designates the Mayor, (Interim) City Manager, City Clerk and Finance Director (or Chief Financial Officer) as Authorized City Representatives. The City may designate another person to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the City by the Mayor or the (Interim) City Manager.

10. M.A.P. Filing Authorization. The City hereby authorizes Gilmore & Bell, P.C. to file the information required by §37.850, RSMo, as amended, on the Missouri Accountability Portal website maintained by the State of Missouri Office of Administration.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this certificate to be executed on its behalf by its duly authorized officers and its seal to be affixed hereto, all as of the date first written above.

Signature

Official Title

Interim City Manager

City Clerk

(Seal)

TRUSTEE'S CLOSING CERTIFICATE

The undersigned, a duly authorized officer of BOKF, N.A., a national banking association with an office in Kansas City, Missouri (the "Trustee"), as Trustee under the Trust Indenture dated as of February 1, 2026 (the "Indenture"), between the Trustee and the City of Independence, Missouri (the "City"), authorizing the issuance of Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026, in the maximum principal amount of \$6,609,000,000 (the "Bonds"), of the City, does hereby certify as follows, as of February ___, 2026:

1. Power and Authority of Trustee. The Trustee is a national banking association duly organized and existing under the laws of the United States of America with an office located in Kansas City, Missouri, and is authorized and empowered to execute and deliver the Indenture and has full power and authority to act as Trustee as provided in the Indenture.

2. Execution of Indenture. The Indenture has been duly executed on behalf of the Trustee by a duly authorized officer of the Trustee, and said person was at the time of the execution of the Indenture and now is the duly elected or appointed, qualified and acting incumbent of such office.

3. Receipt of Documents. The Trustee hereby acknowledges receipt of the documents referred to in **Section 208(c)** of the Indenture which are required to be filed with the Trustee prior to or simultaneously with the delivery of the Bonds.

4. Authentication of Bonds. Pursuant to and in accordance with the provisions of **Section 205** of the Indenture and the written request and authorization of the City, prior to the delivery of the Bonds, the Certificates of Authentication on the Bonds so delivered were signed on behalf of the Trustee by a person, who was at the time of the authentication of the Bonds and still is at the date hereof, a qualified and acting signatory of the Trustee.

5. Delivery of Bonds. The Trustee acknowledges that pursuant to **Section 208(d)** of the Indenture, the Bonds acquired by Missouri ADC Holdings, LLC, a Delaware limited liability company (the "Purchaser") and the original **Schedule I** thereto will be held by the Trustee in trust until directed in writing to deliver the Bonds to or upon the order of the Purchaser.

6. Receipt of Closing Price of the Bonds. The Trustee on this date received on behalf of the City from the purchasers of the Bonds, the closing price of the Bonds.

7. Deposit of Bond Proceeds. The Trustee on this date, in accordance with the requirements of the Indenture, deposited (or is deemed to have deposited in accordance with the terms of the Indenture) the required amount of proceeds of the Bonds into the Project Fund established under the Indenture.

8. Authorization of Officers. The officers of the Trustee referred to in paragraphs (2) and (4) hereof were at the time of the acts above-mentioned, and are at the date hereof, duly elected or appointed, qualified and acting signatories of the Trustee and duly authorized to perform the acts referred to in such paragraphs.

9. Anti-Discrimination. The undersigned hereby certifies and agrees that, to the extent that the "Anti -discrimination Against Israel Act," Section 34.600, Revised Statutes of Missouri (the "Israel Act"), is applicable to any contract entered into with the City in connection with the Bonds, the Trustee is not currently engaged in and shall not, for the duration of such contract, engage in a boycott of goods or

services from the State of Israel ("Israel"), companies doing business in or with Israel or authorized by, licensed by or organized under the laws of Israel or persons or entities doing business with Israel, in all respects within the meaning of the Israel Act. Failure to comply with the foregoing certification shall be enforceable in accordance with the terms of such contract. The foregoing certification shall not be deemed an admission or agreement that the Israel Act is applicable to the aforesaid contracts but the foregoing certification is enforceable if the Israel Act is applicable. If the Israel Act is determined not to apply to the applicable contract for any reason including the repeal or amendment of the Israel Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Israel Act, then the certification shall be of no effect.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, BOKF, N.A., as Trustee, has caused this certificate to be executed and attested by its duly authorized officers as of the date first stated above.

BOKF, N.A.,
as Trustee

[SEAL]

By _____
Name:
Title:

ATTEST:

By _____
Name:
Title:

COMPANY'S CLOSING CERTIFICATE

I, the undersigned, hereby certify that I am the _____ of Missouri ADC Holdings, LLC, a Delaware limited liability company (the "Company"), and I am familiar with the books and records of the Company. In connection with the issuance of Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026 in the maximum principal amount of \$6,609,000,000 (the "Bonds"), by the City of Independence, Missouri (the "City"), I hereby further certify as follows, as of February ___, 2026:

1. ORGANIZATION AND AUTHORITY

1.1. Due Organization. The Company is a limited liability company duly organized and in good standing under the laws of the State of Delaware and is in good standing under the laws of and authorized to do business in the State of Missouri.

1.2. Certificate of Formation and Operating Agreement. The copy of the Certificate of Formation of the Company contained in the Transcript relating to the authorization of the issuance of the Bonds (the "Transcript") is a true, complete and correct copy of said Certificate of Formation, as certified by the Secretary of State of the state in which the Company was formed, and said Certificate of Formation has not been further amended and is in full force and effect as of the date hereof. The copy of the Operating Agreement of the Company contained in the Transcript is a true, complete and correct copy of said Operating Agreement and said Operating Agreement has not been further amended and is in full force and effect as of the date hereof.

1.3. Incumbency of Officer. The persons whose signatures are shown on the signature page(s) to this Certificate were on the date or dates of the execution of the documents listed in **Section 2.2** below, and are on this date, duly authorized to execute the documents listed in **Section 2.2** below.

2. BOND TRANSCRIPTS AND LEGAL DOCUMENTS

2.1. Transcript of Proceedings. A true and correct copy of the proceedings had by the Company and other Company records, proceedings and documents relating to the issuance of the Bonds will be provided for inclusion in the Transcript. Such records, proceedings and documents of the Company are, to the best of my knowledge, information and belief, full and complete, and such records, proceedings and documents of the Company have not been modified, amended or repealed and are in full force and effect as of the date hereof.

2.2. Execution of Documents. The following documents (the "Company Documents") have been executed and delivered in the name and on behalf of the Company by the undersigned, pursuant to and in full compliance with a Resolution adopted by the board of directors of the Company by written action as shown in the Transcript:

- (a) Lease Agreement dated as of February 1, 2026 (the "Lease"), between the City and the Company;
- (b) Bond Purchase Agreement dated as of February 1, 2026 (the "Bond Purchase Agreement"), between the City and Missouri ADC Holdings, LLC, as purchaser of the Bonds (the "Purchaser");

- (c) Performance Agreement dated as of February 1, 2026 (the “Performance Agreement”), between the City and the Company; and
- (d) Special Warranty Deed dated February ___, 2026 (the “Deed”), from the Company in favor of the City.

The copies of the Company Documents contained in the Transcript are true, complete and correct copies or counterparts of the Company Documents as executed and delivered by the Company. The Company Documents have not been amended, modified or rescinded and are in full force and effect as of the date hereof.

2.3. Representations in Company Documents. Each of the representations of the Company set forth in the Company Documents are true and correct in all material respects as of the date hereof, as if made on the date hereof, and all covenants and conditions to be complied with and obligations to be performed by the Company under the Company Documents have been complied with and performed.

2.4. Representations Required by the Bond Purchase Agreement. The Company makes the following representations required by Section 3(c) of the Bond Purchase Agreement: (i) no litigation, proceeding or investigation is pending against the Company or its affiliates or, to the knowledge of the Company, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Company, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Company, threatened against the Company that could reasonably be expected to adversely affect its ability to perform its obligations hereunder, and (iii) the representations and warranties of the Company in the Bond Purchase Agreement were and are true and correct in all material respects and not misleading as of the date made and as of the date hereof. All agreements to be complied with and obligations to be performed by the City under the Bond Purchase Agreement on or prior to the date hereof have been complied with and performed.

2.5. Authorized Company Representative. The Company appoints those persons designated on the signature page hereto as Authorized Company Representatives, as such term is defined in the Trust Indenture dated as of February 1, 2026, whose signature appears on the signature page of this Certificate.

3. THE PROJECT

3.1. Description and Location of Project. The proceeds of the Bond are to be used by the City for the purpose of paying costs of acquiring, constructing and improving certain real property located at and surrounding 501 North Bly Road in the City.

3.2. Insurance for the Project. The Company hereby represents and warrants that it has satisfied the insurance requirements set forth in **Article VII** of the Lease. The Trustee may conclusively rely on this Certificate for purposes of confirming current compliance with **Article VII** of the Lease without further investigation.

4. USE OF BOND PROCEEDS; CLOSING PRICE

4.1. Use of Bond Proceeds. The Bonds are being issued to provide funds to permit the Company to finance costs of the Project.

4.2. Closing Price. The Company hereby agrees that the Closing Price of the Bonds shall be

\$ _____.

5. LEGAL COUNSEL

5.1. Legal Counsel. I, the undersigned, have been counseled by the Company's legal counsel as to the purpose of the foregoing certifications and the meanings of the matters set forth in the foregoing certifications. I understand that such certifications will be relied upon by the City in the issuance of the Bonds and by the law firm of Gilmore & Bell, P.C. in rendering its opinion as to validity of the issuance of the Bonds. I understand that Gilmore & Bell, P.C. has represented the City, and only the City, in connection with the issuance of the Bonds and the transactions described in the Transcript and has made no representation to the Company as to the effect of any incentive related to such transactions.

6. ANTI-DISCRIMINATION AGAINST ISRAEL ACT.

6.1. Anti-Discrimination. The undersigned hereby certifies and agrees that, to the extent that the "Anti-discrimination Against Israel Act," Section 34.600, Revised Statutes of Missouri (the "Israel Act"), is applicable to any contract entered into with the City in connection with the Bonds, the Company is not currently engaged in and shall not, for the duration of such contract, engage in a boycott of goods or services from the State of Israel ("Israel"), companies doing business in or with Israel or authorized by, licensed by or organized under the laws of Israel or persons or entities doing business with Israel, in all respects within the meaning of the Israel Act. Failure to comply with the foregoing certification shall be enforceable in accordance with the terms of such contract. The foregoing certification shall not be deemed an admission or agreement that the Israel Act is applicable to the aforesaid contracts but the foregoing certification is enforceable if the Israel Act is applicable. If the Israel Act is determined not to apply to the applicable contract for any reason including the repeal or amendment of the Israel Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Israel Act, then the certification shall be of no effect.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Company as of the date first stated above.

MISSOURI ADC HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

Authorized Company Representative:

[signature above] _____
Name:
Title:

[Optional Additional Appointee]

Authorized Company Representative:

Name:
Title:

[Optional Additional Appointee]

Authorized Company Representative:

Name:
Title:

COMPANY'S AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

AFFIDAVIT

The undersigned is over the age of 18 years and has personal knowledge of the matters stated herein. I hereby affirm the enrollment and participation by _____, an entity affiliated with Missouri ADC Holdings, LLC, a Delaware limited liability company (the "*Company*"), in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, with respect to the employees working in connection with a project consisting of constructing and improving certain real property located at and surrounding 501 North Bly Road in the City of Independence, Missouri (the "*Project*"). The Company does not knowingly employ any person who is an "unauthorized alien" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, in connection with the Project.

Further Affiant Sayeth Not.

MISSOURI ADC HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ACKNOWLEDGMENT

On this ____ of _____, before me, appeared _____, who being duly sworn did say that (s)he is the _____ of **Missouri ADC Holdings, LLC**, a Delaware limited liability company, and that said instrument was signed and sealed on behalf of said limited liability company, and such person acknowledged said instrument to be the free act and deed of said limited liability company

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

Notary Public

My Commission expires: _____.

Stamp here:

Company's Affidavit
Independence, Missouri / Nebius Project - Real Property

REQUISITION CERTIFICATE

TO: BOKF, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF FEBRUARY 1, 2026, BETWEEN THE CITY OF INDEPENDENCE, MISSOURI, AND THE TRUSTEE, AND LEASE AGREEMENT DATED AS OF FEBRUARY 1, 2026, BETWEEN THE CITY OF INDEPENDENCE, MISSOURI, AND MISSOURI ADC HOLDINGS, LLC

The undersigned Authorized Company Representative requests that the total shown on **Schedule 1** be paid for Project Costs (as defined in said Lease) in such amounts, to such payees and for such purposes as set forth on **Schedule 1** attached hereto.

We hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the construction and improvement of the Project, have been properly incurred and are a proper charge against the Project Fund, and have been paid by or are justly due to the persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund; (ii) as of this date, except for the amounts referred to above, there are no, to the best of our knowledge, outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the construction and improvement of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof; and (iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any moneys from the Project Fund in any previous or pending application for payment made pursuant to said Lease.

With respect to this disbursement, the undersigned (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

MISSOURI ADC HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

SCHEDULE 1 TO REQUISITION CERTIFICATE

\$6,609,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(NEBIUS PROJECT - REAL PROPERTY)
SERIES 2026

PROJECT COSTS

Costs of issuance to be paid from Company funds deposited in the Costs of Issuance Fund:

Payee	Description	Amount
Gilmore & Bell, P.C.	Bond Counsel fees and expenses	\$13,163
City of Independence, Missouri	Bond issuance fee	175,501
BOKF, N.A.	Trustee fees and expenses	
Total		\$

Project Costs to be deemed funded pursuant to Section 208(e) of Indenture (Project Fund):

Payee	Description	Amount
Missouri ADC Holdings, LLC	Reimbursement for land acquisition costs	\$208,000,000

Missouri ADC Holdings, LLC, as Purchaser of the Series 2026 Bond and as Lessee under the Lease Agreement, hereby requests that the Cumulative Outstanding Principal Amount of the Series 2026 Bond be increased by the amount shown immediately above pursuant to Section 208(e) of the Indenture, in lieu of payment from the Project Fund.



2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108-2521

(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

February __, 2026

City of Independence, Missouri
Independence, Missouri

BOKF, N.A., as Trustee
Kansas City, Missouri

Missouri ADC Holdings, LLC
[**City, State**]

Re: \$6,609,000,000 Maximum Principal Amount of City of Independence, Missouri, Taxable
Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of Independence, Missouri (the “City”) in connection with the issuance by the City of its Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026, in the maximum principal amount of \$6,609,000,000 (the “Bonds”). The Bonds will bear interest, will mature and will be subject to redemption and payment prior to maturity as set forth in the hereinafter referred to Indenture. The principal of and interest on the Bonds are payable at the payment office of BOKF, N.A., as trustee (the “Trustee”), or as otherwise provided for in a Trust Indenture dated as of February 1, 2026 (the “Indenture”), between the City and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

The Bonds have been authorized and issued under and pursuant to the Act and the Indenture for the purpose of providing funds to pay costs of the Project described in the Indenture.

We have examined a certified transcript of proceedings relating to the authorization and issuance of the Bonds, which transcript includes, among other documents and proceedings, the following:

- (i) Ordinance No. _____ passed by the City Council of the City on _____, 2026;
- (ii) Trust Indenture dated as of February 1, 2026, between the City and BOKF, N.A.;
- (iii) Lease Agreement dated as of February 1, 2026, between the City and Missouri ADC Holdings, LLC, a Delaware limited liability company (the “Company”);
- (iv) Bond Purchase Agreement dated as of February 1, 2026, between the City and Missouri ADC Holdings, LLC, as purchaser of the Bonds; and

(v) Performance Agreement dated as of February 1, 2026, between the City and the Company.

We have also examined the Constitution and statutes of the State of Missouri, insofar as the same relate to the authorization and issuance of the Bonds and the authorization, execution and delivery of the documents referred to in paragraphs (ii) through (v) above (collectively, the “Bond Documents”).

Reference is made to the opinion of counsel to the Company, of even date herewith with respect to, among other matters, (a) the due organization of the Company, (b) the good standing and qualification to do business of the Company, (c) the power of the Company to enter into and perform its obligations under the Bond Documents to which it is a party, and (d) the due authorization, execution and delivery of the Bond Documents by the Company and the binding effect and enforceability thereof against the Company.

Based upon such examination, we are of the opinion, as of the date hereof, as follows:

1. The City is a constitutional charter city and municipal corporation of the State of Missouri and has lawful power and authority to issue the Bonds and to enter into the Bond Documents and to perform its obligations thereunder.

2. The Bonds are in proper form and have been duly authorized in accordance with the Constitution and statutes of the State of Missouri, including the Act, and constitute valid and legally binding special obligations of the City.

3. The Bond Documents have been duly authorized, executed and delivered by the City and constitute valid and legally binding agreements of the City enforceable against the City in accordance with the respective provisions thereof.

We have not undertaken nor have we been engaged to review the accuracy, completeness or sufficiency of any offering material relating to the Bonds and we express no opinion relating thereto.

We express no opinion regarding federal or state tax consequences arising with respect to the Bonds. This opinion is limited to the laws of the State of Missouri and applicable laws of the United States.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Documents may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

[FORM OF OPINION OF COMPANY’S COUNSEL]

February __, 2026

City of Independence, Missouri
Independence, Missouri

Gilmore & Bell, P.C.
Kansas City, Missouri

BOKF, N.A., as Trustee
Kansas City, Missouri

Re: \$6,609,000,000 Maximum Principal Amount of City of Independence, Missouri, Taxable
 Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026

Ladies and Gentlemen:

We have acted as counsel for Missouri ADC Holdings, LLC, a Delaware limited liability company (the “Company”), and as such, we have examined the following in connection with the issuance and sale of the above-referenced series of bonds (the “Bonds”):

- (a) Certificate of Formation of the Company, Operating Agreement of the Company, and a certified copy of the resolution of the Company dated _____, 2026 (the “Resolution”);
- (b) Lease Agreement dated as of February 1, 2026, between the Company and the City of Independence, Missouri (the “City”), as lessor;
- (c) Bond Purchase Agreement dated as of February 1, 2026, between the City and Missouri ADC Holdings, LLC, as purchaser of the Bonds;
- (d) Performance Agreement dated as of February 1, 2026, by and between the City and the Company;
- (e) Special Warranty Deed dated February __, 2026 (the “Deed”), from the Company in favor of the City; and
- (f) such other records and instruments of the Company, together with applicable certificates of public officials as we deem relevant in rendering this opinion.

The documents referred to in paragraphs (b) through (e) above are collectively referred to as the “Company’s Documents.”

Based upon examination of the above-referenced documents, we are of the opinion that:

1. The Company has been duly organized and is a validly existing limited liability company in good standing under the laws of the State of Delaware and is in good standing under the laws of and authorized to do business in the State of Missouri.

2. The Company's Documents have been duly authorized by all requisite action on the part of the Company and each such document has been duly executed and delivered by on behalf of the Company by duly authorized officers of the Company, and constitute the Company's valid and binding obligations, enforceable in accordance with their respective terms (except as such enforceability may be limited by any bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally).

3. The execution, delivery and compliance with the provisions of the Company Documents by the Company have not and will not (with the passage of time or the giving of notice, or both) result in or constitute a breach of or default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Company is a party or by which it or any of its property is bound, or violate any provision of the Certificate of Formation or Operating Agreement of the Company, or of any constitutional or statutory provision, or of any order, rule or regulation of any court or governmental authority applicable to the Company or its property.

4. All consents, approvals, authorizations or orders of, or registrations or filings with, any court or governmental agency or body required with respect to the Company for the valid execution and delivery by the Company of, or the performance of its obligations under, the Company Documents have been obtained or made.

5. There is no action, suit or other proceeding pending or, to the best of our knowledge, threatened against the Company, at law or in equity or before any governmental authority, which might adversely affect the validity or enforceability of the Company Documents or the ability of the Company to perform its obligations under the Company Documents, or which might adversely affect the condition, financial or otherwise, of the Company.

6. The law covered by the opinions expressed herein is limited solely to the laws of the State of Missouri and federal law of the United States of America.

Very truly yours,

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: SPECIAL WARRANTY DEED

DATE OF DOCUMENT: February __, 2026

GRANTOR: MISSOURI ADC HOLDINGS, LLC

GRANTOR'S MAILING ADDRESS: _____

GRANTEE: CITY OF INDEPENDENCE, MISSOURI

GRANTEE'S MAILING ADDRESS: 111 E. Maple Ave.
Independence, MO, 64050
Attention: City Clerk

RETURN DOCUMENTS TO: David Martin
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108

LEGAL DESCRIPTION: See Exhibit A.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of the “Date of Document” stated on the cover page hereto, from **MISSOURI ADC HOLDINGS, LLC**, a Delaware limited liability company (the “Grantor”), to the **CITY OF INDEPENDENCE, MISSOURI**, a political subdivision and body corporate organized and existing under the laws of the State of Missouri (the “Grantee”), having its mailing address as stated on the cover page hereto.

WITNESSETH, THAT THE GRANTOR, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto the Grantee, its successors and assigns, the lots, tracts or parcels of land described in **Exhibit A** attached hereto.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except for those encumbrances, easements, covenants and restrictions evidenced on the public record; and that it will warrant and defend the title to said premises unto the Grantee and unto the Grantee’s successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor and no other.

PROVIDED THAT, it is the intent of the Grantor and the Grantee that Grantee’s interest in any easements or rights of way held by the Grantee in all or any portion of the premises aforesaid shall not be merged with the fee simple ownership of such property conveyed to the Grantee pursuant to this Deed, but each shall remain a separate a distinct interest of the Grantee.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day and year above written.

GRANTOR:

MISSOURI ADC HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2026, before me, appeared _____, who being duly sworn did say that (s)he is the _____ of **Missouri ADC Holdings, LLC**, a Delaware limited liability company, and that said instrument was signed and sealed on behalf of said limited liability company, and such person acknowledged said instrument to be the free act and deed of said limited liability company

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

My Commission expires: _____.

Notary Public

Stamp here:

THE FOREGOING DEED IS HEREBY ACKNOWLEDGED AND ACCEPTED.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public, appeared **LISA REYNOLDS**, to me personally known, who, being by me duly sworn, did say that she is the **INTERIM CITY MANAGER** of the **CITY OF INDEPENDENCE, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

EXHIBIT A

PROJECT SITE

The following described real estate located in Jackson County, Missouri:

[**INSERT LEGAL DESCRIPTION**]

PURCHASER'S REPRESENTATION LETTER

City of Independence, Missouri
111 E. Maple Ave.
Independence, MO, 64050
Attention: City Manager

BOKF, N.A., as Trustee
2405 Grand Blvd, Ste 840
Kansas City, MO 64108
Attn: Corporate Trust Department

Re: \$6,609,000,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026 of the City of Independence, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the "Bonds"), the undersigned purchaser of the Bonds (the "Purchaser") hereby represents, warrants and agrees as follows, as of February ___, 2026:

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of February 1, 2026 (the "Indenture"), between the City of Independence, Missouri (the "City") and BOKF, N.A., Kansas City, Missouri, as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Missouri ADC Holdings, LLC, a Delaware limited liability company (the "Company"), under a Lease Agreement dated as of February 1, 2026 (the "Lease"), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

3. The Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and upon receipt of any required opinion

of counsel acceptable to the City, the Company, the Trustee and the Purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to the Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. The Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that the Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. The Purchaser believes that the Bonds being acquired are a security of the type that the Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The Purchaser is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to **Section 208** of the Indenture.

MISSOURI ADC HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: MEMORANDUM OF LEASE AGREEMENT

DATE OF DOCUMENT: February 1, 2026

GRANTOR: CITY OF INDEPENDENCE, MISSOURI

GRANTOR'S MAILING ADDRESS: 111 E. Maple Ave.
Independence, MO, 64050
Attention: City Clerk

GRANTEE: MISSOURI ADC HOLDINGS, LLC

GRANTEE'S MAILING ADDRESS: _____

RETURN DOCUMENTS TO: David Martin
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108

LEGAL DESCRIPTION: See **Exhibit A**

This document contains a consent to mechanics' liens.

THIS MEMORANDUM OF LEASE AGREEMENT, gives notice of, ratifies and confirms the Lease Agreement dated as of February 1, 2026 (the “Lease”), between the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “City”), as lessor and grantor, and **MISSOURI ADC HOLDINGS, LLC**, a Delaware limited liability company (the “Company”), as lessee;

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the “Act”), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing, office industry and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the “Ordinance”) on _____, 2026, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026, in the maximum principal amount of \$6,609,000,000 (the “Bonds”), for the purpose of acquiring, constructing and improving certain real property located at and surrounding 501 North Bly Road in the City (the “Project Site,” as more fully described on **Exhibit A** hereto), including the construction and improvement of multiple buildings with a combined square footage of approximately 2,100,000 square feet on the Project Site (the “Project Improvements,” as more fully described on **Exhibit B** hereto).

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the “Indenture”) with BOKF, N.A., Kansas City, Missouri, as Trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into the Lease with the Company under which the City will construct and improve the Project Improvements, and lease the Project Site and the Project Improvements as they may at any time exist (collectively, the “Project”), to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

4. In consideration of the terms and conditions of the Lease, the Ordinance, the issuance of the Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a Performance Agreement of even date herewith (the “Performance Agreement”), pursuant to which the Company has agreed to make certain payments in lieu of taxes.

5. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions set forth hereinafter and in the Lease.

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

1. **Granting of Leasehold Estate.** The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

2. **Lease Term.** The Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of the Lease, the lease of the Project shall commence as of the date of delivery of the Lease and terminate on **December 1, 2046**.

3. **Basic Rent.** The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during the Lease Term, for deposit in the Bond Fund on or before 10:00 a.m., Trustee's local time, on or before each December 1, commencing **December 1, 2026** and continuing until the principal of and interest on the Bonds shall have been fully paid, an amount which, when added to any collected funds then on deposit in the Bond Fund and available on such Payment Date, shall be equal to the total amount payable on each December 1 as interest on the Bonds. On **December 1, 2046** (or such earlier date as the Company may elect to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption. All payments of Basic Rent shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in the Lease and the Indenture, provided that if the Company is the Owner of all the Bonds Outstanding, payment of Basic Rent may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent consistent with the Indenture.

4. **Option to Purchase the Project.** The Company shall have, and is hereby granted, the option to purchase the Project at any time, upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to the Indenture. The purchase price payable by the Company in the event of its exercise of the option is set forth in the Lease.

5. **Definition of Terms.** Capitalized terms not defined herein shall have the meanings ascribed thereto in the Indenture and the Lease.

6. **Consent to Mechanics' Liens.** The City hereby consents to the subjection of the Project and Project Site to the attachment of mechanics' liens filed under Chapter 429 of the Revised Statutes of Missouri.

[Remainder of Page Intentionally Left Blank.]

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public, appeared **LISA REYNOLDS**, to me personally known, who, being by me duly sworn, did say that she is the **INTERIM CITY MANAGER** of the **CITY OF INDEPENDENCE, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

Memorandum of Lease Agreement
Independence, Missouri / Nebius Project - Real Property

EXHIBIT A

PROJECT SITE

The following described real estate located in Jackson County, Missouri:

[**INSERT LEGAL DESCRIPTION**]

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

A data center campus consisting of multiple buildings with a combined square footage of approximately 2,100,000 square feet to be constructed on the Project Site, together with related site improvements. The Project Improvements do not include any machinery or equipment other than fixtures and systems that are incorporated into the construction of the building and the related site improvements.

UCC Info – Secretary of State Filings

Indenture

Debtor:

City of Independence, Missouri
111 E. Maple Ave.
Independence, MO, 64050

Secured Party:

BOKF, N.A.
2405 Grand Blvd, Ste 840
Kansas City, MO 64108
Attn: Corporate Trust Department

Collateral:

ALL PROPERTY INCLUDED IN THE TRUST ESTATE UNDER THAT CERTAIN TRUST INDENTURE DATED AS OF FEBRUARY 1, 2026 RELATING TO DEBTOR'S TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS (NEBIUS PROJECT - REAL PROPERTY), SERIES 2026, BETWEEN DEBTOR AND SECURED PARTY, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, AND PRODUCTS AND PROCEEDS THEREOF, INCLUDING WITHOUT LIMITATION, ACCOUNTS, GENERAL INTANGIBLES, INVESTMENT PROPERTY, CHATTEL PAPER, DEPOSIT ACCOUNTS AND INSTRUMENTS.

**CITY OF INDEPENDENCE, MISSOURI,
As Lessor,**

AND

**NEBIUS, INC.,
As Lessee**

LEASE AGREEMENT

Dated as of February 1, 2026

Relating to:

**\$144,023,000,000
(Aggregate Maximum Principal Amount)
City of Independence, Missouri
Taxable Industrial Development Revenue Bonds
(Nebius Project - Equipment)
Series 2026**

Certain rights of the City of Independence, Missouri (the “City”), in this Lease Agreement have been pledged and assigned to BOKF, N.A., Kansas City, Missouri, as Trustee under the Trust Indenture dated as of February 1, 2026, between the City and the Trustee. Such pledge and assignment does not include the Unassigned Rights (defined in the Indenture).

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of February 1, 2026 (the “Lease”), is between the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, as lessor (the “City”), and **NEBIUS, INC.**, a Delaware corporation, as lessee, and its successors or assigns, as permitted hereunder (the “Company”);

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the “Act”), to purchase, construct, extend, improve and equip certain “projects” (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing, office industry and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the “Ordinance”) on _____, 2026, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series 2026, in the maximum principal amount of \$144,023,000,000 (the “Bonds”), for the purpose of acquiring and installing certain equipment (the “Project Equipment,” as more fully described on **Exhibit B** hereto) at a site located at and surrounding 501 North Bly Road in the City (the “Project Site,” as more fully described on **Exhibit A** hereto).

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the “Indenture”) with BOKF, N.A., Kansas City, Missouri, as Trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company under which the City will acquire and install the Project Equipment and lease the Project Equipment to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

4. In consideration of the terms and conditions of this Lease, the Ordinance, issuance of the Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a Performance Agreement of even date herewith (the “Performance Agreement”), pursuant to which the Company has agreed to make certain payments in lieu of taxes.

5. Pursuant to the foregoing, the City desires to lease the Project Equipment to the Company and the Company desires to lease the Project Equipment from the City, for the rentals and upon the terms and conditions hereinafter set forth.

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

“Additional Rent” means the additional rental described in **Sections 5.2** and **6.2** of this Lease.

“Basic Rent” means the rental described in **Section 5.1** of this Lease.

“Certificate of Insurance Compliance” means a certificate in substantially the form set forth on **Exhibit D** hereto evidencing the Company’s compliance with the insurance requirements set forth in **Article VII** hereto, fully executed by the Authorized Company Representative and upon which the Trustee may conclusively rely without further investigation or inquiry.

“City Code” means the City’s Code of Ordinances published most recently in 2021, as the same may be amended by the City from time to time.

“Completion Certificate” means a certificate in substantially the form set forth on **Exhibit E** hereto evidencing the Completion Date as set forth in **Article IV** hereto, fully executed by the Authorized Company Representative and upon which the Trustee may conclusively rely without further investigation or inquiry.

“Environmental Law” means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, any other “Superfund” or “Superlien” law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous materials, as now or at any time hereafter in effect.

“Financing Document” means any loan agreement, credit agreement, indenture, security agreement, mortgage, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document executed by or on behalf of a Financing Party.

“Financing Party” means any Person providing debt, lease or equity financing or other financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letters of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the ownership, purchase, lease, operation or maintenance of the Project Equipment or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person’s behalf.

“Full Insurable Value” means the actual replacement cost of the Project Equipment less physical depreciation as determined in accordance with **Section 7.1(a)** hereof.

“Lease Term” means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** hereof.

“Leasehold Security Agreement” means any leasehold security agreement, mortgage, leasehold deed of trust, assignment of rents and leases, security agreement or other agreement relating to the Project Equipment permitted pursuant to the provisions of **Section 10.4** hereof.

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to the Project Equipment, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including reasonable attorneys’ fees, trustee’s fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

“Permitted Encumbrances” means, as of any particular time, as the same may encumber the Project Equipment, (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, this Lease, and the Performance Agreement, (c) liens or security interests granted pursuant to any Leasehold Mortgage or any Financing Documents, and (d) liens or security interests granted pursuant to any Leasehold Security Agreement or any Financing Documents.

“Project Equipment” means the personal property to be acquired and installed at the Project Site pursuant to **Article IV** of this Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached hereto.

“Project Site” means the location described in **Exhibit A** attached hereto and by this reference made a part hereof.

“Real Property Lease” means the Lease Agreement relating to the Project Site and improvements to be located on the Project Site between the City and the Real Property Lessee.

“Real Property Lessee” means Missouri ADC Holdings, LLC, and its successors and assigns as permitted under the Real Property Lease.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

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

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

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

(f) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Acceptance of Indenture. The Company acknowledges that it has received an executed copy of the Indenture and that it is familiar with the terms and conditions of the Indenture. The Company further covenants that it will comply with all the conditions and covenants contained in the Indenture relating to the Company and the Project Equipment, and that it will not take any action which would cause a default thereunder or jeopardize the rights of the Trustee, the City or the Bondowners.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers;

(b) The City agrees to cause the Project Equipment to be acquired and installed on the Project Site. The City agrees to lease the Project Equipment to the Company and sell the Project Equipment to the Company if the Company exercises its option to purchase the Project Equipment or upon termination of this Lease as provided for herein, all for the purpose of furthering the public purposes of the Act;

(c) The acquisition and installation of the Project Equipment and the leasing of the Project Equipment by the City to the Company will further the public purposes of the Act;

(d) To the City’s knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby;

(e) To finance the costs of the Project Equipment, the City proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture;

(f) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project Equipment and the net earnings therefrom, including all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project Equipment (except for the Unassigned Rights), will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to the Lease;

(g) The City will not grant security interests in or take any affirmative action that would permit a lien to be placed on the Project Equipment or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except at the request of or with the written consent of the Authorized Company Representative; and

(h) The City shall have no authority to operate the Project Equipment as a business or in any other manner except as the lessor thereof or potentially as lessee of a portion thereof, except subsequent to an Event of Default hereunder.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is in good standing under the laws of and authorized to do business in the State of Missouri;

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and by proper action of its members the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives;

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not, to the best of the Company's knowledge, conflict with or result in a material breach of any of the terms, conditions or provisions of, or constitute a material default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a material default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party;

(d) The Project Equipment will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations, including the City Code; and

(e) The Project Equipment will be located on the Project Site.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project Equipment to the Company, and the Company hereby rents, leases and hires the Project Equipment from the City, subject to Permitted Encumbrances for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and terminating on **December 1, 2046**.

Section 3.3. Possession and Use of the Project Equipment.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2(b)** following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project Equipment (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project Equipment during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project Equipment during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project Equipment and will defend the Company's enjoyment and possession thereof against all parties. The City will, at the request of the Company, reasonably cooperate with the Company in obtaining financing for Project Equipment, as detailed in **Section 10.4** of this Lease.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project Equipment for any lawful purpose contemplated by the Act, this Lease, and the Performance Agreement. The Company shall comply in all material respects with all statutes, laws, ordinances, codes, 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 Equipment as to the manner of use or the condition of the Project Equipment. In the event of demonstrated noncompliance with such statutes, laws, ordinances, codes, orders, judgments, decrees, regulations, directions and requirements the Company will take all reasonable steps to comply with such statutes, laws, ordinances, codes, orders, judgments, decrees, regulations, directions and requirements. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, code, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

Section 3.4. Title to the Project Equipment. Subject to the terms herein, the City shall be the sole owner of the Project Equipment during the Lease Term.

ARTICLE IV

ACQUISITION AND INSTALLATION OF THE PROJECT EQUIPMENT

Section 4.1. Issuance of the Bonds. The City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly

deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Lease and in the Indenture. Alternatively, the Trustee may, (pursuant to **Section 208(d)** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4** below. In that event, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in the requisition certificate.

Section 4.2. Acquisition and Installation of the Project Equipment. The City and the Company agree that the Company, as the agent of the City, shall, but solely from the Project Fund, acquire and install the Project Equipment as follows:

(a) [Reserved].

(b) The Company will purchase and install the Project Equipment at the Project Site. The Company shall transfer title to the Project Equipment to the City from time to time by bills of sale or other instruments of transfer. Each bill of sale or other instrument of transfer and each personal property declaration form shall be of sufficient specificity so as to enable Jackson County's officials (including representatives of the Assessor's office) to determine which personal property as reported on the annual personal property declaration constitutes Project Equipment (and therefore is owned by the City) and which personal property does not constitute Project Equipment (and therefore is owned by the Company). The City and the Company agree that, pursuant to **Section 4.8**, property purchased in whole or in part by the Company with its own funds, and not Bond proceeds, shall not constitute part of the Project Equipment and shall remain the property of the Company and therefore subject to taxation (and the Company shall report such property to Jackson County as taxable). On or before March 1 of each year, the Company shall provide to the City the report required by **Section 3.2** of the Performance Agreement. On **December 31, 2046**, title to all personal property comprising the Project Equipment shall be, and hereby is, conveyed to the Company, without further act of the City or the Company.

(c) In the event such acquisition and installation commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date.

Section 4.4. Payment for Project Costs. All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture, and the City hereby irrevocably authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit C**, signed by an Authorized Company Representative, which disbursements may be recorded via a transaction entry on the trust records held by the Trustee. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. The submission of any requisition certificate by an Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been satisfied.

The Company shall make good faith efforts to submit disbursements certificates (as described in the paragraph above) for all Project Costs within 90 days after incurring such Project Costs, but in no case later than December 31 of the year in which the Project Costs were incurred. In connection with each disbursement certificate submitted to the Trustee, and within 10 days of submittal thereof, the Company shall pay an issuance fee to the City in an amount equal to 0.01236% of the total Project Costs contained in such disbursement certificate, which amount shall be reported to the Trustee and added to the Cumulative Outstanding Principal Amount of the Bonds.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by the delivery of a Completion Certificate. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon receipt of the certificate described in Section 4.5 hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the acquisition and installation of the Project Equipment free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Company shall save the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Equipment Property of City. The Project Equipment, which the Company desires to convey to the City, including anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project Equipment, and the Project Equipment as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when installed become the absolute property of the City, subject only to this Lease, the Indenture, Permitted Encumbrances and the Leasehold Security Agreement or Financing Documents, if any.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment which do not constitute part of the Project Equipment and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project Equipment for purposes of **Section 6.4** hereof and therefore are subject to taxation, to the extent otherwise provided by law.

Section 4.9. Environmental Matters. The Company acknowledges that it is responsible for maintaining the Project Equipment in compliance with all Environmental Laws. In the event that the Company fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority under applicable Environmental Law, the City or the Trustee, immediately after notice to the Company, may elect (but shall not be required) to undertake such compliance. Any moneys expended

by the City or the Trustee in efforts to comply with any applicable Environmental Law (including the reasonable cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and reasonable attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Company to the extent of any liability incurred by the City or the Trustee with respect to any breaches of the provisions of this section.

The Company shall and does hereby indemnify the City and the Trustee and agrees to defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs associated incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence on, escape or removal from the Project Equipment during the term of this Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim is raised before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, this indemnity shall only relate to claims resulting from the City's ownership of the Project Equipment and the Trustee's acceptance of its duties as Trustee hereunder.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, for deposit in the Bond Fund on or before 10:00 a.m., Trustee's local time, on or before each December 1, commencing **December 1, 2026** and continuing until the principal of and interest on the Bonds which are then outstanding and have not been subject to early redemption shall have been fully paid, an amount which, when added to any collected funds then on deposit in the Bond Fund and available on such Payment Date, shall be equal to the total amount payable on each December 1 as interest on the Bonds. On **December 1, 2046** (or such earlier date as the Company may elect to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption. All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture, provided that if the Company is the Owner of all the Bonds Outstanding, payment of Basic Rent as provided for in this Section may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent consistent with **Section 204** of the Indenture. Any Basic Rent paid by the Company which exceeds the total amount payable on such payment dates shall be immediately paid to the Company by wire transfer. At its option, on the final Payment Date, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts as and when the same become due:

(a) all reasonable fees, charges and expenses, including agent and counsel fees, of the City or the Trustee incurred under the Indenture, this Lease, or any other document entered into in connection with the Bonds, as and when the same become due. The annual administrative fee of the City shall be capped at \$_____. The Trustee fees due hereunder shall be capped at \$_____ annually. The parties agree that the aggregate fees under this subsection shall be limited to **\$5,000;**

(b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all outstanding Bonds;

(c) all reasonable costs which are reasonably incurred and actually made in connection with the enforcement of any rights against the Company or the Project Equipment or in connection with a failure of the Company to perform its obligations under this Lease, the Indenture, or the Performance Agreement by the City, the Trustee or the Bondowners, including counsel fees and expenses;

(d) all amounts payable under the Performance Agreement; or

(e) all other payments of whatever nature which Company has agreed to pay or assume under the provisions of this Lease.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligation of the Company to pay Basic Rent and Additional Rent are in consideration of the City's obligation to issue the Bonds and comply with the Trust Indenture. The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, 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 acquisition and installation of the Project Equipment has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project Equipment or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project Equipment, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in anyway the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4** hereof, nor the right of the Company to terminate this Lease and repurchase the Project Equipment as provided in **Article XI** hereof.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the

Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay a portion of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

Subject to **Section 301(a)** of the Indenture relating to the redemption of Bonds, the Company, at its option, may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project Equipment in as reasonably safe condition as the operation thereof will permit, and keep the Project Equipment in good repair and in good operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City Code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to the Performance Agreement and subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project Equipment, or any part thereof or interest therein (including the leasehold estate of the Company therein), or the income therefrom, including any new 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 personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would materially impair the security of the Bonds or materially encumber the City's title to the Project Equipment; provided that with respect to any special assessments or other governmental

charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City and the Trustee written notice of its intention to do so, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City and the Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against any payments in lieu of taxes due under the Performance Agreement to the extent of any ad valorem taxes imposed and paid by the Company with respect to the Project Equipment paid pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project Equipment shall be paid for by the Company and shall be contracted for by the Company in the Company's own name (or the name(s) of its Affiliates), and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith. The Company recognizes that the cost of utilities includes payments in lieu of tax charged by the City to its City-operated utilities under Section 16.07.001 of the City Code.

Section 6.4. Tax Exemptions.

(a) The City and the Company agree that while the Project Equipment is owned by the City and is subject to this Lease, the Project Equipment and the leasehold interest of the Company in the Project Equipment will be exempt from all current and future *ad valorem* property taxes by reason of such ownership (during the period in which the Project Equipment is owned by the City), and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties in accordance with the Performance Agreement attached hereto as *Appendix I*. Notwithstanding the foregoing, Company will annually pay to the City the payments with respect to the Project Equipment set forth in the Performance Agreement.

(b) No sales tax exemption is being provided by the City in connection with the Project Equipment.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report. [Reserved.]

Section 7.2. Property Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance to keep the Project Equipment constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of B+ or the equivalent thereof or better as may be selected by the Company. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Company as insured and the City and the Trustee shall be named as loss payees, as their respective interests may appear, and shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to, the Company of the cancellation of such insurance. Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2026 with a Certificate of Insurance Compliance, in the form of **Exhibit D** attached hereto, certifying compliance with this Section and containing copies of the insurance policies required under this Section, or certificates thereof. The Trustee shall be entitled to conclusively rely upon such certificate as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of loss or damage to the Project Equipment, the Net Proceeds of property insurance carried pursuant to this Section shall be applied as provided in **Article IX** of this Lease, or as may be directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds outstanding.

Section 7.3. Commercial General Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and commercial general liability insurance under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to loss deductible clauses not to exceed \$100,000). The policies of said insurance shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to the Company of the cancellation of such insurance. The Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2026 with a Certificate of Insurance Compliance, in the form of **Exhibit D** attached hereto, certifying compliance with this Section and containing copies of the insurance policies required under this Section, or certificates thereof. The Trustee shall be entitled to conclusively rely upon such certificate as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Workers' Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the Workers' Compensation coverage required by the laws of the State of Missouri.

Section 7.5. Blanket Insurance Policies; Self-Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. Nothing in this Lease shall be construed from prohibiting the Company from self-insuring provided the Company, or in combination with its parent corporation, has a net worth in excess of \$200,000,000, as determined by accounting principles generally accepted in the United States of America.

ARTICLE VIII

ALTERATION OF THE PROJECT EQUIPMENT

Section 8.1. Additions, Modifications and Improvements to the Project Equipment. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project Equipment as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in workmanlike manner and will comply in all material respects 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 Equipment; *provided, however*, that additions of machinery and equipment installed on the Project Site by the Company not purchased or acquired from Bond proceeds deposited with the Trustee hereunder and not constituting repairs or replacements due to damage of the Project Equipment shall remain the property of the Company, may be removed by the Company, and shall be subject to *ad valorem* taxes.

Section 8.2. Removal of Project Equipment.

(a) The Company may, if no uncured Event of Default exists and is continuing, remove from the Project Site without responsibility or accountability to the City or the Trustee with respect thereto, any items of machinery and equipment, or parts thereof, which constitute a part of the Project Equipment or indicate to the City that it wishes to remove such machinery or equipment from the property constituting Project Equipment while it remains located at the Project Site. Within 90 days after such removal, the Company shall deliver to the City and the Trustee a certificate signed by an Authorized Company Representative containing a complete description of the machinery or equipment that the Company has so removed. Upon request by the Company, the City will execute and deliver a bill of sale that transfers full and complete title to the Company of the Project Equipment so removed. The City agrees to execute and promptly return to the Company a bill of sale upon request and in any event within 15 days after receiving notice of the request. Any request for such bill of sale shall be accompanied by an estimate of the value of the property being removed and a request to the Trustee to reduce the Cumulative Outstanding Principal Amount of the Bonds by the amount of such estimated value. Notwithstanding anything contained herein to the contrary, title to any item of the Project Equipment removed from the Project Site shall automatically vest in the Company without further instrument or action, and such vesting of title shall be self-operative effective upon removal. Any Project Equipment removed from the Project Site shall no longer be entitled to the tax exemption afforded by virtue of the City's ownership thereof.

(b) In all cases, the Company shall pay all of the costs and expenses of any such removal. The Company's right under this Section to remove machinery and equipment constituting a part of the Project Equipment is intended only to permit the Company to maintain an efficient operation by the removal of machinery and equipment that is no longer suitable 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

specifically is not to be construed to permit the Company to make a wholesale removal of the Project Equipment.

Section 8.3. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project Equipment related to any repair, rebuilding, restoration, replacement, modification or addition to the Project Equipment, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable building, zoning and other laws, ordinances, codes and governmental regulations. In the event of demonstrated noncompliance with such laws, ordinances, codes, governmental regulations and requirements the Company will take all reasonable steps to comply with laws, ordinances, codes, governmental regulations and requirements.

Section 8.4. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project Equipment, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project Equipment, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project Equipment, the Company shall discharge the same of record within 90 days after the date of filing. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that, except as otherwise stated in a memorandum of this Lease recorded with the recorder of deeds, no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project Equipment or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics' or other similar lien if the Company (1) within said 90-day period stated above notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project Equipment, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project Equipment will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such security interest, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such security interest, pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project Equipment is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore or replace the same as nearly as may be practicable to their condition and character immediately prior to such damage or destruction, and so that upon completion of such repairs, restoration or replacement the Project Equipment is of a value not less than the value thereof immediately before the occurrence of such damage or destruction.

If the Company elects to repair, restore or replace the Project Equipment, for all purposes of this Lease, any reference to the words "Project Equipment" shall be deemed to also include any such new machinery and equipment.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project Equipment shall be used to pay the cost of repairing, restoring or replacing the Project Equipment or any part thereof. Insurance monies in an amount less than \$5,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of \$5,000,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** hereof to pay the cost of repairing, restoring or replacing the Project Equipment or any part thereof, or (ii) if determined by the Owners of 100% in principal amount of the Bonds Outstanding, applied as directed by, or on behalf of, such Owners of 100% in principal amount of the Bonds Outstanding. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration or replacement, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of any leasehold security interest holder or Financing Party. Completion of such repairs, restoration or replacement shall be evidenced by a certificate of completion in accordance with the provisions of **Section 4.5** hereof. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration or replacement, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site which damages a material portion of the Project Equipment.

(f) If the Company determines that repairing, restoring or replacing the Project Equipment is not practicable or desirable, or if the Company does not have the right under the Leasehold Security Agreement (if any) or Financing Documents (if any) to use any Net Proceeds for repair or restoration of the Project Equipment, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of the secured party under the Leasehold Security Agreement (if any) and the Financing Party under the Financing Documents (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole owner of the Bonds and it has determined that repairing, restoring or replacing the Project Equipment is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance, and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project Equipment during any period in which the Project Equipment is damaged or destroyed or is being repaired, restored or replaced, nor by reason of the payment of the costs of such repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project Equipment is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, the secured party under the Leasehold Security Agreement (if any) and the Financing Party under the Financing Documents (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire and install substitute equipment.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition and installation of such substitute equipment, so as to place the Project Equipment in substantially the same condition as existed before the exercise of the said power of eminent domain, including the acquisition and installation of other equipment suitable for the Company's operations at the Project Site (which equipment will be deemed a part of the Project Equipment and available for use by the Company without the payment of any rent other than herein provided, to the same extent as if such other equipment were specifically described herein and demised hereby); provided, that such equipment will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project Equipment or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire and install substitute equipment, any Net Proceeds of condemnation awards received by the Company shall, after

payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, provided that if the Company is the sole owner of the Bonds and it has determined that acquiring and installing substitute equipment is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the condemnation awards, and retain such proceeds for its own account, all subject to the rights of the secured party under the Leasehold Security Agreement (if any) and Financing Party under the Financing Documents (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project Equipment 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 from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Equipment or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Equipment or any part thereof without the prior written consent of the Company.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may prior to the application thereof by the City or the Trustee be applied as directed by the Owners of 100% of the principal amount of Bonds outstanding, subject and subordinate to the rights of the City and the Trustee to be paid all their expenses (including reasonable attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds. For purposes of this Section only, any person to whom Bonds have been pledged in good faith shall be deemed to be the Owner of the Bonds.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project Equipment or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project Equipment or the Company's use thereof, unless such loss is the result of the City's or the Trustee's gross negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)** hereof, the Company shall peacefully surrender possession of the Project Equipment to the City in good condition and repair, ordinary wear and tear excepted; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any furniture, trade fixtures, machinery and

equipment owned by the Company and not constituting part of the Project Equipment. All repairs to and restorations of the Project Equipment required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project Equipment. All furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project Equipment before the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. City's Right of Access to the Project Equipment. Subject to the confidentiality and security requirements of the Company and its end clients, the Company agrees that the City and the Trustee and their duly authorized agents shall have the right at reasonable times during regular business hours, subject to five business days advance written notice except in the event of an emergency and the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site (a) to examine and inspect the Project Equipment without interference or prejudice to the Company's operations or to the acquisition and installation of the Project Equipment, (b) as may be reasonably necessary to cause to be completed the purchase and installation provided for in **Section 4.2** hereof, (c) performing such work in and about the Project Site made necessary by reason of the Company's default under any of the provisions of this Lease for which notice and an opportunity to cure have been provided, and (d) following an Event of Default, exhibiting the Project Equipment to prospective purchasers, lessees or trustees. The Company shall have the right to have representatives present during any such examination or inspection.

Section 10.4. Granting of Licenses; Leasehold Security Interests and Financing Arrangements.

(a) Subject to **Sections 10.4(c)** and **(d)**, if no Event of Default under this Lease has happened and is continuing, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1** hereof), licenses and other rights or privileges that are for the direct use of the Project Equipment, or part thereof, by the grantee, (ii) release or terminate existing subleases, licenses and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall reasonably determine, or (iii) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City, unless such third party has actual or constructive notice, expressly in writing, that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder. The City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, license or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project Equipment, will not materially adversely affect the security intended to be given by or under the Indenture and will be a

Permitted Encumbrance. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(c) and (d)**, upon (i) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project Equipment by the Company or (ii) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Company may grant security interests in the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such security agreement, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof.

(c) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project Equipment, this Lease, and the leasehold estate created hereby with prior notice to but without the consent of the City, and may collaterally assign its interest in the Lease and the agreements evidencing or relating to the Bonds, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such Financing Document is delivered to the City within thirty (30) days after the execution thereof. The Company may require the City to grant security interests in the City's ownership interest in the Project Equipment held by the City with prior notice to but without the consent of the City and the City agrees that it will execute any documents necessary or appropriate to grant such security interests as may be reasonably requested by the Company or any Financing Party. In either case, in connection therewith, the Company shall have the right to assign this Lease, the leasehold estate, any sublease, and any rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party and the City will reasonably cooperate with such Financing Party and the Company. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1**.

(d) Upon notice by the Company to the City in writing that it has executed one or more Financing Documents under which it has granted rights in this Lease to a Financing Party, which includes the name and address of such Financing Party, then the following provisions shall apply in respect of each such Financing Party:

(1) there shall be no merger of this Lease or of the leasehold estate created hereby with the title to the Project Equipment, notwithstanding that this Lease or said leasehold estate and said title shall be owned by the same Person or Persons, without the prior written consent of such Financing Party;

(2) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Financing Party;

(3) each Financing Party shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus thirty (30) days, and the City shall accept performance by such Financing Party as timely performance by the Company;

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of the Financing Parties under this **Section 10.4(d)** as to such other events of default;

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such event of default shall continue beyond any period set forth in the Lease to effect said cure so long as the Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that the Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default;

(6) the Financing Parties (and their designees, nominees, assignees or transferees) shall have the right to enter, possess and use the Project Equipment at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Financing Documents;

(7) any indemnification of the City and Trustee pursuant to **Section 4.9** shall also apply to the Financing Party; and

(8) Any notice sent by the Company to the City and the Trustee pursuant to any provision of this Lease shall also be sent to the Financing Party.

(e) The City will cooperate with the Company in efforts to document and meet the requirements of any Financing Party for financing for the Project Equipment. In connection with the execution of one or more Financing Documents, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(f) Notwithstanding anything in this Lease to the contrary, (1) the City shall not be required to sign any document that causes it to undertake any duties or payment obligations and shall make only such representations as it deems appropriate in its sole discretion, (2) the City shall not be required to expend any funds in connection with any Financing Documents or in connection with its cooperation with respect to requests of any Financing Party or undertake any investigation in connection therewith, and (3) any costs (including fees of counsel to the City) that are incurred by the City related to a request under this Section shall be reimbursed to the City by the Company.

(g) Nothing in this Lease shall, or shall be deemed to, subordinate any obligation to, lien or security interests in favor of, or other right of, any Financing Party under any Financing Document to this Lease or the obligations of the Company hereunder. The Company shall not be required to subordinate its

obligations, liens or security interests under any Financing Document to this Lease or its obligations hereunder.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees (collectively, the “Indemnified Parties”) from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees, by or on behalf of any person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Indenture or any other documents entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project Equipment or the Project Site during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees, arising during the Lease Term from (a) any condition of the Project Equipment or the Project Site, (b) any Event of Default on the part of the Company for which notice and an opportunity to cure has been provided, in the performance of any of its obligations under this Lease or any related document, (c) any contract entered into by the Company in connection with the acquisition or installation of the Project Equipment (including any failure to comply with Section 107.170 of the Missouri Revised Statutes, as amended, with respect to such contract), (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees relating to the Project Equipment, (e) unless the Company has been released from liability pursuant to **Section 13.1**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, and (f) any claim relating to the presence on, escape or removal from the Project Equipment during the term of the Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim arises before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, the indemnification contained in this **Section 10.5** shall not (i) extend to the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees, are the result of work being performed at the Project Equipment or the Project Site by employees of the City or the result of negligence or willful misconduct by the City (unless relating to a failure to comply with Section 107.170 of the Missouri Revised Statutes, as amended), or (ii) extend to the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees, are the result of the negligence or willful misconduct of the Trustee or (iii) the performance or failure to perform by the City or the Trustee of its obligations under this Lease, the Performance Agreement, or any related documents. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense, provided, such counsel shall be acceptable to the Company. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees

and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project Equipment or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its corporate existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation either (A) becomes, in connection with the consolidation, merger or sale of assets becomes the Owner of 100% in principal amount of the Bonds outstanding and expressly assumes in writing all of the obligations of the Company contained in this Lease and the Performance Agreement, or (B) if not the Owner of 100% in principal amount of the Bonds outstanding, expressly assumes in writing all the obligations of the Company contained in this Lease and the Performance Agreement; and, further provided, that if not the Owner of 100% in principal amount of the Bonds outstanding, the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least (i) equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer, or (ii) \$100,000,000. The term “net worth,” as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries. In any such consolidation, merger or transfer the Company shall comply with the provisions of **Section 13.1** hereof to the extent applicable.

Section 10.8. Security Interests. At the written request of the Company or the Owner of the Bonds, the City agrees to enter into statements of continuation necessary and requested by the Company or the Owner of the Bonds for continuance of the perfection of the security interests granted by the City in favor of the Trustee in the Project Equipment. Upon the written instructions of the Owner of the Bonds, the Trustee, at the Company’s expense, shall file all statements of continuation the Owner of the Bonds shall deem necessary to be filed and shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding. The City and the Company shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens.

Section 10.9. Data Center Specific Covenants and Agreements.

(a) All cooling systems constructed or installed as part of the Project Equipment must be closed-loop systems that do not continually draw water from the City’s water supply system.

(b) The Project Equipment must at all times comply with the City Code's requirements for noise (Article 7.10 of the City Code) and lighting (Section 14-508 of the City Code).

(c) The Company shall maintain compliance with the electrical services agreement entered into with respect to the delivery of electricity to the Project Site or shall cause the Real Property Lessee to do so.

(d) During the term of this Lease, the Company shall maintain contact with and take suggestions from the community through the operation of an advisory board. The board shall consist of 5 to 10 members to be appointed by City Council to such terms as may be stated by City Council. The City will make space available for meetings of the advisory board in a municipal building. Meetings shall occur quarterly during the initial 5 year term of this Lease and annually thereafter, at such times as are determined by the members of the advisory board and the Company. The requirements of this subsection shall not survive the Lease Term. The Company shall send at least one representative of the Company to each meeting of the advisory board. The implementation of any suggestions shall be subject to the Company's discretion.

(e) If there is a cessation of data center operations at the Project Site, other than temporary closures customary in the industry, then the Company shall remove the Project Equipment and all property owned by the Company or its affiliates, with the exception of property subject to the Real Property Lease, which shall be dealt with under the applicable provisions of the Real Property Lease (referred to as "Decommissioning") within two years of such cessation. Additionally, items of Project Equipment that have not been in use for a period of one year shall be subject to such Decommissioning requirement. If the Decommissioning is not complete by the time stated above, the City may undertake or may engage a third party to undertake, the Decommissioning at the expense of the Company. The Company shall be responsible to repair any damage to roads resulting from the Decommissioning process. "Cessation of data center operations" for the purpose of this paragraph means the Project Site has not been operated as a data center for a period of one year after initial operations have commenced, unless the Project Equipment has been subject to a casualty and the Company is intending to rebuild the Project Equipment or the Company's interest in this Agreement has been transferred pursuant to the provisions hereof and the Project Equipment continues in operation thereafter. This subsection (e) shall survive the termination of this Lease.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT EQUIPMENT

Section 11.1. Option to Purchase the Project Equipment. The Company shall have, and is hereby granted, the option to purchase the Project Equipment at any time, upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed unless otherwise agreed by the Company, the City and the Trustee, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the forgoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder (a "Remedies Notice"), the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said notice has not been rescinded by such date

(such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or prior to the 29th day following the issuance of the Remedies Notice and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

- (a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus
- (b) an amount of money equal to the Trustee's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus
- (c) an amount of money equal to all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus
- (d) the sum of \$10.00.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Section 11.2. Conveyance of the Project Equipment. At the closing of the purchase of the Project Equipment pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

- (a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project Equipment from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and
- (b) Documents, including without limitation a bill of sale as to the Project Equipment, conveying to the Company legal title to the Project Equipment, as it then exists, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project Equipment was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease; and (v) if the Project Equipment or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The options and obligation to purchase the Project Equipment granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, or the Indenture or the Performance Agreement, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project Equipment. As additional consideration for the Company's use of the Project Equipment, the Company hereby agrees to purchase, and the City hereby agrees to sell, the Project Equipment upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payments due under the Performance Agreement. The amount of the purchase price under this Section shall be \$10 plus an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

If the Company fails to complete the purchase of the Project Equipment at the time required by this Section, the City is specifically authorized to convey the Project Equipment back to the Company with or without terminating this Lease and, in such case, may unilaterally terminate this Lease by an instrument signed by the City alone.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" or "default" under this Lease:

(a) Default in the due and punctual payment of Basic Rent for a period of 10 days following written notice to the Company by the City or the Trustee; or

(b) Default in the due and punctual payment of Additional Rent for a period of 60 days following written notice to the Company by the City or the Trustee; or

(c) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default shall continue for 60 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default; provided that (1) the Company has commenced such cure within said 60 day period, and (2) the Company diligently prosecutes such cure to completion); or

(d) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) make an assignment for the benefit of creditors pursuant to Section 426.010 et seq RSMo; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator 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, as now or in the future amended, which order or

proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers 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; or

(e) the Project Equipment or any material portion thereof remains uncared for and abandoned for a period of 180 consecutive days which is not due to a casualty event which is in the process of remediation; or

(f) The occurrence and continuance of an event of default giving rise to the enforcement of remedies under the Performance Agreement or the Real Property Lease, following any applicable notices and grace periods provided in the applicable document.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond any applicable grace period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such Event of Default shall continue beyond any applicable grace period, take any one or more of the following actions, in addition to pursuing any other remedies available by law:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable after giving 60 days prior written notice thereof to the Company, as provided in the Indenture; or

(b) give the Company written notice of the City's intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1** hereof and this Lease shall thereupon be terminated, and the City will promptly convey the Project Equipment in accordance with **Section 11.2** hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that those of its obligations under this Lease which by their nature require performance after the end of the term of this Lease, or which are expressly stated herein as intended to survive expiration or termination of this Lease, shall survive the cancellation and termination of this Lease, for any cause.

Section 12.4. Performance of the Company's Obligations by the City. If an Event of Default occurs as a result of any failure by the Company, then the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 30 days after written notice of such failure is given to the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses incurred by the City or the Trustee) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same

rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the Trustee, the City and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Trustee, the City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 12.6. 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 the Company of any covenant, agreement or undertaking by the Company, the Trustee or the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the Trustee or the City's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Company which were in existence at the time such payment or payments were accepted by the Trustee or the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default shall have occurred and be continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article (except with respect to the Unassigned Rights), upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor;

(2) Such assignment shall include the entire then unexpired term of this Lease; and

(3) A duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

For any assignment of this Lease (except (i) as otherwise allowed under **Section 10.4** with respect to financing arrangements), (ii) any assignment to any Financing Party or (iii) any affiliate or successor to the Company by reason of a merger or consolidation, reorganization, combination, division, transfer or sale of assets or any similar transaction by operation of law or otherwise, to the extent permitted by **Section 10.7** (the transactions covered by clauses (i), (ii) and (iii), “Permitted Assignments”), the Company shall obtain the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Permitted Assignments shall not require notice to, or consent of, the City, except as described in **Section 13.1(a)(3)**. The City may require that any assignee for which consent is required demonstrate to the City’s reasonable satisfaction that it has sufficient financial, management, property ownership and operation capabilities, and that it is interested in the long-term viability of the Project Equipment. Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease or any agreement related to the issuance of the Bonds.

(b) The Company shall have the right to sublet all or any part of the Project Equipment to a single entity for any lawful purpose under the Act. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. The Company may redact any and all financial terms therein. Any sublease may provide, at the Company’s option, that the City’s consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act. For the avoidance of doubt, a lease agreement is concurrently entered into between the City and Missouri ADC Holdings LLC for the lease of real property and improvements, which the City acknowledges and approves.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment. The City and the Company recognize that the Trustee is a third party creditor beneficiary of this Lease.

Section 13.3. Prohibition Against Certain Security Interests in Project Equipment. With the exception of security interests permitted pursuant to **Section 10.4(c)** at the request and direction of the Company, the City shall not grant security interests in its ownership interest in the Project Equipment, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project Equipment by City. During this Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, and except as permitted pursuant to **Section 10.4(c)**, it will not sell, assign, encumber, transfer or convey the Project Equipment or any interest therein, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be governed by **Section 1403** of the Indenture.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, unless stated that such matter is in the City's sole discretion, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project Equipment subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Storage and Notice. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. If the Company elects to give instructions by electronic notice to the Trustee, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Company agrees to assume all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 15.10 Complete Agreement. THE COMPANY AND THE CITY UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE COMPANY AND THE CITY FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE COMPANY AND THE CITY REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS LEASE AND THE PERFORMANCE AGREEMENT, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE COMPANY AND THE CITY, EXCEPT AS THE COMPANY AND THE CITY MAY LATER AGREE IN WRITING TO MODIFY THIS LEASE OR THE PERFORMANCE AGREEMENT.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

NEBIUS, INC.,
a Delaware corporation

By: _____
Name:
Title:

Lease Agreement
Independence, Missouri / Nebius Project - Equipment

EXHIBIT A

PROJECT SITE

The following described real estate located in Jackson County, Missouri:

[**INSERT LEGAL DESCRIPTION**]

EXHIBIT B

PROJECT EQUIPMENT

The Project Equipment consists of the following, to the extent located at the Project Site and paid for in whole with Bond proceeds:

Data servers, specialized mechanical, electrical and plumbing systems, HVAC systems, and data center support equipment sufficient to operate a data center of at least 800 megawatts.

EXHIBIT C

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: BOKF, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF FEBRUARY 1, 2026, BETWEEN CITY OF INDEPENDENCE, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF FEBRUARY 1, 2026, BETWEEN CITY OF INDEPENDENCE, MISSOURI AND NEBIUS, INC.

The undersigned Authorized Company Representative hereby states and certifies that:

1. A total of \$_____ is requested to pay for Project Costs (as defined in the Indenture) of the Project Equipment. The total amount of this requisition and all prior requisitions are as follows:

<u><i>Date of Project Costs</i></u>	<u><i>Amount Submitted in this Requisition</i></u>	<u><i>Requisitions Submitted to Date (Including this Requisition)</i></u>

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the purchase and installation of the Project Equipment (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase and installation of the Project Equipment which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project Equipment or any part thereof.

5. With respect to this disbursement, the undersigned (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees it will not seek

recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

6. With respect to all personal property described in this Requisition Certificate and for which Project Costs are disbursed pursuant to this Requisition Certificate, in consideration of such disbursement, such personal property is hereby BARGAINED and SOLD, and the Company by these presents does now GRANT and CONVEY, unto the CITY OF INDEPENDENCE, MISSOURI, and its successors and assigns, all of its right, title and interest, if any, in and to such personal property, and such personal property shall constitute a portion of the "Project Equipment" as defined under the Lease Agreement dated as of February 1, 2026, between the Company and the City. The property is being conveyed "as is," "where is" and "with all faults" as of the date of this Requisition Certificate, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied.

NEBIUS, INC.

By: _____
Authorized Company Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
--------------------------	--------------------	---------------

EXHIBIT D

FORM OF CERTIFICATE OF INSURANCE COMPLIANCE

The undersigned, being the Authorized Company Representative for Nebius, Inc., as tenant (the "Company"), under a certain Lease Agreement dated as of February 1, 2026, between the City of Independence, Missouri (the "City"), and the Company (the "Lease"), and as beneficiary of the City's Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series 2026, issued pursuant to a certain Trust Indenture dated as of February 1, 2026 (the "Indenture"), hereby certifies pursuant to Article VII of Lease:

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

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

3. The undersigned will notify the Trustee 10 days prior to any cancellation or material change to such policies; the policies currently in effect have an expiration date of _____, 20__.

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

5. Attached hereto are insurance certificates showing compliance with the liability and casualty insurance requirements of Article VII of the Lease.

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

Authorized Company Representative

Date: _____

ATTACHMENTS:

1. Liability insurance certificate(s)
2. Casualty insurance certificate(s)

Note: all insurance certificates must show the City and the Trustee as additional insureds.

EXHIBIT E

FORM OF COMPLETION CERTIFICATE

The undersigned, being the Authorized Company Representative for Nebius, Inc., as tenant (the "Company"), under a certain Lease Agreement dated as of February 1, 2026, between the City of Independence, Missouri (the "City"), and the Company (the "Lease"), and as beneficiary of the City's Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series 2026, issued pursuant to a certain Trust Indenture dated as of February 1, 2026 (the "Indenture"), hereby certifies pursuant to Article IV of the Lease:

1. All capitalized terms used in this Certificate and not otherwise defined herein shall have the meanings set forth in the Lease.
2. The acquisition and installation of the Project Equipment has been completed.
3. All costs and expenses incurred in the acquisition and installation of the Project Equipment have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company.
4. The Trustee is retaining \$_____ for the payment of amounts with respect to item (3) above.
5. The Trustee may conclusively rely on this Certificate without further investigation.
6. This Certificate is given without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being.

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

Authorized Company Representative

Date: _____

APPENDIX I
PERFORMANCE AGREEMENT

(See Tab No. 4)

**CITY OF INDEPENDENCE, MISSOURI,
As Lessor,**

AND

**MISSOURI ADC HOLDINGS, LLC,
As Lessee**

LEASE AGREEMENT

Dated as of February 1, 2026

Relating to:

**\$6,609,000,000
(Aggregate Maximum Principal Amount)
City of Independence, Missouri
Taxable Industrial Development Revenue Bonds
(Nebius Project - Real Property)
Series 2026**

Certain rights of the City of Independence, Missouri (the “City”), in this Lease Agreement have been pledged and assigned to BOKF, N.A., Kansas City, Missouri, as Trustee under the Trust Indenture dated as of February 1, 2026, between the City and the Trustee. Such pledge and assignment does not include the Unassigned Rights (defined in the Indenture).

LEASE AGREEMENT

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Appendix I: Performance Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of February 1, 2026 (the “Lease”), is between the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, as lessor (the “City”), and **MISSOURI ADC HOLDINGS, LLC**, a Delaware limited liability company, as lessee, and its successors or assigns, as permitted hereunder (the “Company”);

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the “Act”), to purchase, construct, extend and improve certain “projects” (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing, office industry and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the “Ordinance”) on _____, 2026, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026, in the maximum principal amount of \$6,609,000,000 (the “Bonds”), for the purpose of acquiring, constructing and improving certain real property located at and surrounding 501 North Bly Road in the City (the “Project Site,” as more fully described on **Exhibit A** hereto), including the construction and improvement of multiple buildings with a combined square footage of approximately 2,100,000 square feet on the Project Site (the “Project Improvements,” as more fully described on **Exhibit B** hereto).

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the “Indenture”) with BOKF, N.A., Kansas City, Missouri, as Trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company under which the City will construct and improve the Project Improvements, and lease the Project Site and the Project Improvements as they may at any time exist (collectively, the “Project”), to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

4. In consideration of the terms and conditions of this Lease, the Ordinance, issuance of the Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a Performance Agreement of even date herewith (the “Performance Agreement”), pursuant to which the Company has agreed to make certain payments in lieu of taxes.

5. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

“Additional Rent” means the additional rental described in **Sections 5.2** and **6.2** of this Lease.

“Basic Rent” means the rental described in **Section 5.1** of this Lease.

“Certificate of Insurance Compliance” means a certificate in substantially the form set forth on **Exhibit D** hereto evidencing the Company’s compliance with the insurance requirements set forth in **Article VII** hereto, fully executed by the Authorized Company Representative and upon which the Trustee may conclusively rely without further investigation or inquiry.

“CID” means the EastGate Commerce Center Community Improvement District created by ordinance of the City.

“CID Special Assessments” means any special assessments imposed on the Project by the CID.

“City Code” means the City’s Code of Ordinances published most recently in 2021, as the same may be amended by the City from time to time.

“Completion Certificate” means a certificate in substantially the form set forth on **Exhibit E** hereto evidencing the Completion Date as set forth in **Article IV** hereto, fully executed by the Authorized Company Representative and upon which the Trustee may conclusively rely without further investigation or inquiry.

“Environmental Law” means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, any other “Superfund” or “Superlien” law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous materials, as now or at any time hereafter in effect.

“Equipment Lease” means the Lease Agreement relating to personal property to be located on the Project Site between the City and the Equipment Lessee.

“Equipment Lessee” means Nebius, Inc., and its successors and assigns as permitted under the Equipment Lease.

“Financing Document” means any loan agreement, credit agreement, indenture, mortgage, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document executed by or on behalf of a Financing Party.

“Financing Party” means any Person providing debt, lease or equity financing or other financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or

refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letters of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the development, construction, ownership, purchase, lease, operation or maintenance of the Project or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person's behalf.

"Full Insurable Value" means the actual replacement cost of the Project less physical depreciation as determined in accordance with **Section 7.1(a)** hereof.

"Lease Term" means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** hereof.

"Leasehold Mortgage" means any leasehold mortgage, leasehold deed of trust, assignment of rents and leases, security agreement or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** hereof.

"Net Proceeds" means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including reasonable attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

"Permitted Encumbrances" means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, this Lease, and the Performance Agreement, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, mechanic's liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) liens or security interests granted pursuant to any Leasehold Mortgage or any Financing Documents, and (f) such exceptions to title set forth in the title report included in the transcript of proceedings relating to the Bonds.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time prior to the Completion Date, the same being duly certified by the Company, and on file with the Company, or with the architect/engineers retained by the Company for the Project, and which shall be available for reasonable inspection by the City, the Trustee and their duly appointed representatives.

"Project Site" means the real property upon which the property comprising the Project is located as more fully described in **Exhibit A**.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

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

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

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

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Acceptance of Indenture. The Company acknowledges that it has received an executed copy of the Indenture and that it is familiar with the terms and conditions of the Indenture. The Company further covenants that it will comply with all the conditions and covenants contained in the Indenture relating to the Company and the Project, and that it will not take any action which would cause a default thereunder or jeopardize the rights of the Trustee, the City or the Bondowners.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers;

(b) As of the date of delivery hereof, the City has acquired the Project Site and agrees to construct and improve or cause to be constructed and improved thereon the Project Improvements. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease as provided for herein, all for the purpose of furthering the public purposes of the Act;

(c) The purchase, construction, extension and improvement of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act;

(d) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby;

(e) To finance the costs of the Project, the City proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture;

(f) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, including all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project (except for the Unassigned Rights), will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to the Lease;

(g) The City will not mortgage or take any affirmative action that would permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except at the request of or with the written consent of the Authorized Company Representative; and

(h) The City shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof or potentially as lessee of a portion thereof, except subsequent to an Event of Default hereunder.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is in good standing under the laws of and authorized to do business in the State of Missouri;

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and by proper action of its members the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives;

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not, to the best of the Company's knowledge, conflict with or result in a material breach of any of the terms, conditions or provisions of, or constitute a material default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a material default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party;

(d) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations, including the City Code; and

(e) The Project is located wholly within the corporate limits of the City of Independence, Missouri.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and terminating on **December 1, 2046**.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2(b)** following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties. The City will at the Company's request reasonably cooperate with the Company in obtaining financing for the Project Equipment, as detailed in **Section 10.4** of this Lease.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any lawful purpose contemplated by the Act, this Lease, and the Performance Agreement. The Company shall comply in all material respects with all statutes, laws, ordinances, codes, 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. In the event of demonstrated noncompliance with such statutes, laws, ordinances, codes, orders, judgments, decrees, regulations, directions and requirements the Company will take all reasonable steps to comply with such statutes, laws, ordinances, codes, orders, judgments, decrees, regulations, directions and requirements. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at

its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, code, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

Section 3.4. Title to the Project. Subject to the terms herein, the City shall be the sole owner of the Project during the Lease Term.

ARTICLE IV

CONSTRUCTION AND IMPROVEMENT OF THE PROJECT

Section 4.1. Issuance of the Bonds. The City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Lease and in the Indenture. Alternatively, the Trustee may, (pursuant to **Section 208(d)** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4** below. In that event, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in the requisition certificate.

Section 4.2. Construction and Improvement of the Project. The City and the Company agree that the Company, as the agent of the City, shall, but solely from the Project Fund, construct and improve the Project as follows:

(a) The City has acquired the Project Site prior to the execution hereof. Concurrently with the execution of this Lease, (i) a deed and any other necessary instruments of transfer will be delivered to the City and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report (which may be provided in the form of a copy of the commitment for an owner's or loan policy of title insurance relating to the Company's acquisition of or private financing for the Project) required by **Article VII** hereof will be delivered to the City and the Trustee;

(b) On behalf of the City, the Company will construct and improve the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications and in a manner materially consistent with the description of the Project Improvements included in **Exhibit B** to this Lease. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project may be made only with the prior written approval of the City. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of **Section 8.2**; and

(c) The Company agrees that it will use reasonable efforts to cause the construction and improvement of the Project to be completed as soon as commercially practicable with all reasonable dispatch. In the event such construction and improvement commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date.

Section 4.4. Payment for Project Costs. All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture, and the City hereby irrevocably authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit C**, signed by an Authorized Company Representative, which disbursements may be recorded via a transaction entry on the trust records held by the Trustee. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. The submission of any requisition certificate by an Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been satisfied.

The Company shall make good faith efforts to submit disbursements certificates (as described in the paragraph above) for all Project Costs within 90 days after incurring such Project Costs, but in no case later than December 31 of the year in which the Project Costs were incurred. In connection with each disbursement certificate submitted to the Trustee, and within 10 days of submittal thereof, the Company shall pay an issuance fee to the City in an amount equal to 0.01236% of the total Project Costs contained in such disbursement certificate, which amount shall be reported to the Trustee and added to the Cumulative Outstanding Principal Amount of the Bonds.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by the delivery of a Completion Certificate. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon receipt of the certificate described in **Section 4.5** hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Company shall save the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Property of City. The Project Site and the Project Improvements, which the Company desires to convey to the City, including all work and materials on the Project Improvements as such work progresses, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture, Permitted Encumbrances and the Leasehold Mortgage or Financing Documents, if any.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project for purposes of **Section 6.4** hereof and therefore are subject to taxation, to the extent otherwise provided by law.

Section 4.9. Environmental Matters. The Company acknowledges that it is responsible for maintaining the Project in compliance with all Environmental Laws. In the event that the Company fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority under applicable Environmental Law, the City or the Trustee, immediately after notice to the Company, may elect (but shall not be required) to undertake such compliance. Any moneys expended by the City or the Trustee in efforts to comply with any applicable Environmental Law (including the reasonable cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and reasonable attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Company to the extent of any liability incurred by the City or the Trustee with respect to any breaches of the provisions of this section.

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

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, for deposit in the Bond Fund on or before 10:00 a.m., Trustee's local time, on or before each December 1, commencing **December 1, 2026** and

continuing until the principal of and interest on the Bonds which are then outstanding and have not been subject to early redemption shall have been fully paid, an amount which, when added to any collected funds then on deposit in the Bond Fund and available on such Payment Date, shall be equal to the total amount payable on each December 1 as interest on the Bonds. On **December 1, 2046** (or such earlier date as the Company may elect to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption. All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture, provided that if the Company is the Owner of all the Bonds Outstanding, payment of Basic Rent as provided for in this Section may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent consistent with **Section 204** of the Indenture. Any Basic Rent paid by the Company which exceeds the total amount payable on such payment dates shall be immediately paid to the Company by wire transfer. At its option, on the final Payment Date, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts as and when the same become due:

(a) all reasonable fees, charges and expenses, including agent and counsel fees, of the City or the Trustee incurred under the Indenture, this Lease, or any other document entered into in connection with the Bonds, as and when the same become due. The annual administrative fee of the City shall be capped at \$_____. The Trustee fees due hereunder shall be capped at \$_____ annually. The parties agree the aggregate fees under this subsection shall be limited to \$****5,000****;

(b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all outstanding Bonds;

(c) all reasonable costs which are reasonably incurred and actually made in connection with the enforcement of any rights against the Company or the Project or in connection with a failure of the Company to perform its obligations under this Lease, the Indenture, or the Performance Agreement by the City, the Trustee or the Bondowners, including counsel fees and expenses;

(d) all amounts payable under the Performance Agreement; or

(e) all other payments of whatever nature which Company has agreed to pay or assume under the provisions of this Lease.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligation of the Company to pay Basic Rent and Additional Rent are in consideration of the City's obligations to issue the Bonds under the Indenture. The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, 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 Project has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in anyway the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4** hereof, nor the right of the Company to terminate this Lease and repurchase the Project as provided in **Article XI** hereof.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay a portion of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

Subject to **Section 301(a)** of the Indenture relating to the redemption of Bonds, the Company, at its option, may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in as reasonably safe condition as the operation thereof will permit, and keep the Project in good repair and in good operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the

generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City Code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to the Performance Agreement and subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new 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 utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would materially impair the security of the Bonds or materially encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City and the Trustee written notice of its intention to do so, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City and the Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against any payments in lieu of taxes due under the Performance Agreement to the extent of any ad valorem taxes imposed and paid by the Company with respect to the Project paid pursuant to this Section.

(d) Notwithstanding anything in this Lease to the contrary, the Company shall promptly pay and discharge, as the same become due, all CID Special Assessments without challenge or contest to the validity or amount of the CID Special Assessments.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid for by the Company and shall be contracted for by the Company in the Company's own name (or the name(s) of its Affiliates), and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith. The Company recognizes that the cost of utilities includes payments in lieu of tax charged by the City to its City-operated utilities under Section 16.07.001 of the City Code.

Section 6.4. Tax Exemptions.

(a) The City and the Company agree that while the Project is owned by the City and is subject to this Lease, the Project and the leasehold interest of the Company in the Project will be exempt from all *ad valorem* current or future property taxes by reason of such ownership (during the period in which the Project is owned by the City), and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties in accordance with the Performance Agreement attached hereto as *Appendix I*. Notwithstanding the foregoing, Company will annually pay to the City the payments with respect to the Project set forth in the Performance Agreement.

(b) The City will provide to the Company a sales tax exemption certificate to allow for the construction materials purchased for the Project to be exempt from sales tax at the time and subject to the conditions set forth in **Section 4.8** of the Performance Agreement. The Company shall not use the sales tax exemption certificate for the purchase of any property other than construction materials.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report. Before conveying title to any real property to the City, the Company will purchase, from a title insurance company reasonably acceptable to the City, a commitment for title insurance or provide such other report in a form reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City and the Trustee. Such report may be provided in the form of a copy of the commitment for an owner's or loan policy of title insurance relating to the Company's acquisition of or private financing for the Project.

Section 7.2. Property Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of B+ or the equivalent thereof or better as may be selected by the Company. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Company as insured and the City and the Trustee shall be named as loss payees, as their respective interests may appear, and shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to, the Company of the cancellation of such insurance. Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2026 with a Certificate of Insurance Compliance, in the form of **Exhibit D** attached hereto, certifying compliance with this Section and containing copies of the insurance policies required under this Section, or certificates thereof. The Trustee shall be entitled to conclusively rely upon such certificate as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of loss or damage to the Project, the Net Proceeds of property insurance carried pursuant to this Section shall be applied as provided in **Article IX** of this Lease, or as may be directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds outstanding.

Section 7.3. Commercial General Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and commercial general liability insurance under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to loss deductible clauses not to exceed \$100,000). The policies of said insurance shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to the Company of the cancellation of such insurance. The Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2026 with a Certificate of Insurance Compliance, in the form of **Exhibit D** attached hereto, certifying compliance with this Section and containing copies of the insurance policies required under this Section, or certificates thereof. The Trustee shall be entitled to conclusively rely upon such certificate as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Workers' Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the Workers' Compensation coverage required by the laws of the State of Missouri.

Section 7.5. Blanket Insurance Policies; Self-Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. Nothing in this Lease shall be construed from prohibiting the Company from self-insuring provided the Company, or in combination with its parent corporation, has a net worth in excess of \$200,000,000, as determined by accounting principles generally accepted in the United States of America.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in workmanlike manner and will comply in all material respects 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*, that subject to the terms of the Equipment Lease, additions of

machinery and equipment installed on the Project Site by the Company not purchased or acquired from funds deposited with the Trustee hereunder and not constituting repairs or replacements due to damage of the Project shall remain the property of the Company, may be removed by the Company, and shall be subject to *ad valorem* taxes.

Section 8.2. Additional Improvements on the Project Site. The Company may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in material compliance with all laws, codes, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all *ad valorem* taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the County Assessor determines that such additional buildings and improvements are not subject to *ad valorem* taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due under this Section.

Section 8.3. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable building, zoning and other laws, ordinances, codes and governmental regulations. In the event of demonstrated noncompliance with such laws, ordinances, codes, governmental regulations and requirements the Company will take all reasonable steps to comply with laws, ordinances, codes, governmental regulations and requirements.

Section 8.4. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record within 90 days after the date of filing. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that, except as otherwise stated in a memorandum of this Lease recorded with the recorder of deeds, no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics' or other similar lien if the Company (1) within said 90-day period stated above notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same as nearly as may be practicable to their condition and character immediately prior to such damage or destruction, and so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and fixtures which are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Company elects to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than \$5,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of \$5,000,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** hereof to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) if determined by the Owners of 100% in principal amount of the Bonds Outstanding, applied as directed by, or on behalf of, such Owners of 100% in principal amount of the Bonds

Outstanding. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of any leasehold mortgagee or Financing Party. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in accordance with the provisions of **Section 4.5** hereof. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site which damages a material portion of the Project.

(f) If the Company determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or if the Company does not have the right under the Leasehold Mortgage (if any) or Financing Documents (if any) to use any Net Proceeds for repair or restoration of the Project, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of the mortgagee under the Leasehold Mortgage (if any) and the Financing Party under the Financing Documents (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance, and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is 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 from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, the mortgagee under the Leasehold Mortgage (if any) and the Financing Party under the Financing Documents (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the said power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. 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, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, provided that if the Company is the sole owner of the Bonds and it has determined that acquiring and constructing substitute improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the condemnation awards, and retain such proceeds for its own account, all subject to the rights of the mortgagee under the Leasehold Mortgage (if any) and Financing Party under the Financing Documents (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project 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 from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City 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 prior written consent of the Company.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may prior to the application thereof by the City or the Trustee be applied as directed by the Owners of 100% of the principal amount of Bonds outstanding, subject and subordinate to the rights of the City and the Trustee to be paid all their expenses (including reasonable attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds. For purposes of this Section only, any person to whom Bonds have been pledged in good faith shall be deemed to be the Owner of the Bonds.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such loss is the result of the City's or the Trustee's gross negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)** hereof, the Company shall peacefully surrender possession of the Project to the City in good condition and repair, ordinary wear and tear excepted; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project before the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. City's Right of Access to the Project. Subject to the confidentiality and security requirements of the Company and its end clients, the Company agrees that the City and the Trustee and their duly authorized agents shall have the right at reasonable times during regular business hours, subject to five business days advance written notice except in the event of an emergency, and the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations or to the development of the Project, (b) as may be reasonably necessary to cause to be completed the purchase and installation provided for in **Section 4.2** hereof, (c) performing such work in and about the Project Site made necessary by reason of the Company's default under any of the provisions of this Lease for which notice and an opportunity to cure have been provided, and (d) following an Event of Default, exhibiting

the Project to prospective purchasers, lessees or trustees. The Company shall have the right to have to representatives present during any such examination or inspection.

Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(c) and (d)**, if no Event of Default under this Lease has happened and is continuing, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1** hereof), easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (ii) release or terminate existing subleases, easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall reasonably determine, or (iii) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City, unless such third party has actual or constructive notice, expressly in writing, that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder. The City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(c) and (d)**, upon (i) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (ii) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Company may mortgage the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof.

(c) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease, and the leasehold estate created hereby with prior notice to but without the consent of the City, and may collaterally assign its interest in the Lease and the agreements evidencing or relating to the Bonds, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such Financing Document is delivered to the City within thirty (30) days after the execution thereof. The Company may require the City to mortgage the fee estate held by the

City with prior notice to but without the consent of the City, and the City agrees that it will execute any documents necessary or appropriate to mortgage the fee estate as may be reasonably requested by the Company or any Financing Party. In either case, in connection therewith, the Company shall have the right to assign this Lease, the leasehold estate, any sublease, and any rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party and the City will reasonably cooperate with such Financing Party and the Company. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1**.

(d) Upon notice by the Company to the City in writing that it has executed one or more Financing Documents under which it has granted rights in this Lease to a Financing Party, which includes the name and address of such Financing Party, then the following provisions shall apply in respect of each such Financing Party:

(1) there shall be no merger of this Lease or of the leasehold estate created hereby with the fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of such Financing Party;

(2) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Financing Party;

(3) each Financing Party shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus thirty (30) days, and the City shall accept performance by such Financing Party as timely performance by the Company;

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of the Financing Parties under this **Section 10.4(d)** as to such other events of default;

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such event of default shall continue beyond any period set forth in the Lease to effect said cure so long as the Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that the Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default;

(6) the Financing Parties (and their designees, nominees, assignees or transferees) shall have the right to enter, possess and use the Project at such reasonable times and manner as

are necessary or desirable to effectuate the remedies and enforce their respective rights under the Financing Documents;

(7) any indemnification of the City and Trustee pursuant to **Section 4.9** shall also apply to the Financing Party; and

(8) Any notice sent by the Company to the City and the Trustee pursuant to any provision of this Lease shall also be sent to the Financing Party.

(e) The City will reasonably cooperate with the Company in efforts to document and meet the requirements of any Financing Party for financing for the Project Improvements. In connection with the execution of one or more Financing Documents, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request. Notwithstanding anything in this Section to the contrary, the City shall not be required to sign any document that causes it to undertake any duties or payment obligations and shall make only such representations as it deems appropriate in its sole discretion.

(f) Notwithstanding anything in this Lease to the contrary, (1) the City shall not be required to sign any document that causes it to undertake any duties or payment obligations and shall make only such representations as it deems appropriate in its sole discretion, (2) the City shall not be required to expend any funds in connection with any Financing Documents or in connection with its cooperation with respect to requests of any Financing Party or undertake any investigation in connection therewith, and (3) any costs (including fees of counsel to the City) that are incurred by the City related to a request under this Section shall be reimbursed to the City by the Company.

(g) Nothing in this Lease shall, or shall be deemed to, subordinate any obligation to, lien or security interests in favor of, or other right of, any Financing Party under any Financing Document to this Lease or the obligations of the Company hereunder. The Company shall not be required to subordinate its obligations, liens or security interests under any Financing Document to this Lease or its obligations hereunder.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees (collectively, the "Indemnified Parties") from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Indenture or any other documents entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any Event of Default on the part of the Company for which notice and opportunity to cure has been provided in the performance of any of its obligations under this Lease or any related document, (c) any contract entered into by the Company in connection with the purchase, construction, extension or improvement of the Project (including any failure to comply with Section 107.170 of the Missouri Revised Statutes, as amended, with respect to such contract), (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees relating to the Project, (e) unless the Company has been released from liability pursuant to **Section 13.1**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors,

servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any claim relating to the presence on, escape or removal from the Project during the term of the Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim arises before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, the indemnification contained in this **Section 10.5** shall not (i) extend to the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project by employees of the City or the result of negligence or willful misconduct by the City (unless relating to a failure to comply with Section 107.170 of the Missouri Revised Statutes, as amended), or (ii) extend to the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee or (iii) the performance or failure to perform by the City or the Trustee of its obligations under this Lease, the Performance Agreement, or any related documents. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense, provided, such counsel shall be acceptable to the Company. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its corporate existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and

existing under the laws of one of the states of the United States) or permit one or more other domestic corporations to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation either (A) becomes, in connection with the consolidation, merger or sale of assets becomes the Owner of 100% in principal amount of the Bonds outstanding and expressly assumes in writing all of the obligations of the Company contained in this Lease and the Performance Agreement, or (B) if not the Owner of 100% in principal amount of the Bonds outstanding, expressly assumes in writing all the obligations of the Company contained in this Lease and the Performance Agreement; and, further provided, that if not the Owner of 100% in principal amount of the Bonds outstanding, the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least (i) equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer, or (ii) \$100,000,000. The term “net worth,” as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries. In any such consolidation, merger or transfer the Company shall comply with the provisions of **Section 13.1** hereof to the extent applicable.

Section 10.8. Security Interests. At the written request of the Company or the Owner of the Bonds, the City agrees to enter into statements of continuation necessary and requested by the Company and the Owner of the Bonds for continuance of the perfection of the security interests granted by the City in favor of the Trustee in the Project. Upon the written instructions of the Owner of the Bonds, the Trustee, at the Company’s expense, shall file all statements of continuation the Owner of the Bonds shall deem necessary to be filed and shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding. The City and the Company shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens.

Section 10.9. Data Center Specific Covenants and Agreements.

(a) All cooling systems constructed or installed as part of the Project must be closed-loop systems that do not continually draw water from the City’s water supply system.

(b) The Project must at all times comply with the City Code’s requirements for noise (Article 7.10 of the City Code) and lighting (Section 14-508 of the City Code).

(c) The Company shall maintain compliance with the electrical services agreement entered into with respect to the delivery of electricity to the Project Site or shall cause the Equipment Lessee to do so.

(d) On or before the delivery date of this Lease, the Company shall deposit \$2,500,000 with the City for the purpose of making repairs and improvements to Little Blue Parkway. Such funds will be spent for such purpose at the times and in the manner determined by the City in its sole discretion.

(e) During the term of this Lease, the Company shall maintain contact with and take suggestions from the community through the operation of an advisory board. The board shall consist of 5 to 10 members to be appointed by City Council to such terms as may be stated by City Council. The City will make space available for meetings of the advisory board in a municipal building. Meetings shall occur quarterly during the initial 5 year term of this Lease and annually thereafter, at such times as are determined by the members of the advisory board and the Company. The requirements of this subsection shall not survive the Lease Term. The Company shall send at least one representative of the Company to

each meeting of the advisory board. The implementation of any suggestions shall be subject to the Company's discretion.

(f) If there is a cessation of data center operations at the Project Site, other than temporary closures customary in the industry, then the Company shall remove all physical improvements related to the Project that are specific to data center operations (cooling systems and other infrastructure) and restore their locations to a greenfield state (referred to as "Decommissioning") within two years of such cessation. Buildings and site improvements that are appropriate for repurposing as office or light industrial space are not subject to such Decommissioning requirement. If the Decommissioning is not complete by the time stated above, the City may undertake or may engage a third party to undertake, the Decommissioning at the expense of the Company. The Company shall be responsible to repair any damage to roads resulting from the Decommissioning process. "Cessation of data center operations" for the purpose of this paragraph means the Project Site has not been operated as a data center for a period of one year after completion of the Project, unless the Project has been subject to a casualty and the Company is intending to rebuild the Project or the Company's interest in this Agreement has been transferred pursuant to the provisions hereof and the Project continues in operation thereafter. This subsection (f) shall survive the termination of this Lease.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the Project at any time, upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed unless otherwise agreed by the Company, the City and the Trustee, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the forgoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder (a "Remedies Notice"), the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or prior to the 29th day following the issuance of the Remedies Notice and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus

(d) the sum of \$10.00.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

(a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) Documents, including without limitation a deed as to the Project Site, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The options and obligation to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, the Indenture or the Performance Agreement, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. As additional consideration for the Company's use of the Project, the Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payments due under the Performance Agreement. The amount of the purchase price under this Section shall be \$10 plus an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

If the Company fails to complete the purchase of the Project at the time required by this Section, the City is specifically authorized to convey the Project back to the Company with or without terminating this Lease and, in such case, may unilaterally terminate this Lease by an instrument signed by the City alone.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” or “default” under this Lease:

(a) Default in the due and punctual payment of Basic Rent for a period of 10 days following written notice to the Company by the City or the Trustee; or

(b) Default in the due and punctual payment of Additional Rent for a period of 60 days following written notice to the Company by the City or the Trustee; or

(c) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company’s part to be observed or performed, and such default shall continue for 60 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default; provided that (1) the Company has commenced such cure within said 60 day period, and (2) the Company diligently prosecutes such cure to completion); or

(d) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) make an assignment for the benefit of creditors pursuant to Section 426.010 et seq RSMo.; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company’s consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator 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, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers 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; or

(e) the Project Site or any material portion thereof remains uncared for and abandoned for a period of 180 consecutive days which is not due to a casualty event that is in the process of remediation; or

(f) The occurrence and continuance of an event of default giving rise to the enforcement of remedies under the Performance Agreement or the Equipment Lease, following any applicable notices and grace periods provided in the applicable document.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond any applicable grace period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such Event of Default shall continue beyond any applicable grace period, take any one or more of the following actions, in addition to pursuing any other remedies available by law:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable after giving 60 days prior written notice thereof to the Company, as provided in the Indenture; or

(b) give the Company written notice of the City's intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1** hereof and this Lease shall thereupon be terminated, and the City will promptly convey the Project in accordance with **Section 11.2** hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that those of its obligations under this Lease which by their nature require performance after the end of the term of this Lease, or which are expressly stated herein as intended to survive expiration or termination of this Lease, shall survive the cancellation and termination of this Lease, for any cause.

Section 12.4. Performance of the Company's Obligations by the City. If an Event of Default occurs as a result of any failure by the Company, then the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 30 days after written notice of such failure is given to the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses incurred by the City or the Trustee) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the Trustee, the City and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Trustee, the City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 12.6. 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 the Company of any covenant, agreement or undertaking by the Company, the Trustee or the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the Trustee or the

City's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Company which were in existence at the time such payment or payments were accepted by the Trustee or the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default shall have occurred and be continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article (except with respect to the Unassigned Rights), upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease; and

(3) A duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

For any assignment of this Lease (except (i) as otherwise allowed under **Section 10.4** with respect to financing arrangements, (ii) any assignment to any Financing Party or (iii) any affiliate or successor to the Company by reason of a merger or consolidation, reorganization, combination, division, transfer or sale of assets or any similar transaction by operation of law or otherwise, to the extent permitted by **Section 10.7** (the transactions covered by clauses (i), (ii) and (iii), "Permitted Assignments"), the Company shall obtain the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Permitted Assignments shall not require notice to, or consent of, the City, except as described in **Section 13.1(a)(3)**. The City may require that any assignee for which consent is required demonstrate to the City's reasonable satisfaction that it has sufficient financial, management, property ownership and operation capabilities, and that it is interested in the long-term viability of the Project. Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease or any agreement related to the issuance of the Bonds.

(b) The Company shall have the right to sublet all or any part of the Project to a single entity for any lawful purpose under the Act. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. The Company may redact any and all financial terms therein. Any sublease may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act. Notwithstanding the foregoing, the Company may, in the ordinary course of its business, and without the prior approval of the City, enter into leases or subleases with one or more persons or entities for the various units within the Project to be used for commercial or industrial purposes or other uses commonly associated with an industrial complex such as the Project. For the avoidance of doubt, a lease agreement is concurrently entered into between the City and Nebius, Inc. for the lease of project equipment located at the Project Site which the City acknowledges and approves.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment. The City and the Company recognize that the Trustee is a third party creditor beneficiary of this Lease.

Section 13.3. Prohibition Against Fee Mortgage of Project. With the exception of mortgages permitted pursuant to **Section 10.4(c)** at the request and direction of the Company, the City shall not mortgage its fee interest in the Project, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During this Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, and except as permitted pursuant to **Section 10.4(c)**, it will not sell, assign, encumber, transfer or convey the Project or any interest therein, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be governed by **Section 1403** of the Indenture.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, unless stated that such matter is in the City's sole discretion, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Storage and Notice. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. If the Company elects to give instructions by electronic notice to the Trustee, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's

reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Company agrees to assume all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 15.10 Complete Agreement. THE COMPANY AND THE CITY UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE COMPANY AND THE CITY FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE COMPANY AND THE CITY REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS LEASE AND THE PERFORMANCE AGREEMENT, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE COMPANY AND THE CITY, EXCEPT AS THE COMPANY AND THE CITY MAY LATER AGREE IN WRITING TO MODIFY THIS LEASE OR THE PERFORMANCE AGREEMENT.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

MISSOURI ADC HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT A

PROJECT SITE

The following described real estate located in Jackson County, Missouri:

[**INSERT LEGAL DESCRIPTION**]

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

A data center campus consisting of multiple buildings with a combined square footage of approximately 2,100,000 square feet to be constructed on the Project Site, together with related site improvements. The Project Improvements do not include any machinery or equipment other than fixtures and systems that are incorporated into the construction of the building and the related site improvements.

EXHIBIT C

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: BOKF, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF FEBRUARY 1, 2026, BETWEEN CITY OF INDEPENDENCE, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF FEBRUARY 1, 2026, BETWEEN CITY OF INDEPENDENCE, MISSOURI AND MISSOURI ADC HOLDINGS, LLC

The undersigned Authorized Company Representative hereby states and certifies that:

1. A total of \$ _____ is requested to pay for Project Costs (as defined in the Indenture) of the Project Improvements. The total amount of this requisition and all prior requisitions are as follows:

<u><i>Date of Project Costs</i></u>	<u><i>Amount Submitted in this Requisition</i></u>	<u><i>Requisitions Submitted to Date (Including this Requisition)</i></u>

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the construction and improvement of the Project (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the construction and improvement of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

5. With respect to this disbursement, the undersigned (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees it will not seek

recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

MISSOURI ADC HOLDINGS, LLC

By: _____
Authorized Company Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
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EXHIBIT D

FORM OF CERTIFICATE OF INSURANCE COMPLIANCE

The undersigned, being the Authorized Company Representative for Missouri ADC Holdings, LLC, as tenant (the “Company”), under a certain Lease Agreement dated as of February 1, 2026, between the City of Independence, Missouri (the “City”), and the Company (the “Lease”), and as beneficiary of the City’s Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026, issued pursuant to a certain Trust Indenture dated as of February 1, 2026 (the “Indenture”), hereby certifies pursuant to Article VII of Lease:

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

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

3. The undersigned will notify the Trustee 10 days prior to any cancellation or material change to such policies; the policies currently in effect have an expiration date of _____, 20__.

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

5. Attached hereto are insurance certificates showing compliance with the liability and casualty insurance requirements of Article VII of the Lease.

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

Authorized Company Representative

Date: _____

ATTACHMENTS:

1. Liability insurance certificate(s)
2. Casualty insurance certificate(s)

Note: all insurance certificates must show the City and the Trustee as additional insureds.

EXHIBIT E

FORM OF COMPLETION CERTIFICATE

The undersigned, being the Authorized Company Representative for Missouri ADC Holdings, LLC, as tenant (the “Company”), under a certain Lease Agreement dated as of February 1, 2026, between the City of Independence, Missouri (the “City”), and the Company (the “Lease”), and as beneficiary of the City’s Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026, issued pursuant to a certain Trust Indenture dated as of February 1, 2026 (the “Indenture”), hereby certifies pursuant to Article IV of the Lease:

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

2. The construction and improvement of the Project has been completed in accordance with the Plans and Specifications.

3. All costs and expenses incurred in the construction and improvement of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company.

4. The Trustee is retaining \$_____ for the payment of amounts with respect to item (3) above.

5. The Trustee may conclusively rely on this Certificate without further investigation.

6. This Certificate is given without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being.

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

Authorized Company Representative

Date: _____

APPENDIX I
PERFORMANCE AGREEMENT

(See Tab No. 4)

PERFORMANCE AGREEMENT

Dated as of February 1, 2026

BETWEEN

CITY OF INDEPENDENCE, MISSOURI

AND

NEBIUS, INC.

Prepared By:

**Gilmore & Bell, P.C.
Kansas City, Missouri**

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of February 1, 2026 (the “Agreement”), between the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “City”), and **NEBIUS, INC.**, a Delaware corporation (the “Company”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “**Act**”), to purchase, construct, extend, improve and equip certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing, office industry and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council of the City gave notice to the affected taxing jurisdictions in accordance with Section 100.059.1 of the Act and held a public hearing to finance the costs of a project for the Company consisting of acquiring and installing certain equipment (the “Project Equipment,” as more fully described on Exhibit A hereto) at a site located at and surrounding 501 North Bly Road in the City (the “Project Site,” as more fully described on Exhibit A hereto), out of the proceeds of industrial development revenue bonds to be issued under the Act to provide funds to pay the costs of the Project Equipment, and to lease or sell the Project Equipment to the Company for the purpose of financing the costs of the Project Equipment.

3. Pursuant to an ordinance or ordinances (the “Ordinance”) passed by the City Council, the City has approved a plan for the Company’s industrial development project and has been authorized to execute and deliver (a) a Trust Indenture of even date herewith (the “Indenture”) between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the “Trustee”), for the purpose of issuing and securing the City’s Taxable Industrial Development Revenue Bonds (Nebius Project - Equipment), Series 2026 in the maximum principal amount of \$144,023,000,000 (the “Bonds”), (b) a Lease Agreement of even date herewith (the “Lease”) with the Company under which the City, as lessor, will acquire and install the Project Equipment and will lease the Project Equipment to the Company, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds, and (c) this Agreement for the purpose of setting forth the terms and conditions of the Project Equipment’s exemption from ad valorem property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project Equipment.

4. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company’s desire to acquire and install the Project Equipment upon the terms and conditions hereinafter set forth.

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the terms otherwise defined herein, the following words and terms as used herein shall have the following meanings:

“Agreement” means this Performance Agreement dated as of February 1, 2026, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“Company” means Nebius, Inc., a Delaware corporation, and its successors and assigns.

“Excusable Delay” means any delay beyond the reasonable control of the Company caused by damage or destruction by fire or other casualty, acts of God, strike, shortage of materials or labor, equipment, utilities, or transportation; civil disorder, war, epidemic or pandemic, supply-chain disruptions, failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for the installation of the Project Equipment, tariffs, governmental actions or inactions, changes in law or interpretation thereof, unavailability of labor, adverse weather conditions and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the installation of all or any portion of the Project Equipment, which in fact prevents the Company from continuing installation of the Project Equipment.

“Indenture” means the Trust Indenture dated as of February 1, 2026, between the City and BOKF, N.A., Kansas City, Missouri, as Trustee, relating to the issuance of the Bonds, as amended or supplemented from time to time.

“PILOT Payments” or **“PILOTS”** means the payments in lieu of taxes provided for in **Article III** hereof.

“Project Equipment” means the personal property to be acquired and installed at the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit A** attached hereto.

“Project Site” means the location described in **Exhibit A** attached hereto and by this reference made a part hereof.

“Taxes Otherwise Due” means the *ad valorem* property taxes that would have been due on the Project Equipment for the year were it not for ownership thereof by the City, as calculated by the City in accordance with Section 137.122 of the Revised Statutes of Missouri, as amended, and using the then-current tax rates of all applicable taxing jurisdictions.

ARTICLE II

REPRESENTATIONS

Section 2.1. City’s Representations. The City hereby represents that the Project Equipment will significantly benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State; and (ii) increasing local and state tax revenues.

Section 2.2. Company's Representations. The Company hereby represents that the Project Equipment will benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State; and (ii) increasing local and state tax revenues.

ARTICLE III

PROPERTY TAX EXEMPTION; PAYMENT IN LIEU OF TAXES

Section 3.1. Property Tax Exemption. So long as the City owns title to the Project Equipment, the City expects that the Project Equipment will be exempt from ad valorem property taxes. The first year of the exemption period for purposes of this Agreement shall begin with tax year **2027** (for any equipment placed in service during 2026). Notwithstanding any other provision of this Agreement to the contrary, the last year of such exemption period shall be tax year **2046**. The Company covenants and agrees that, during each year the Project Equipment is exempt from ad valorem taxes by reason hereof, the Company will make annual payments in lieu of taxes to the City (each such payment, a "**PILOT**") as described in this **Article III**. The City and the Company hereby agree that the tax abatement provided by this Agreement shall only apply to property financed with the proceeds of the Bonds (i.e., property constituting a part of the Project Equipment) and shall not apply to property not financed with proceeds of the Bonds.

Section 3.2. Payments In Lieu of Taxes for Project Equipment. The Company covenants and agrees to make PILOT Payments to the City on or before each December 31, commencing December 31, 2027, as follows:

No PILOT Payment shall be due for calendar year 2026.

For calendar years 2027 through 2046, the PILOT Payment shall be equal to 10% of the Taxes Otherwise Due on the Project Equipment.

On or before March 1 of each year, the Company shall provide to the City a report on property comprising the Project Equipment as of January 1 of such year in substantially the form attached hereto as **Exhibit B**.

Section 3.3. Adjustment to PILOT Payments Based on Certain Failures by Company.

(a) In the event the Company fails to spend an amount at least equal to the Investment Milestone Requirement (set out below) by each applicable Investment Milestone Date (set out below), as certified to the Trustee and the City through requisition certificates submitted to the Trustee in accordance with the Lease, the Company shall make additional PILOT Payments in an amount equal to the Investment Deficiency Percentage (calculated as shown below) multiplied by the amount of the difference between the PILOT Payments set out under **Section 3.2** hereof and the Taxes Otherwise Due during the year in which the failure occurs and any subsequent year in which such failure persists as of September 30 of such year and during which the exemption from property tax applies by virtue of City ownership. The Investment Deficiency Percentage shall be calculated, beginning at zero percent (0%) for compliance, in accordance with the following formula, with the result expressed as a percentage:

Investment Deficiency Percentage = $(1 - (\text{certified Project Costs} / \text{applicable Investment Milestone Requirement})) \times 100$.

Investment Milestone Date	Investment Milestone Requirement
September 30, 2030	\$11,900,000,000

Each Investment Milestone Requirement shown above shall apply on and from the applicable Investment Milestone Date shown above to and including the September 30 prior to the next Investment Milestone Date shown (if any).

(b) [Reserved].

(c) If the Company ceases operations of the Project Equipment, other than temporary closures customary in the applicable industry, then in addition to any other remedies that may be available to the City under the Lease or hereunder, the PILOT Payments shall be increased to an amount equal to 100% of the Taxes Otherwise Due during the year in which the failure occurs and any subsequent year during which such failure persists and during which the Project Equipment is exempt from ad valorem property taxes as provided herein. "Ceases operations" or "cessation of operations" for the purpose of this paragraph means the Company completely vacates, abandons and permanently ceases operations at the Project Site for a period of 180 consecutive days after the initial installation of Project Equipment, unless the Project Equipment has been subject to a casualty and the Company is intending to restore the Project Equipment or the Company's interest in this Agreement has been transferred pursuant to the provisions hereof and the Project Equipment continues in operation thereafter. The Company shall not be deemed to have ceased operations during any time when a tenant is operating at the Project Equipment and the provisions of the Lease regarding maintenance of the Project Equipment are satisfied.

(d) The maximum PILOT Payment (including all payments under **Section 3.2** and **Section 3.3** hereof) for any year pursuant to this Agreement shall not exceed 100% of the Taxes Otherwise Due were it not for ownership of the Project Equipment by the City and, as such, no redundant or duplicative payments shall be required on the part of the Company to the City.

Section 3.4. Distribution of PILOTS. Within 30 days of the date of receipt of each PILOT, the City shall or shall cause the County or another designated billing/collection agent to distribute each PILOT among the taxing jurisdictions in proportion to the amount of taxes which would have been paid for such year had the Project Equipment not been exempt from taxation pursuant to this Agreement. The allocation between school districts shall be in proportion to the total investment located within each school district's boundaries, which allocation shall be certified to the City by the Company upon request.

Section 3.5. Obligation of City to Effect Tax Abatement. The City agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 3.1** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of Jackson County, Missouri or any other governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of ad valorem taxes on the Project Equipment. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project Equipment.

Section 3.6. Administration Costs. Under Section 100.050 of the Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the plan including costs associated with this Agreement, in an amount of no greater than \$5,000 per year. The City will provide a statement for such costs to the Company not later than November 15th of each year

and the Company will reimburse the City for its costs on or before December 31 of each year continuing until December 31 of the year in which this Agreement expires or is terminated.

Section 3.7. Other Property Taxes In Connection with the Project Equipment. The property tax exemption provided by the City's ownership of the Project Equipment is expected to apply to all interests in the Project Equipment during the period it is owned by the City. If any ad valorem property taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project Equipment during the period the City owns the Project Equipment (including, without limitation, any ad valorem taxes levied against the Company's rights in the Lease), the amount of ad valorem tax payments related to such levy or levies which are paid by the Company and received by the City and other taxing jurisdictions shall be credited against and reduce on a *pro rata* basis the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement so that no duplicative payments are made. The Company shall be responsible for any taxes related to any interest in the Project Equipment which the Company owns in its own name or granted to the Company other than pursuant to the Lease.

Section 3.8. Credits for Certain Payments. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit hereunder to the extent it has made any payment for ad valorem property taxes on the Project Equipment to the City, to Jackson County, Missouri or to the State of Missouri.

Section 3.9. Company's Right To Protest Taxes. Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action. However, no such appeal, protest or contest shall affect the amount or timing of PILOT Payments to be made under this Agreement.

Section 3.10. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project Equipment. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project Equipment if such Project Equipment was not owned by the City.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS

Section 4.1. Inspection. The Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least five business days advance written notice and to the Company's and subject to the industry accepted business proprietary, safety and security requirements of the Company and its end clients and without interference or prejudice to the Company's operations or the acquisition or installation of the Project Equipment, to enter upon the Project Site to examine and inspect the Project Equipment and the records of the Company which demonstrate compliance with this Agreement, not more than once annually.

Section 4.2. Compliance with Laws. The Project Equipment will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

Section 4.3. Acquisition and Installation of the Project Equipment. The Project Equipment will be acquired and installed consistent with the provisions of the Lease. In the event the Project Equipment is not acquired and installed in compliance with the provisions of the Lease, the City reserves the right to declare an Event of Default in accordance with **Section 6.1** hereof.

Section 4.4. Representations and Warranties.

(a) The Company represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is in good standing under the laws of and authorized to do business in the State of Missouri;

(2) The Company has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(3) The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary corporate action, and does not violate the organizational documents of the Company, as the same may be amended and supplemented, or to the best of the Company's knowledge, any applicable provision of law, nor does it constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound;

(4) To the best of the Company's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Company that would impair its ability to perform under this Agreement; and

(5) The Company has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to acquire, install and operate the Project Equipment.

(b) The City represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri;

(2) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary City actions;

(3) The City has the right, power and authority to enter into, execute, deliver and perform this Agreement; and

(4) To the best of the City's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the City that would impair its ability to perform under this Agreement.

Section 4.5. Survival of Covenants. All warranties, representations, covenants and agreements of the Company and the City contained herein which are specifically designated to survive the termination of this Agreement or which by nature must survive for the benefit thereof to be realized (such as indemnity obligations) shall survive termination of this Agreement for any reason.

Section 4.6. Indemnification. The Company shall indemnify and defend the City to insure that the City and the Trustee are held harmless from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project Equipment during the term of the Lease, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the term of the Lease from any event described in **Section 10.5** of the Lease to the extent and subject to the limitations provided therein. This section shall not apply to the negligence or willful misconduct of the City or its officers, employees or agents.

Section 4.7. Costs of Issuance of the Bonds. The Company agrees to pay on the date of the initial issuance of the Bonds, all costs of issuance incurred in connection therewith.

Section 4.8. No Sales Tax Exemption. The Bond transaction does not authorize sales tax exemption for the acquisition of the Project Equipment. The Company may pursue other statutory exemptions from sales tax for such purchases, but shall not use any sales tax exemption certificate granted by the City with respect to the construction of improvements on the Project Site for the acquisition of any Project Equipment.

ARTICLE V

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred, assigned, pledged or in any other manner hypothecated (other than to an affiliate of the Company or in connection with Permitted Encumbrances (as defined in the Lease) without the express written consent of the City which shall not be unreasonably conditioned, withheld or delayed; but nothing herein shall preclude the Company from assigning or pledging its interest in the Project Equipment or incurring Permitted Encumbrances (as defined in the Lease) so long as the Company continues to possess the Project Equipment and otherwise remains responsible for its undertakings herein. Notwithstanding the foregoing, the Company may, without the City's consent, transfer its interests in this Agreement to any entity or person to whom the Lease has been assigned in accordance with **Article XIII** thereof or incur Permitted Encumbrances (as defined in the Lease).

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

- (a) the Company fails to make any PILOT Payments required to be paid hereunder within 30 days after written notice and demand by the City; or

(b) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 60 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied; provided, that if such matter is not subject to cure within such 60 days (or such longer period as the City and Company agree in writing) after such notice, the Company fails to initiate action to cure the default within such 60 days after such notice and fails to pursue such action diligently.

Section 6.2. Remedies on Default. Upon an Event of Default hereunder this Agreement may be terminated by written notice to the Company from the City. Within thirty days of written notice of the dollar amounts due (which shall be given to the Company by the City as soon as possible after such amounts are ascertainable), the Company shall make a PILOT to the City equal to (i) the pro rata amount payable pursuant to **Section 3.3** hereof from January 1 of the year in question through the effective date of termination, plus (ii) the pro rata amount of taxes that would be due for the remaining portion of the year assuming the Project Equipment was placed on the tax rolls effective on the date of termination through December 31; provided, however, the payment of PILOTS following cessation of construction or operations shall be governed by **Section 3.3**.

Upon any termination of this Agreement the Company agrees to pay interest and penalties on all amounts due hereunder to the same extent as if such payments were taxes under Missouri law.

Section 6.3. Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Missouri law on overdue ad valorem real estate taxes from the date such payment was first due.

Section 6.4. Enforcement. In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments due and owing under this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

Section 6.5. Failure of the City to Perform its Obligations. In the event the City shall fail to perform any of its obligations hereunder for (i) a period of 30 days (or such longer period as the Company and the City may agree in writing) following written notice to the City from the Company of such failure which notice shall include a specific description of the City's failure hereunder), or (ii) if such failure is not subject to cure within such 30 days, the City shall have failed to initiate action to cure such default and shall pursue such action diligently; the Company may declare that the City is in default under this Agreement and may pursue any legal remedy available to it to enforce this Agreement.

ARTICLE VII

TERM OF AGREEMENT

This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article VI** hereof), shall have an initial term commencing as of the date of this Agreement and terminating on **December 1, 2046** (the "**Stated Expiration Date**"). This Agreement shall automatically terminate prior to the Stated Expiration Date in the event the Bonds (or any Bonds issued to refund the Bonds) are no longer outstanding.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 8.2. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.3. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 8.4. Waiver. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 8.5. Entire Agreement. This Agreement constitutes the entire agreement relating to the subject matter contained herein and supersedes all prior agreements and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof.

Section 8.6. Electronic Storage of Documents. The City and the Company agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

Section 8.7. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Lease.

Section 8.8. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before November 15 of each year during the term of this Agreement, beginning November 15, 2026, and also upon execution of this Agreement.

Section 8.9. Complete Agreement. The Company and the City understand that oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Company and the City from misunderstanding or disappointment, any agreements the Company and the City reach covering such matters are contained in this Agreement and the Lease, which are the complete and exclusive statements of the agreement between the Company and the City, except as the Company and the City may later agree in writing to modify this Agreement and the Lease.

[The remainder of this page intentionally left blank]

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

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

NEBIUS, INC.,
a Delaware corporation

By: _____
Name:
Title:

EXHIBIT A

PROJECT EQUIPMENT

The Project Equipment consists of the following, to the extent located at the Project Site and paid for in whole with Bond proceeds:

Data servers, specialized mechanical, electrical and plumbing systems, HVAC systems, and data center support equipment sufficient to operate a data center of at least 800 megawatts.

PROJECT SITE

The following described real estate located in Jackson County, Missouri:

[**INSERT LEGAL DESCRIPTION**]

EXHIBIT B

ANNUAL PROJECT EQUIPMENT REPORT

Report Due Date: March 1, 20__

Relating to

\$144,023,000,000

(Aggregate Maximum Principal Amount)

City of Independence, Missouri

Taxable Industrial Development Revenue Bonds

(Nebius Project - Equipment)

Series 2026

In connection with the above-described Bonds, and the Performance Agreement dated as of February 1, 2026 between the City of Independence, Missouri (the “City”), and Nebius, Inc. (the “Company”), the Company hereby certifies that the Project Equipment (including all personal property located on the Project Site that is being treated as exempt from property taxation in connection with the Bonds) existing as of January 1 of the year of the Report Due Date shown above, is described as follows:

Description of Project Equipment Item	Serial Number or other Identification	Quantity	Original Cost	Placed in Service Date	Recovery Period	School District

“Original cost” means the price paid for the item without freight, installation, or sales or use tax.

“Placed in Service Date” means the first date that property that is located on the Project Site and is ready and available for use, whether or not the property is being used.

“Recovery period” means the recovery period allowed for the applicable property under the Internal Revenue Code (using the General Depreciation System, not the Alternative Depreciation System).

“School District” should be designated as either “Independence” or “Fort Osage” depending on location of property.

NEBIUS, INC.,
a Delaware corporation

By: _____

Name:

Title:

PERFORMANCE AGREEMENT

Dated as of February 1, 2026

BETWEEN

CITY OF INDEPENDENCE, MISSOURI

AND

MISSOURI ADC HOLDINGS, LLC

Prepared By:

**Gilmore & Bell, P.C.
Kansas City, Missouri**

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of February 1, 2026 (the “**Agreement**”), between the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “**City**”), and **MISSOURI ADC HOLDINGS, LLC**, a Delaware limited liability company (the “**Company**”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “**Act**”), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing, office industry and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council of the City gave notice to the affected taxing jurisdictions in accordance with Section 100.059.1 of the Act and held a public hearing to finance the costs of a project (the “**Project**”) for the Company consisting of acquiring, constructing and improving certain real property located at and surrounding 501 North Bly Road in the City (the “**Project Site**”), including the construction and improvement of multiple buildings with a combined square footage of approximately 2,100,000 square feet on the Project Site, out of the proceeds of industrial development revenue bonds to be issued under the Act to provide funds to pay the costs of the Project, and to lease or sell the Project to the Company for the purpose of financing the costs of the Project.

3. Pursuant to an ordinance or ordinances (the “**Ordinance**”) passed by the City Council, the City has approved a plan for the Company’s industrial development project and has been authorized to execute and deliver (a) a Trust Indenture of even date herewith (the “**Indenture**”) between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the “**Trustee**”), for the purpose of issuing and securing the City’s Taxable Industrial Development Revenue Bonds (Nebius Project - Real Property), Series 2026 in the maximum principal amount of \$6,609,000,000 (the “**Bonds**”), (b) a Lease Agreement of even date herewith (the “**Lease**”) with the Company under which the City, as lessor, will construct, extend and improve the Project and will lease the Project to the Company, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds, and (c) this Agreement for the purpose of setting forth the terms and conditions of the Project’s exemption from ad valorem property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

4. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company’s desire to construct, extend and improve the Project upon the terms and conditions hereinafter set forth.

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the terms otherwise defined herein, the following words and terms as used herein shall have the following meanings:

“Agreement” means this Performance Agreement dated as of February 1, 2026, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“Company” means Missouri ADC Holdings, LLC, a Delaware limited liability company, and its successors and assigns.

“Completed Square Footage” means, as of January 1 of a year for which a PILOT Payment is being calculated, the total square footage of interior building space located on the Project Site which is contained in a building for which a certificate of occupancy has been issued by the City, *provided that*, if a certificate of occupancy is issued in January or February of a calendar year, it shall be deemed to have been issued on December 31 of the prior calendar year for purposes of this definition.

“Excusable Delay” means any delay beyond the reasonable control of the Company caused by damage or destruction by fire or other casualty, acts of God, strike, shortage of materials or labor, equipment, utilities, or transportation, civil disorder, war, epidemic or pandemic, supply-chain disruptions, failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for the construction of the Project, tariffs, governmental actions or inaction, changes in law or interpretation thereof, unavailability of labor, adverse weather conditions and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Project, which in fact prevents the Company from continuing construction of the Project.

“Indenture” means the Trust Indenture dated as of February 1, 2026, between the City and BOKF, N.A., Kansas City, Missouri, as Trustee, relating to the issuance of the Bonds, as amended or supplemented from time to time.

“PILOT Payments” or **“PILOTS”** means the payments in lieu of taxes provided for in **Article III** hereof.

“Project” means, collectively, the Project Site and the Project Improvements as they may at any time exist.

“Project Improvements” shall have the same meaning as provided in **Exhibit B** to the Indenture.

“Project Site” means all of the real estate described in **Exhibit A** attached hereto and by this reference made a part hereof.

ARTICLE II

REPRESENTATIONS

Section 2.1. City's Representations. The City hereby represents that the Project will significantly benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State; and (ii) increasing local and state tax revenues.

Section 2.2. Company's Representations. The Company hereby represents that the Project will benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State; and (ii) increasing local and state tax revenues.

ARTICLE III

PROPERTY TAX EXEMPTION; PAYMENT IN LIEU OF TAXES

Section 3.1. Property Tax Exemption. So long as the City owns title to the Project, the City expects that the Project will be exempt from ad valorem property taxes. The first year of the exemption period for purposes of this Agreement shall begin with tax year **2026** and the **Exhibit B** "PILOT per Square Foot" calculations and payments shall begin with tax year **2027**. Notwithstanding any other provision of this Agreement to the contrary, the last year of such exemption period shall be tax year **2046**. The Company covenants and agrees that, during each year the Project is exempt from ad valorem taxes by reason hereof, the Company will make annual payments in lieu of taxes to the City (each such payment, a "PILOT") as described in this **Article III**. The City and the Company hereby agree that the tax abatement provided by this Agreement shall only apply to property financed with the proceeds of the Bonds (i.e., property constituting a part of the Project) and shall not apply to property not financed with proceeds of the Bonds. No machinery or equipment other than fixtures and systems that are incorporated into the construction of the building and related site improvements shall be purchased with the proceeds of the Bonds.

Section 3.2. Payments In Lieu of Taxes for Project. The Company covenants and agrees to make PILOT Payments to the City on or before each December 31, commencing December 31, 2026, as follows:

For calendar year 2026, the PILOT Payment shall be \$6,977.

For calendar years 2027 through 2046, the PILOT Payment shall be equal to the Completed Square Footage multiplied by the "PILOT per Square Foot" set out for such year on **Exhibit B**; *provided that*, if any buildings are partially complete on January 1 of such calendar years, the PILOT Payment for such partially completed buildings shall be calculated based on the square footage under construction, multiplied by the "PILOT per Square Foot" and pro-rated by percentage of completion at January 1, which percentage shall be certified in good faith to the City by an Authorized Company Representative upon request by the City; *and further provided that*, if construction has yet to start on the Project on January 1 of any such calendar year, the PILOT Payment shall be equal to \$6,977.

The parties agree that if a Certificate of Occupancy for particular building(s) is expected to be issued in any year but has not actually been issued by November 1, the Company will advise the City of the expected square footage of such building(s) which will be used for purposes of determining the PILOT on a timely basis.

Section 3.3. Adjustment to PILOT Payments Based on Certain Failures by Company.

(a) In the event the Company fails to spend at least \$3,100,000,000 (approximately 80% of anticipated Project Costs) on the Project on or before September 30, 2031 (as certified to the Trustee and the City through requisition certificates submitted to the Trustee in accordance with the Lease), the Company shall make additional PILOT Payments in an amount equal to the Investment Deficiency Percentage (calculated as shown below) multiplied by the amount of the difference between the PILOT Payments set out under **Section 3.2** hereof and the total ad valorem property taxes that would otherwise have been due on the Project (were it not for City ownership) during the year in which the failure occurs and any subsequent year in which such failure persists as of September 30 of such year and during which the exemption from property tax applies by virtue of City ownership. The Investment Deficiency Percentage shall be calculated, beginning at zero percent (0%) for compliance, in accordance with the following formula, with the result expressed as a percentage:

$$\text{Investment Deficiency Percentage} = (1 - (\text{certified Project Costs} / \$3,100,000,000)) \times 100.$$

(b) If for any reason a cessation of construction of the Project occurs after construction has commenced and prior to completion of the Project, the amount of the PILOT Payments shall be increased to 100% of the ad valorem property taxes that would otherwise have been due on the Project for each year following such cessation of construction including the year of cessation of construction, during which such cessation of construction continues. "Cessation of construction," for the purpose of this paragraph, means no construction activities have occurred on the Project for a period of 90 consecutive days, except (i) during any period of Excusable Delay; (ii) unless the Project has been subject to a casualty and the Company has elected to rebuild the Project in accordance with the provisions of the Lease; or (iii) if the Company's interest in this Agreement has been transferred pursuant to **Article V** hereof and the construction of the Project continues thereafter.

(c) If the Company ceases operations at the Project, other than temporary closures customary in the applicable industry, then in addition to any other remedies that may be available to the City under the Lease or hereunder, the PILOT Payments shall be increased to an amount equal to 100% of the ad valorem property taxes that would otherwise have been due on the Project during the year in which the failure occurs and any subsequent year during which such failure persists and during which the Project is exempt from ad valorem property taxes as provided herein. "Ceases operations" or "cessation of operations" for the purpose of this paragraph means the Company completely vacates, abandons and permanently ceases operations and fails to maintain the Project Site for a period of 180 consecutive days after completion of the Project, unless the Project has been subject to a casualty and the Company is intending to rebuild the Project or the Company's interest in this Agreement has been transferred pursuant to the provisions hereof and the Project continues in operation thereafter. The Company shall not be deemed to have ceased operations during any time when a tenant is operating at the Project Site and the provisions of the Lease regarding maintenance of the Project are satisfied.

(d) The maximum PILOT Payment (including all payments under **Section 3.2** and **Section 3.3** hereof) for any year pursuant to this Agreement shall not exceed 100% of the ad valorem property taxes that would otherwise have been due on the Project were it not for ownership of the Project by the City and, as such, no redundant or duplicative payments shall be required on the part of the Company to the City.

Section 3.4. Distribution of PILOTS. Within 30 days of the date of receipt of each PILOT, the City shall or shall cause the County or another designated billing/collection agent to distribute each PILOT among the taxing jurisdictions in proportion to the amount of taxes which would have been paid for such year had the Project not been exempt from taxation pursuant to this Agreement. The allocation

between school districts shall be in proportion to the total investment located within each school district's boundaries, which allocation shall be certified to the City by the Company upon request.

Section 3.5. Obligation of City to Effect Tax Abatement. The City agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 3.1** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of Jackson County, Missouri or any other governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of ad valorem taxes on the Project. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project.

Section 3.6. Administration Costs. Under Section 100.050 of the Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the plan including costs associated with this Agreement, in an amount of no greater than \$1,000 per year. The City will provide a statement for such costs to the Company not later than November 15th of each year and the Company will reimburse the City for its costs on or before December 31 of each year continuing until December 31 of the year in which this Agreement expires or is terminated.

Section 3.7. Other Property Taxes In Connection with the Project. The property tax exemption provided by the City's ownership of the Project is expected to apply to all interests in the Project during the period it is owned by the City. If any ad valorem property taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project during the period the City owns the Project (including, without limitation, any ad valorem taxes levied against the Company's rights in the Lease), the amount of ad valorem tax payments related to such levy or levies which are paid by the Company and received by the City and other taxing jurisdictions shall be credited against and reduce on a *pro rata* basis the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement so that no duplicative payments are made. The Company shall be responsible for any taxes related to any interest in the Project which the Company owns in its own name or granted to the Company other than pursuant to the Lease.

Section 3.8. Credits for Certain Payments. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit hereunder to the extent it has made any payment for ad valorem property taxes on the Project to the City, to Jackson County, Missouri or to the State of Missouri.

Section 3.9. Company's Right To Protest Taxes. Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action. However, no such appeal, protest or contest shall affect the amount or timing of PILOT Payments to be made under this Agreement.

Section 3.10. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if such Project was not owned by the City.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS

Section 4.1. Inspection. The Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least five business days advance written notice and subject to the industry accepted usual business proprietary, safety and security requirements of the Company and its end clients and without interference or prejudice to the Company's operations or development of the Project Improvements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement, but not more than once annually.

Section 4.2. Compliance with Laws. The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

Section 4.3. Construction and Improvement of the Project. The Project will be constructed and improved consistent with the provisions of the Lease. In the event the Project is not constructed and improved in compliance with the provisions of the Lease, the City reserves the right to declare an Event of Default in accordance with **Section 6.1** hereof.

Section 4.4. Representations and Warranties.

(a) The Company represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is in good standing under the laws of and authorized to do business in the State of Missouri;

(2) The Company has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(3) The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary corporate action, and does not violate the organizational documents of the Company, as the same may be amended and supplemented, or to the best of the Company's knowledge, any applicable provision of law, nor does it constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound;

(4) To the best of the Company's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Company that would impair its ability to perform under this Agreement; and

(5) The Company has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project.

(b) The City represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri;

(2) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary City actions;

(3) The City has the right, power and authority to enter into, execute, deliver and perform this Agreement; and

(4) To the best of the City's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the City that would impair its ability to perform under this Agreement.

Section 4.5. Survival of Covenants. All warranties, representations, covenants and agreements of the Company and the City contained herein which are specifically designated to survive the termination of this Agreement or which by nature must survive for the benefit thereof to be realized (such as indemnity obligations) shall survive termination of this Agreement for any reason.

Section 4.6. Indemnification. The Company shall indemnify and defend the City to insure that the City and the Trustee are held harmless from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of the Lease, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the term of the Lease from any event described in **Section 10.5** of the Lease to the extent and subject to the limitations provided therein. This section shall not apply to the negligence or willful misconduct of the City or its officers, employees or agents.

Section 4.7. Costs of Issuance of the Bonds. The Company agrees to pay on the date of the initial issuance of the Bonds, all costs of issuance incurred in connection therewith.

Section 4.8. Sales Tax Exemptions. Upon request of the Company, the City will issue a sales tax exemption certificate to the Company for construction materials to be purchased for the Project and the City shall provide such other documentation as may be necessary from time to time to effect said sales tax exemption. The Company shall use the exemption certificate only for the purchase of construction materials to be incorporated into the Project on the Project Site and shall not use the exemption certificate for the purchase of any personal property other than construction materials. The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the utilization of the sales tax exemption certificate.

ARTICLE V

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred, assigned, pledged or in any other manner hypothecated (other than to an affiliate of the Company or in connection with Permitted Encumbrances (as defined in the Lease) without the express written consent of the City which shall not be unreasonably

conditioned, withheld or delayed; but nothing herein shall preclude the Company from assigning or pledging its interest in the Project (or incurring Permitted Encumbrances (as defined in the Lease) so long as the Company continues to occupy the Project and otherwise remains responsible for its undertakings herein. Notwithstanding the foregoing, the Company may, without the City's consent, transfer its interests in this Agreement to any entity or person to whom the Lease has been assigned in accordance with **Article XIII** thereof (or incur Permitted Encumbrances (as defined in the Lease).

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) the Company fails to make any PILOT Payments required to be paid hereunder within 30 days after written notice and demand by the City; or

(b) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 60 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied; provided, that if such matter is not subject to cure within such 60 days (or such longer period as the City and Company agree in writing) after such notice, the Company fails to initiate action to cure the default within such 60 days after such notice and fails to pursue such action diligently.

Section 6.2. Remedies on Default. Upon an Event of Default hereunder this Agreement may be terminated by written notice to the Company from the City. Within thirty days of written notice of the dollar amounts due (which shall be given to the Company by the City as soon as possible after such amounts are ascertainable), the Company shall make a PILOT to the City equal to (i) the pro rata amount payable pursuant to **Section 3.3** hereof from January 1 of the year in question through the effective date of termination, plus (ii) the pro rata amount of taxes that would be due for the remaining portion of the year assuming the Project was placed on the tax rolls effective on the date of termination through December 31; provided, however, the payment of PILOTS following cessation of construction or operations shall be governed by **Section 3.3**.

Upon any termination of this Agreement the Company agrees to pay interest and penalties on all amounts due hereunder to the same extent as if such payments were taxes under Missouri law.

Section 6.3. Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Missouri law on overdue ad valorem real estate taxes from the date such payment was first due.

Section 6.4. Enforcement. In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments due and owing under this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

Section 6.5. Failure of the City to Perform its Obligations. In the event the City shall fail to perform any of its obligations hereunder for (i) a period of 30 days (or such longer period as the Company and the City may agree in writing) following written notice to the City from the Company of such failure which notice shall include a specific description of the City's failure hereunder), or (ii) if

such failure is not subject to cure within such 30 days, the City shall have failed to initiate action to cure such default and shall pursue such action diligently; the Company may declare that the City is in default under this Agreement and may pursue any legal remedy available to it to enforce this Agreement.

ARTICLE VII

TERM OF AGREEMENT

This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article VI** hereof), shall have an initial term commencing as of the date of this Agreement and terminating on **December 1, 2046** (the “**Stated Expiration Date**”). This Agreement shall automatically terminate prior to the Stated Expiration Date in the event the Bonds (or any Bonds issued to refund the Bonds) are no longer outstanding.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 8.2. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.3. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 8.4. Waiver. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 8.5. Entire Agreement. This Agreement constitutes the entire agreement relating to the subject matter contained herein and supersedes all prior agreements and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof.

Section 8.6. Electronic Storage of Documents. The City and the Company agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

Section 8.7. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Lease.

Section 8.8. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized

alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before November 15 of each year during the term of this Agreement, beginning November 15, 2026, and also upon execution of this Agreement.

Section 8.9. Complete Agreement. The Company and the City understand that oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Company and the City from misunderstanding or disappointment, any agreements the Company and the City reach covering such matters are contained in this Agreement and the Lease, which are the complete and exclusive statements of the agreement between the Company and the City, except as the Company and the City may later agree in writing to modify this Agreement and the Lease.

[The remainder of this page intentionally left blank]

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

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

MISSOURI ADC HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT A

Legal Description

The following described real estate located in Jackson County, Missouri:

[**INSERT LEGAL DESCRIPTION**]

EXHIBIT B

PILOT SCHEDULE

Year	PILOT per Square Foot	Notes
2027	\$0.1442	Abatement Year 1
2028	0.1442	Abatement Year 2
2029	0.1442	Abatement Year 3
2030	0.1442	Abatement Year 4
2031	0.1442	Abatement Year 5
2032	0.1442	Abatement Year 6
2033	0.1442	Abatement Year 7
2034	0.1442	Abatement Year 8
2035	0.1442	Abatement Year 9
2036	0.1442	Abatement Year 10
2037	0.1442	Abatement Year 11
2038	0.1442	Abatement Year 12
2039	0.1854	Abatement Year 13
2040	0.2369	Abatement Year 14
2041	0.2987	Abatement Year 15
2042	0.3914	Abatement Year 16
2043	0.4944	Abatement Year 17
2044	0.6386	Abatement Year 18
2045	0.8137	Abatement Year 19
2046	1.0403	Abatement Year 20

BILL NO. 26-019

ORDINANCE NO. 19791

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT; AUTHORIZING THE CITY OF INDEPENDENCE, MISSOURI TO ISSUE TWO SERIES OF TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A COMBINED PRINCIPAL AMOUNT NOT TO EXCEED \$150,632,000,000; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Independence, Missouri (the “City”) is a constitutional charter city and municipal corporation of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend, improve and equip certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing, office industry and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, Nebius, Inc., a Delaware corporation (“Nebius”) submitted an application for incentives to the City for a data center project (the “Nebius Project”), which consists of the acquisition of approximately 398 acres of land in the City located at and surrounding 501 North Bly Road, the construction of a data center campus consisting of multiple buildings with a combined square footage of approximately 2,100,000 square feet, to be developed in stages over a three to five year period, and the installation of data servers, specialized mechanical, electrical and plumbing systems, HVAC systems, and data center support equipment sufficient to operate a data center of approximately 800 megawatts; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, prepared a plan for an industrial development project (the “Plan”), gave notice of the Plan by mail to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, and held a public hearing regarding the Plan on February 16, 2026; and

WHEREAS, the City now desires to approve the Plan; and

WHEREAS, the City desires to provide real and personal property tax abatement for the Nebius Project through the issuance of two series of industrial development revenue bonds pursuant to the Act (the “Bonds”); and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the issuance of the Bonds for the purpose described above; and

WHEREAS, the Bonds will be payable solely out of payments, revenues and receipts derived by the City from the lease of each component of the Nebius Project to Nebius and/or its designee(s) (the “Companies”), and from no other source; and

WHEREAS, Section 10.7 of the City Charter requires that all bonds sold by the City be sold at public sale upon sealed proposals after at least ten days’ notice in a newspaper of general circulation in the City; and

WHEREAS, a notice of sale was published in *The Examiner* inviting potential bond purchasers to submit bids for the Bonds and the City has received a single bid for the Bonds, which was delivered by Nebius; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with approval of the Plan and the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1 – Promotion of Economic Development. The Council hereby finds and determines that the Nebius Project will promote the economic welfare and the development of the City, and the issuance of the Bonds by the City to pay the costs of the Nebius Project will be in furtherance of the public purposes set forth in the Act.

SECTION 2 – Approval of Plan. The Council hereby approves the Plan attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

SECTION 3 – Authorization and Sale of the Bonds; Acceptance of Bid. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (Nebius Project), in one or more series in an aggregate principal amount not to exceed \$150,632,000,000, for the purpose of providing funds to pay the costs of the Nebius Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indentures and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate, shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indentures upon the execution thereof, and the signatures of the officers of the City executing the Trust Indentures shall constitute conclusive evidence of their approval and the City’s approval thereof. The City hereby accepts the bid received from Nebius for the sale of the Bonds. The sale of the Bonds to Nebius and/or its designee(s), as the winning bidder at the public sale, at the interest rate set forth in the winning bid and upon the terms set forth in the Trust Indentures is hereby approved.

SECTION 4 – Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of certain payments, revenues and receipts derived by the City from the herein authorized Lease Agreements, and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indentures. The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision, statutory limitation or City Charter provision and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefore or to make any appropriation for their payment.

SECTION 5 – Approval and Authorization of Documents. The following documents (the “City Documents”) are hereby approved in substantially the forms presented to the Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials’ signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture relating to each series of Bonds dated as of the date set forth therein (the “Trust Indentures”), between the City and the bond trustee named therein (the “Trustee”), pursuant to which the Bonds shall be issued and the City shall pledge and assign certain payments, revenues and receipts received pursuant to the Lease Agreements to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Trust Indentures;

(b) Lease Agreement relating to each series of Bonds dated as of the date set forth therein (the “Lease Agreements”), between the City and the Companies, under which the City will provide funds for the construction and improvement of the Nebius Project and lease the Nebius Project to the Companies pursuant to the terms and conditions in the Lease Agreements, in consideration of rental payments by the Companies which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds;

(c) Bond Purchase Agreement relating to each series of Bonds dated as of the date set forth therein, between the City and the Companies, pursuant to which the Companies agree to purchase the Bonds; and

(d) Performance Agreement relating to each series of Bonds dated as of the date set forth therein (the “Performance Agreements”), between the City and the Companies, pursuant to which the City has granted each Company certain rights with respect to the abatement of ad valorem property taxes on the Nebius Project in consideration for such Company’s agreement to pay certain payments in lieu of taxes.

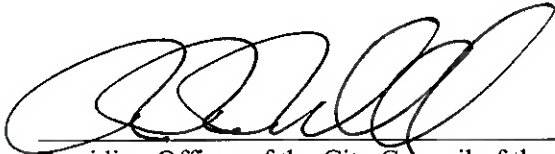
SECTION 6 – Execution of Documents. The Mayor or (Interim) City Manager of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Trust Indentures. The Mayor or (Interim) City Manager of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 7 – Further Authority. The Mayor, (Interim) City Manager, City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents, including but not limited to the execution of any financing documents in accordance with the Leases.

SECTION 8 – Effective Date. This Ordinance shall take effect and be in full force as set forth in the City Charter.

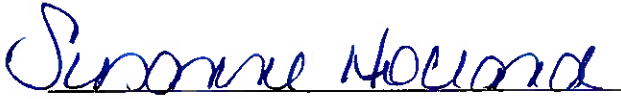
[remainder of page intentionally left blank]

PASSED ON THIS 2nd DAY OF March, 2026, BY THE CITY COUNCIL
OF THE CITY OF INDEPENDENCE, MISSOURI.



Presiding Officer of the City Council of the
City of Independence, Missouri

ATTEST:



City Clerk

APPROVED AS TO FORM AND LEGALITY:



City Counselor



REVIEWED BY:



Interim City Manager

EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

NOTICE TO TAXING JURISDICTIONS

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE NEBIUS PROJECT

On behalf of the City of Independence, Missouri (the “City”), please find enclosed a copy of a proposed plan for an industrial development project and cost benefit analysis (the “Plan”).

The City Council will consider an ordinance to approve the Plan during the City Council’s meeting on February 16, 2026, at 6:00 p.m. in the Council Chambers at City Hall, 111 E. Maple in Independence, Missouri.

The City invites you to submit written comments to the Council on the proposed Plan. All comments will be fairly and duly considered by the City. Comments will also be taken during a public hearing at the City Council meeting referred to above.

A copy of the Plan will be on file in the office of the City Clerk and will be available for public inspection during normal business hours.

Dated: January 26, 2026

Independence City Hall
111 E Maple Ave
Independence, MO 64050

Taxing Jurisdictions -- Distribution List

Fort Osage School District Superintendent 25102 E. US Highway 24 Independence, MO 64056-4001	Independence School District Superintendent 201 N. Forest Ave Independence, MO 64050
Jackson County Board of Disabled Services 8511 Hillcrest Rd., Suite 300 Kansas City, MO 64138	Junior College District of Metropolitan Kansas City, Missouri (Metropolitan Community College) Chancellor 3200 Broadway Kansas City, MO 64111
Jackson County County Executive 415 E. 12th Street, 2nd Floor Kansas City, MO 64106	Mid-Continent Public Library Director 15616 E. Highway 24 Independence, MO 64050-2057
Jackson County Assessment Department Truman Courthouse 112 W. Lexington 1st Floor Independence, MO 64050	Jackson County Community Mental Health Executive Director 1627 Main Street, Suite 500 Kansas City, MO 64108
Jackson County Community Children's Services Fund Executive Director 2345 Grand Blvd., Suite 1450 Kansas City, MO 64108	City of Independence City Clerk 111 E Maple Ave Independence, MO 64050
Jackson County Collections Department Truman Courthouse 112 W. Lexington 1st Floor Independence, MO 64050	Missouri Department of Revenue County Tax Section State Blind Pension Fund 301 West High Street Jefferson City, MO 65102-0453
Missouri Department of Revenue County Tax Section Merchants/Manufacturers Replacement Tax Fund 301 West High Street Jefferson City, MO 65102-0453	Kansas City Zoological District Chair of the Board of Directors 6800 Zoo Drive Kansas City, MO 64132
Eastgate Commerce Center Community Improvement District Attn: Community Development Director 20201 E. Jackson Drive Independence, MO 64057	

BEFORE THE
CITY COUNCIL
OF THE
CITY OF INDEPENDENCE, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
FOR THE
NEBIUS PROJECT

Sent to taxing jurisdictions: January 26, 2026

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE
NEBIUS PROJECT**

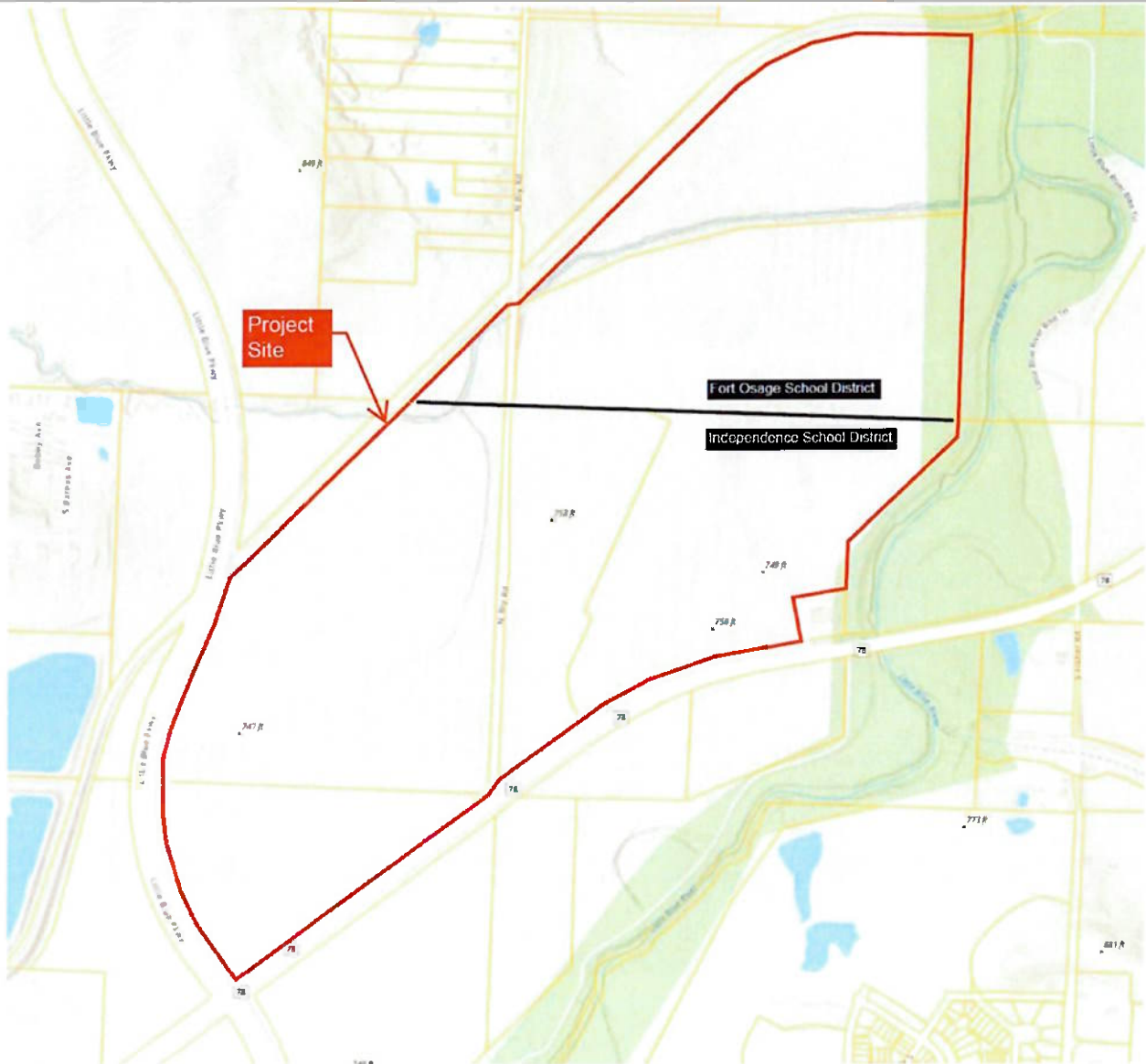
TO: CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI

The project described herein will be undertaken pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended, and Article VI, Section 27(b) of the Missouri Constitution, as amended (collectively, the "Act"). The Act authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension, improvement and equipping of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities. The operation of data center for a profit is a commercial undertaking.

Nebius, Inc., a Delaware corporation (together with its assignees or designees for purposes of implementation of this Plan, the "Company") has proposed this Plan for an industrial development project as described herein to the City of Independence, Missouri (the "City"), for approval, to be carried out pursuant to the Act and in support of said application submits the following:

1. **Description of the Project.** The Company will acquire approximately 398 acres of land in the City located at and surrounding 501 North Bly Road, Independence, Missouri 64056 (the "Project Site"). The Company plans to construct upon the Project Site a data center campus consisting of multiple buildings with a combined square footage of approximately 2,100,000 square feet, to be developed in stages currently expected to occur over a three to five-year period (the "Project Improvements"). Additionally, the Company plans to install data servers, specialized mechanical, electrical and plumbing systems, HVAC systems, and data center support equipment (the "Project Equipment," and collectively with the Project Site and the Project Improvements, the "Project") sufficient to operate a data center of approximately 800 megawatts. The location of the Project Site is depicted in the map on the following page:

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2. **Estimate of the Cost of the Project.** The total cost of the Project is estimated to be \$6,608,000,000 for the acquisition of the Project Site and the costs of the Project Improvements and an additional estimated amount of \$144,000,000,000 for the costs of the Project Equipment.
3. **Source of Funds to be Expended for the Project.** The source of funds to be expended for the Project will be the proceeds of \$150,632,000,000 estimated aggregate principal amount of taxable industrial revenue bonds (the "Bonds") to be issued in one or more series by the City for the Project and for costs of issuance of the Bonds.
4. **Statement of the Terms Upon Which the Project is to be Leased and Otherwise Disposed of by the City.** Title to the Project will be held by the City during the period of abatement. The Project will be leased (with an option to purchase) to the Company or affiliates or designees thereof under one or more leases (each a "Lessee") during the

abatement period. The lease payments under the leases will be equal to the principal and interest on the applicable series of Bonds plus certain carrying costs. The Bonds will be payable solely from the revenues derived by the City from the leases or other disposition of the Project and the Bonds will not be an indebtedness or general obligation, debt or liability of the City.

5. **General Information Concerning the Company.** The Company is a Delaware corporation that is a leading full-stack AI infrastructure company, part of the Nebius Group publicly listed on the Nasdaq Stock Market. Nebius Group is a market leader in the AI sector in Europe, the Middle East, and the United States, and is seeking to further expand into the United States with a flagship facility.
6. **Bond Purchase Arrangements.** It is expected that the Company will purchase the Bonds in the principal amount of \$150,632,000,000.
7. **Affected Taxing Jurisdictions.** Both the Independence School District and the Fort Osage School District will be affected by the Project (their respective boundaries cross the Project Site as set out in the map above). Additionally, Jackson County, Missouri, the Junior College District of Metropolitan Kansas City, Missouri, and the City will be affected by the Project. No ambulance district board operating under chapter 190 or fire protection district board operating under chapter 321 is affected by the Project. Other taxing jurisdictions affected by the Project are set out in the Cost Benefit Analysis attached hereto.
8. **Equalized Assessed Valuation.** The most recent taxable equalized assessed valuation of the Project Site is \$30,119 (2025). The estimated total equalized assessed valuation after completion of the Project for real property to be included in the Project is \$311,009,016 and for personal property to be included in the Project is \$6,951,171,480 in peak years.
9. **Cost Benefit Analysis.** Attached hereto as **Exhibit A** is the Cost Benefit Analysis on each affected taxing jurisdiction. The 2025 tax levy rates were utilized for all jurisdictions.
10. **Payments in Lieu of Taxes.** Under this Plan, payments in lieu of tax ("PILOTs") will be made as follows:

Real Property PILOTs:

In each year prior to commencement of construction and in the first year of construction, the Company will pay a PILOT for the Project Site and the Project Improvements equal to the taxes that would have been due on the Project Site were it not for implementation of this Plan. Starting with the first year after commencement of construction, a PILOT will be calculated based on the square footage of the constructed buildings multiplied by a per-square-foot PILOT set out below (provided that, during construction, such amount shall be pro-rated based on percentage of completion).

Year	PILOT Per Square Foot
Year 1	\$0.1442
Year 2	0.1442
Year 3	0.1442
Year 4	0.1442
Year 5	0.1442
Year 6	0.1442
Year 7	0.1442
Year 8	0.1442
Year 9	0.1442
Year 10	0.1442
Year 11	0.1442
Year 12	0.1442
Year 13	0.1854
Year 14	0.2369
Year 15	0.2987
Year 16	0.3914
Year 17	0.4944
Year 18	0.6386
Year 19	0.8137
Year 20	1.0403

Personal Property PILOTs:

For each item of Project Equipment, the Company will pay a PILOT in each year, starting with the year after such item of Project Equipment is installed at the Project Site and ending with the year in which such item of Project Equipment is replaced, in an amount calculated to equal to 10% of the taxes that would otherwise be due on such item of Project Equipment in that year.

The actual project implementation and abatement timing may vary from what is shown in the Cost Benefit Analysis attached hereto, but PILOTs will be imposed at the rates described above.

11. **Sales and Use Tax Exemption on Construction Materials.** Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying Bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemptions for the qualified building materials on the affected taxing jurisdictions, it is assumed that the total amount of qualified building materials purchased will be \$3,840,000,000 and that the situs of sale for tax purposes will be the site to which the materials are delivered. Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemptions on the affected taxing jurisdictions.

Based on the assumptions set forth above, the fiscal impact on the affected taxing jurisdictions of the sales and use tax exemptions for qualified building materials is as follows:

	Tax Rate	Estimated Sales/Use Tax Revenues Subject to Exemption
State of Missouri	4.225%	\$162,240,000
Jackson County		
General	0.500	19,200,000
Drug Task Force	0.250	9,600,000
Sports Complex	0.375	14,400,000
Zoo District	0.125	4,800,000
City of Independence		
General Revenue	1.000	38,400,000
Capital Improvement - Police	0.125	4,800,000
Proposition PD – Police	0.250	9,600,000
Fire Protection	0.500	19,200,000
Streets	0.500	19,200,000
Parks	0.250	9,600,000
Storm water	0.250	9,600,000
Children's Services	0.250	9,600,000
Total	8.60%	\$330,240,000

12. **Special Assessments.** The Project Site is located within the boundaries of the Eastgate Commerce Center Community Improvement District (the "CID"), which imposes a special assessment at the rate of five cents per square foot of occupiable constructed improvements within the CID. This plan shall not abate special assessments imposed on the Project Site, and payment of such special assessments shall be the responsibility of the Company.

* * *

EXHIBIT A

COST BENEFIT ANALYSIS

The Cost Benefit Analysis shows the estimated effect of the Project on taxing jurisdictions. The calendar years shown in the attached Cost Benefit Analysis are for demonstrative purposes only and Project implementation may change the calendar years affected. The Project Improvements will receive abatement for 20 years starting the year after commencement of construction of the initial building to be constructed. Each item of Project Equipment will receive abatement until it is replaced, on a rolling basis, during a total period not exceeding the duration of abatement for the Project Improvements. An estimate of the payments in lieu of taxes is included in the Cost Benefit Analysis. Allocations to taxing jurisdictions may change based on the final location of the improvements and equipment on the Project Site. Actual results will be affected by implementation timing and final investment amounts. Ownership of certain equipment located at the Project Site may be retained by a private-sector company, which will result in such equipment being taxable, potentially decreasing PILOTs shown in the Cost Benefit Analysis but increasing tax revenues to the taxing jurisdictions.

**City of Independence, Missouri
(Nebius Project)**

COST BENEFIT ANALYSIS



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This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934, as amended.

Project Assumptions

- ♦ Initial year taxes assessed (Project Site) 2

- ♦ Assessed Value of Project Site in 2025 (Agricultural) \$ 30,
- ♦ Assessed Value of Project Site in 2026 (Commercial) \$ 80,
- ♦ Assessed Value of Land and Improvements in 2027 (Commercial) \$ 19,514,
- ♦ Assessed Value of Land and Improvements in 2028 (Commercial) \$ 68,096,
- ♦ Assessed Value of Land and Improvements in 2029 (Commercial) \$ 116,680,
- ♦ Assessed Value of Land and Improvements in 2030 (Commercial) \$ 311,009,

- ♦ Biennial growth rate of appraised value of real property 2

- ♦ Annual investments of personal property

2027	\$	4,000,000,000	2037	\$	4,000,000,000
2028	\$	10,666,666,666	2038	\$	10,666,666,666
2029	\$	10,666,666,667	2039	\$	10,666,666,667
2030	\$	10,666,666,667	2040	\$	10,666,666,667
2032	\$	4,000,000,000	2042	\$	4,000,000,000
2033	\$	10,666,666,666	2043	\$	10,666,666,666
2034	\$	10,666,666,667	2044	\$	10,666,666,667
2035	\$	10,666,666,667	2045	\$	10,666,666,667

- ♦ Percent of new real and personal property investments allocable to Independence School District 89
- ♦ Percent of new real and personal property investments allocable to Fort Osage School District 10
- ♦ Assessed value as a percentage of appraised value (Project Site, undeveloped) 12
- ♦ Assessed value as a percentage of appraised value of Project Site with Project Improvements 32
- ♦ Assessed value as a percentage of appraised value of Project Equipment (personal property) 33.1
- ♦ Terms of abatement for personal property (rolling basis): 1
- ♦ Terms of abatement for real property in years 2025 and 2026: 0
- ♦ PILOT anticipated for real property:

Year	Est. PILOT
2027	18,926
2028	66,242
2029	113,558
2030	302,820
2031	302,820
2032	302,820
2033	302,820
2034	302,820
2035	302,820

Year	Est. PILOT
2037	302,820
2038	302,820
2039	389,558
2040	497,558
2041	627,558
2042	821,558
2043	1,038,558
2044	1,341,558
2045	1,341,558

- ♦ Personal Property is depreciated using the following 5 year recovery period schedule:

Year	Recovery Period in Years				
	3	5	7	10	
0	100.00%	100.00%	100.00%	100.00%	100.00%
1	75.00%	85.00%	89.29%	92.50%	95.00%
2	37.50%	59.50%	70.16%	78.62%	85.00%
3	12.50%	41.65%	55.13%	66.83%	76.00%
4	5.00%	24.99%	42.88%	56.81%	69.00%
5	5.00%	10.00%	30.63%	48.07%	62.00%
6	5.00%	10.00%	18.38%	39.33%	56.00%
7	5.00%	10.00%	10.00%	30.59%	50.00%
8	5.00%	10.00%	10.00%	21.85%	44.00%
9	5.00%	10.00%	10.00%	15.00%	38.00%
10	5.00%	10.00%	10.00%	15.00%	32.00%
11	5.00%	10.00%	10.00%	15.00%	26.00%
12	5.00%	10.00%	10.00%	15.00%	20.00%
13	5.00%	10.00%	10.00%	15.00%	15.00%
14	5.00%	10.00%	10.00%	15.00%	15.00%
15	5.00%	10.00%	10.00%	15.00%	15.00%
16	5.00%	10.00%	10.00%	15.00%	15.00%
17 and on	5.00%	10.00%	10.00%	15.00%	15.00%

Summary of Cost Benefit Analysis

Taxing Jurisdiction	Tax Rate	Projected Tax Revenues on Project Site Without Project (No Abatement)	Projected Tax Revenues Without Abatement - Real Property	Projected PILOT Amount - Real Property	Proj Ab: Real
Independence School District	5.2371	\$ 27,516	\$ 280,403,658	\$ 6,250,093	\$ 27
Fort Osage School District	6.2500	12,976	37,923,150	845,665	3
Mid-Continent Library District	0.3119	2,286	18,592,198	414,432	1
Metropolitan Junior College	0.1767	1,295	10,532,996	234,787	1
Mental Health	0.0969	710	5,776,159	128,754	
Jackson County	0.5556	4,073	33,119,030	738,244	3
City of Independence	0.6657	4,880	39,682,034	884,537	3
Board of Disabled Services	0.0728	534	4,339,570	96,732	
State of Missouri	0.0300	220	1,788,285	39,862	
Surtax	1.4370	-	85,658,396	1,908,956	8
		\$ 54,489	\$ 517,815,476	\$ 11,542,062	\$ 50

Notes:

1. The Project Site is, and the Project will be, located partially in each of two school districts. Projected tax revenues without the Project have been allocated based on existing based on anticipated location of improvements and equipment, allocated as shown on the Project Assumptions page. This allocation is subject to change with actual Project in
2. The City of Independence does not impose its property tax levies on personal property.
3. The merchants' and manufacturers' replacement tax (or surtax) is imposed only on commercial real property.

Projected Tax Revenues on Project Site Without Project (No Abatement)

Estimated Assessed Value of Project Site	\$	30,119	\$	30,119	\$	30,119	\$	30,721	\$	31,336	\$	31,336	\$	31,962	\$
Taxing Jurisdiction	Tax Rate per \$100	2025	2026	2027	2028	2029	2030	2031							
Independence School District	5.2371	\$ 1,131	\$ 1,131	\$ 1,153	\$ 1,153	\$ 1,176	\$ 1,176	\$ 1,200							
Fort Osage School District	6.2500	533	533	544	544	555	555	566							
Mid-Continent Library District	0.3119	94	94	96	96	98	98	100							
Metropolitan Junior College	0.1767	53	53	54	54	55	55	56							
Mental Health	0.0969	29	29	30	30	30	30	31							
Jackson County	0.5556	167	167	171	171	174	174	178							
City of Independence	0.6657	201	201	205	205	209	209	213							
Board of Disabled Services	0.0728	22	22	22	22	23	23	23							
State of Missouri	0.0300	9	9	9	9	9	9	10							
		\$ 2,239	\$ 2,239	\$ 2,284	\$ 2,284	\$ 2,329	\$ 2,329	\$ 2,376							

Estimated Assessed Value of Project Site	\$	33,254	\$	33,919	\$	33,919	\$	34,597	\$	34,597	\$	35,289	\$	35,289	\$
Taxing Jurisdiction	Tax Rate per \$100	2036	2037	2038	2039	2040	2041	2042							
Independence School District	5.2371	\$ 1,248	\$ 1,273	\$ 1,273	\$ 1,299	\$ 1,299	\$ 1,325	\$ 1,325							
Fort Osage School District	6.2500	589	600	600	612	612	625	625							
Mid-Continent Library District	0.3119	104	106	106	108	108	110	110							
Metropolitan Junior College	0.1767	59	60	60	61	61	62	62							
Mental Health	0.0969	32	33	33	34	34	34	34							
Jackson County	0.5556	185	188	188	192	192	196	196							
City of Independence	0.6657	221	226	226	230	230	235	235							
Board of Disabled Services	0.0728	24	25	25	25	25	26	26							
State of Missouri	0.0300	10	10	10	10	10	11	11							
		\$ 2,472	\$ 2,521	\$ 2,521	\$ 2,572	\$ 2,572	\$ 2,623	\$ 2,623							

*Without the Project, use would remain agricultural and property would not be subject to surtax.

Projected Tax Revenues Witho

Estimated Assessed Value of Project Improvements	\$	30,119	\$	80,317	\$	19,514,764	\$	68,096,867	
Taxing Jurisdiction	Tax Rate per \$100	2025	2026	2027	2028				
Independence School District	5.2371	\$	1,131	\$	3,778	\$	917,978	\$	3,203,287
Fort Osage School District	6.2500		533		511		124,150		433,224
Mid-Continent Library District	0.3119		94		251		60,867		212,394
Metropolitan Junior College	0.1767		53		142		34,483		120,327
Mental Health	0.0969		29		78		18,910		65,986
Jackson County	0.5556		167		446		108,424		378,346
City of Independence	0.6657		201		535		129,910		453,321
Board of Disabled Services	0.0728		22		58		14,207		49,575
State of Missouri	0.0300		9		24		5,854		20,429
Surtax	1.4370		-		1,154		280,427		978,552
		\$	2,239	\$	6,977	\$	1,695,209	\$	5,915,441

Estimated Assessed Value of Project Improvements	\$	336,646,161	\$	336,646,161	\$	343,379,084	\$	343,379,084
Taxing Jurisdiction	Tax Rate per \$100	2037	2038	2039	2040			
Independence School District	5.2371	\$ 15,835,888	\$ 15,835,888	\$ 16,152,606	\$ 16,152,606			
Fort Osage School District	6.2500	2,141,701	2,141,701	2,184,535	2,184,535			
Mid-Continent Library District	0.3119	1,049,999	1,049,999	1,070,999	1,070,999			
Metropolitan Junior College	0.1767	594,854	594,854	606,751	606,751			
Mental Health	0.0969	326,210	326,210	332,734	332,734			
Jackson County	0.5556	1,870,406	1,870,406	1,907,814	1,907,814			
City of Independence	0.6657	2,241,054	2,241,054	2,285,875	2,285,875			
Board of Disabled Services	0.0728	245,078	245,078	249,980	249,980			
State of Missouri	0.0300	100,994	100,994	103,014	103,014			
Surtax	1.4370	4,837,605	4,837,605	4,934,357	4,934,357			

Projected PILOT Amount - Real I

Estimated Assessed Value of Project Improvements		\$	30,119	\$	80,317	\$	19,514,764	\$	68,096,867	\$	116,680,607
Taxing Jurisdiction		Tax Rate per \$100									
		2025	2026	2027	2028	2029					
Independence School District	5.2371	\$	1,131	\$	3,778	\$	10,249	\$	35,871	\$	61,493
Fort Osage School District	6.2500		533		511		1,386		4,851		8,317
Mid-Continent Library District	0.3119		94		251		680		2,378		4,077
Metropolitan Junior College	0.1767		53		142		385		1,347		2,310
Mental Health	0.0969		29		78		211		739		1,267
Jackson County	0.5556		167		446		1,211		4,237		7,263
City of Independence	0.6657		201		535		1,450		5,076		8,702
Board of Disabled Services	0.0728		22		58		159		555		952
State of Missouri	0.0300		9		24		65		229		392
Surtax	1.4370		-		1,154		3,131		10,958		18,785
		\$	2,239	\$	6,977	\$	18,926	\$	66,242	\$	113,558

Estimated Assessed Value of Project Improvements		\$	336,646,161	\$	336,646,161	\$	343,379,084	\$	343,379,084	\$	350,246,666
Taxing Jurisdiction		Tax Rate per \$100									
		2037	2038	2039	2040	2041					
Independence School District	5.2371	\$	163,981	\$	163,981	\$	210,833	\$	269,397	\$	339,675
Fort Osage School District	6.2500		22,177		22,177		28,514		36,434		45,939
Mid-Continent Library District	0.3119		10,873		10,873		13,979		17,862		22,522
Metropolitan Junior College	0.1767		6,160		6,160		7,920		10,120		12,759
Mental Health	0.0969		3,378		3,378		4,343		5,549		6,997
Jackson County	0.5556		19,368		19,368		24,902		31,819		40,120
City of Independence	0.6657		23,206		23,206		29,836		38,124		48,070
Board of Disabled Services	0.0728		2,538		2,538		3,263		4,169		5,257
State of Missouri	0.0300		1,046		1,046		1,345		1,718		2,166
Surtax	1.4370		50,093		50,093		64,406		82,296		103,765
		\$	307,870	\$	307,870	\$	389,340	\$	497,490	\$	627,770

Projected Tax Abatement - Real F

Estimated Assessed Value of Project Improvements	\$	30,119	\$	80,317	\$	19,514,764	\$	68,096,867	\$	116,680,607	\$
Taxing Jurisdiction	Tax Rate per \$100	2025	2026	2027	2028	2029					
Independence School District	5.2371	\$ -	\$ -	\$ 907,729	\$ 3,167,416	\$ 5,427,181					
Fort Osage School District	6.2500	-	-	122,764	428,372	733,991					
Mid-Continent Library District	0.3119	-	-	60,187	210,016	359,850					
Metropolitan Junior College	0.1767	-	-	34,098	118,980	203,865					
Mental Health	0.0969	-	-	18,699	65,247	111,797					
Jackson County	0.5556	-	-	107,214	374,109	641,014					
City of Independence	0.6657	-	-	128,459	448,244	768,040					
Board of Disabled Services	0.0728	-	-	14,048	49,019	83,992					
State of Missouri	0.0300	-	-	5,789	20,200	34,612					
Surtax	1.4370	-	-	277,296	967,594	1,657,915					
		\$ -	\$ -	\$ 1,676,283	\$ 5,849,199	\$ 10,022,257					

Estimated Assessed Value of Project Improvements	\$	336,646,161	\$	336,646,161	\$	343,379,084	\$	343,379,084	\$	350,246,666	\$
Taxing Jurisdiction	Tax Rate per \$100	2037	2038	2039	2040	2041					
Independence School District	5.2371	\$ 15,671,907	\$ 15,671,907	\$ 15,941,773	\$ 15,883,208	\$ 16,135,983					
Fort Osage School District	6.2500	2,119,523	2,119,523	2,156,021	2,148,101	2,182,287					
Mid-Continent Library District	0.3119	1,039,127	1,039,127	1,057,020	1,053,137	1,069,897					
Metropolitan Junior College	0.1767	588,694	588,694	598,831	596,631	606,126					
Mental Health	0.0969	322,832	322,832	328,391	327,185	332,392					
Jackson County	0.5556	1,851,038	1,851,038	1,882,912	1,875,995	1,905,851					
City of Independence	0.6657	2,217,847	2,217,847	2,256,038	2,247,750	2,283,522					
Board of Disabled Services	0.0728	242,541	242,541	246,717	245,811	249,723					
State of Missouri	0.0300	99,948	99,948	101,669	101,296	102,908					
Surtax	1.4370	4,787,512	4,787,512	4,869,952	4,852,061	4,929,279					
		\$ 28,940,969	\$ 28,940,969	\$ 29,439,325	\$ 29,331,175	\$ 29,797,968					

Projected Tax Revenues Without

Estimated Assessed Value of Personal Property	\$ 1,133,220,000	\$ 3,815,174,000	\$ 5,692,541,800	\$ 6,951
Taxing Jurisdiction	Tax Rate per \$100	2028	2029	2030
Independence School District	5.2371	\$ 53,306,845	\$ 179,466,380	\$ 267,778,054
Fort Osage School District	6.2500	7,209,404	24,271,660	36,215,239
Mid-Continent Library District	0.3119	3,534,513	11,899,528	17,755,038
Metropolitan Junior College	0.1767	2,002,400	6,741,412	10,058,721
Mental Health	0.0969	1,098,090	3,696,904	5,516,073
Jackson County	0.5556	6,296,170	21,197,107	31,627,762
Board of Disabled Services	0.0728	824,984	2,777,447	4,144,170
State of Missouri	0.0300	339,966	1,144,552	1,707,763
		\$ 74,612,373	\$ 251,194,989	\$ 374,802,821

Estimated Assessed Value of Personal Property	\$ 3,857,925,280	\$ 5,059,138,480	\$ 6,048,061,800	\$ 6,951
Taxing Jurisdiction	Tax Rate per \$100	2038	2039	2040
Independence School District	5.2371	\$ 181,477,407	\$ 237,982,663	\$ 284,501,770
Fort Osage School District	6.2500	24,543,638	32,185,607	38,477,013
Mid-Continent Library District	0.3119	12,032,869	15,779,453	18,863,905
Metropolitan Junior College	0.1767	6,816,954	8,939,498	10,686,925
Mental Health	0.0969	3,738,330	4,902,305	5,860,572
Jackson County	0.5556	21,434,633	28,108,573	33,603,031
Board of Disabled Services	0.0728	2,808,570	3,683,053	4,402,989
State of Missouri	0.0300	1,157,378	1,517,742	1,814,419
		\$ 254,009,778	\$ 333,098,893	\$ 398,210,624

	2028	2029	2030	Personal P
2027	4,000,000,000	1,133,220,000	793,254,000	555,277,800
2028	10,666,666,666	3,021,920,000	2,115,344,000	1,480
2029	10,666,666,667		3,021,920,000	2,115

Estimated Assessed Value of Personal Property Acquired in 2027 PILOT Payment	\$1,133,220,000 10.00%	\$ 793,254,000 10.00%	\$ 555,277,800 10.00%
Estimated Assessed Value of Personal Property Acquired in 2028 PILOT Payment		\$3,021,920,000 10.00%	\$2,115,344,000 10.00%
Estimated Assessed Value of Personal Property Acquired in 2029 PILOT Payment			\$3,021,920,000 10.00%
Estimated Assessed Value of Personal Property Acquired in 2030 PILOT Payment			
Estimated Assessed Value of Personal Property Acquired in 2032 PILOT Payment			
Estimated Assessed Value of Personal Property Acquired in 2033 PILOT Payment			
Estimated Assessed Value of Personal Property Acquired in 2034 PILOT Payment			
Estimated Assessed Value of Personal Property Acquired in 2035 PILOT Payment			

Taxing Jurisdiction	Tax Rate per \$100			
	2028	2029	2030	
Independence School District	\$ 5,330,685	\$ 17,946,638	\$ 26,777,805	
Fort Osage School District	720,940	2,427,166	3,621,524	
Mid-Continent Library District	353,451	1,189,953	1,775,504	
Metropolitan Junior College	200,240	674,141	1,005,872	
Mental Health	109,809	369,690	551,607	

Estimated Assessed Value of Personal Property Acquired in 2033 PILOT Payment	\$ 355,520,000 10.00%	
Estimated Assessed Value of Personal Property Acquired in 2034 PILOT Payment	\$ 888,444,480 10.00%	\$ 355,520,000 10.00%
Estimated Assessed Value of Personal Property Acquired in 2035 PILOT Payment	\$1,480,740,800 10.00%	\$ 888,444,480 10.00%
Estimated Assessed Value of Personal Property Acquired in 2037 PILOT Payment	\$1,133,220,000 10.00%	\$ 793,254,000 10.00%
Estimated Assessed Value of Personal Property Acquired in 2038 PILOT Payment		\$3,021,920,000 10.00%
Estimated Assessed Value of Personal Property Acquired in 2039 PILOT Payment		\$3,021,920,000 10.00%
Estimated Assessed Value of Personal Property Acquired in 2040 PILOT Payment		
Estimated Assessed Value of Personal Property Acquired in 2042 PILOT Payment		
Estimated Assessed Value of Personal Property Acquired in 2043 PILOT Payment		
Estimated Assessed Value of Personal Property Acquired in 2044 PILOT Payment		

Projected Tax Abatement - Persona

Estimated Assessed Value of Personal Property Acquired in 2027 Abatement Percentage	\$1,133,220,000 90.00%	\$ 793,254,000 90.00%	\$ 555,277,800 90.00%	\$ 333,166,680 90.00%
Estimated Assessed Value of Personal Property Acquired in 2028 Abatement Percentage	\$3,021,920,000 90.00%	\$2,115,344,000 90.00%	\$1,480,740,800 90.00%	\$ 1,480,740,800 90.00%
Estimated Assessed Value of Personal Property Acquired in 2029 Abatement Percentage	\$3,021,920,000 90.00%	\$2,115,344,000 90.00%	\$1,480,740,800 90.00%	\$ 1,480,740,800 90.00%
Estimated Assessed Value of Personal Property Acquired in 2030 Abatement Percentage	\$3,021,920,000 90.00%	\$2,115,344,000 90.00%	\$1,480,740,800 90.00%	\$ 1,480,740,800 90.00%
Estimated Assessed Value of Personal Property Acquired in 2032 Abatement Percentage	\$3,021,920,000 90.00%	\$2,115,344,000 90.00%	\$1,480,740,800 90.00%	\$ 1,480,740,800 90.00%
Estimated Assessed Value of Personal Property Acquired in 2033 Abatement Percentage	\$3,021,920,000 90.00%	\$2,115,344,000 90.00%	\$1,480,740,800 90.00%	\$ 1,480,740,800 90.00%
Estimated Assessed Value of Personal Property Acquired in 2034 Abatement Percentage	\$3,021,920,000 90.00%	\$2,115,344,000 90.00%	\$1,480,740,800 90.00%	\$ 1,480,740,800 90.00%
Estimated Assessed Value of Personal Property Acquired in 2035 Abatement Percentage	\$3,021,920,000 90.00%	\$2,115,344,000 90.00%	\$1,480,740,800 90.00%	\$ 1,480,740,800 90.00%

Taxing Jurisdiction	Tax Rate per \$100	2028	2029	2030	2031
Independence School District	5.2371	\$ 47,976,161	\$ 161,519,742	\$ 241,000,248	\$ 294,285,771
Fort Osage School District	6.2500	6,488,464	21,844,494	32,593,715	39,800,236
Mid-Continent Library District	0.3119	3,181,062	10,709,575	15,979,534	19,512,633
Metropolitan Junior College	0.1767	1,802,160	6,067,271	9,052,849	11,054,448
Mental Health	0.0969	988,281	3,327,213	4,964,466	6,062,117
Jackson County	0.5556	5,666,553	19,077,396	28,464,986	34,758,638
Board of Disabled Services	0.0728	742,486	2,499,702	3,729,753	4,554,408

Projected Tax Abatement - Persona

Estimated Assessed Value of Personal Property Acquired in 2033 Abatement Percentage	\$ 355,520,000 90.00%
Estimated Assessed Value of Personal Property Acquired in 2034 Abatement Percentage	\$ 888,444,480 \$ 355,520,000 90.00% 90.00%
Estimated Assessed Value of Personal Property Acquired in 2035 Abatement Percentage	\$1,480,740,800 \$ 888,444,480 \$ 355,520,000 90.00% 90.00% 90.00%
Estimated Assessed Value of Personal Property Acquired in 2037 Abatement Percentage	\$1,133,220,000 \$ 793,254,000 \$ 555,277,800 \$ 333,166,680 90.00% 90.00% 90.00% 90.00%
Estimated Assessed Value of Personal Property Acquired in 2038 Abatement Percentage	\$3,021,920,000 \$2,115,344,000 \$1,480,740,800 90.00% 90.00% 90.00%
Estimated Assessed Value of Personal Property Acquired in 2039 Abatement Percentage	\$3,021,920,000 \$2,115,344,000 \$1,480,740,800 90.00% 90.00% 90.00%
Estimated Assessed Value of Personal Property Acquired in 2040 Abatement Percentage	\$3,021,920,000 \$2,115,344,000 \$1,480,740,800 90.00% 90.00% 90.00%

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-020 **1R** An ordinance amending Chapter 12 of the Code of Ordinances of the City of Independence, Missouri, by adding a new article prohibiting the sale of certain intoxicating Kratom derivatives and restricting the sale of Kratom products to persons twenty-one years of age or older. *(Sponsored by Mayor Rowland)* **1R Read**

Recommendations:

Council approval is recommended.

Background:

The market has recently seen an emergence of chemically processed products containing high concentrations of isolated alkaloids, specifically 7-Hydroxymitragynine (7-OH) and Pseudoindoxyl, which are distinct from the natural plant and produce potent psychoactive and intoxicating effects similar to opioids. These specific "intoxicating derivatives" pose significant health and public safety concerns distinct from traditional Kratom use.

Therefore, it is necessary to protect public health by prohibiting the sale of these specific intoxicating derivatives entirely, while simultaneously restricting access to standard Kratom products to adults twenty-one (21) years of age or older.

This ordinance, sponsored by Mayor Rowland, was discussed at the City Council Study Session held on February 9, 2026.

Emergency Justification:**Fiscal Impact:**

There is no fiscal impact.

Council Action:

Department / Contact	Council and Board /
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REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Kratom Ordinance 2-18-26
2. Kratom Ordinance 2-18-26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12 OF THE CODE OF ORDINANCES OF THE CITY OF INDEPENDENCE, MISSOURI, BY ADDING A NEW ARTICLE PROHIBITING THE SALE OF CERTAIN INTOXICATING KRATOM DERIVATIVES AND RESTRICTING THE SALE OF KRATOM PRODUCTS TO PERSONS TWENTY-ONE YEARS OF AGE OR OLDER

WHEREAS, the plant *Mitragyna speciosa*, commonly known as Kratom, has been traditionally used for various purposes; and,

WHEREAS, the market has recently seen an emergence of chemically processed products containing high concentrations of isolated alkaloids, specifically 7-Hydroxymitragynine (7-OH) and Pseudoindoxyl, which are distinct from the natural plant and produce potent psychoactive and intoxicating effects similar to opioids; and,

WHEREAS, these specific "intoxicating derivatives" pose significant health and public safety concerns distinct from traditional Kratom use; and,

WHEREAS, the City Council determines it necessary to protect public health by prohibiting the sale of these specific intoxicating derivatives entirely, while simultaneously restricting access to standard Kratom products to adults twenty-one (21) years of age or older.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

Section 1. That Chapter 12, Offenses and Penalties, of the Code of Ordinances, City of Independence, Missouri, is hereby amended by adding a new Article, to read as follows:

ARTICLE 10. KRATOM REGULATIONS

Section 12.10.010 Definitions. For the purposes of this Article, the following words and phrases shall have the meanings defined below:

1. **"Prohibited Kratom Derivative"** means any product containing alkaloids derived from the plant *Mitragyna speciosa* (Kratom) that have been isolated, extracted, or chemically modified to produce a potent intoxicating effect, specifically including:
 - a) 7-Hydroxymitragynine (7-OH) in concentrations exceeding that found naturally in the raw plant material;
 - b) Pseudoindoxyl;

- c) Any synthetic isomer or derivative of Mitragynine intended to produce psychoactive effects.
- 2. **"Kratom Product"** means any product, including food, beverages, or dietary supplements, containing any part of the leaf of the plant *Mitragyna speciosa* or an extract thereof, provided it does not contain a "Prohibited Kratom Derivative" as defined above.
- 3. **"Person"** means any individual, corporation, partnership, Limited Liability Company, or other business entity.
- 4. **"Sell" or "Sale"** means to transfer, give, exchange, or barter for any consideration.

Section 12.10.020 Ban on Sale of Prohibited Kratom Derivatives. It shall be unlawful for any person, retailer, or business entity to sell, provide, distribute, or offer for sale any Prohibited Kratom Derivative within the corporate boundaries of the City. This prohibition applies to sales to persons of any age.

Section 12.10.030 Sale of Kratom Products to Persons Under 21 Prohibited. It shall be unlawful for any person, retailer, or business entity to sell, provide, or distribute any Kratom Product to any person under the age of twenty-one (21) years.

Section 12.10.040 Proof of Age Required for Kratom Products. It shall be a specific requirement of this Article that any person selling Kratom Products must verify the age of the purchaser by inspecting a valid government-issued photo identification card containing the bearer's date of birth.

Section 12.10.050 Possession of Prohibited Kratom Derivatives. It shall be unlawful for any person to possess any Prohibited Kratom Derivative within the corporate boundaries of the City.

Section 12.10.060 Purchase or Possession of Kratom Products by Persons Under 21. It shall be unlawful for any person under the age of twenty-one (21) years to purchase, attempt to purchase, or possess any Kratom Product within the corporate boundaries of the City.

Section 12.10.070 Penalty. Any person or entity violating any provision of this Article shall be deemed guilty of an ordinance violation and, upon conviction thereof, shall be punished as provided in City Code Section 12.08.001, which allows for a fine of up to \$500.00 and incarceration for a term not to exceed six months. Each separate sale or violation shall constitute a separate offense.

Section 12.10.080 Business Licenses. For any Person who holds or applies for a business license pursuant to Chapter 5 of the City Code and is found to have violated any provision of this Article, said business license shall be subject to denial, suspension, or revocation, pursuant to City Code Section 5.01.023.

Section 2. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent

jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval pursuant to the City Charter.

PASSED THIS ____ DAY OF MARCH 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Interim City Manager

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 12 OF THE CODE OF ORDINANCES OF
THE CITY OF INDEPENDENCE, MISSOURI, BY ADDING A NEW ARTICLE
PROHIBITING THE SALE OF CERTAIN INTOXICATING KRATOM DERIVATIVES
AND RESTRICTING THE SALE OF KRATOM PRODUCTS TO PERSONS TWENTY-
ONE YEARS OF AGE OR OLDER**

WHEREAS, the plant *Mitragyna speciosa*, commonly known as Kratom, has been traditionally used for various purposes; and,

WHEREAS, the market has recently seen an emergence of chemically processed products containing high concentrations of isolated alkaloids, specifically 7-Hydroxymitragynine (7-OH) and Pseudoindoxyl, which are distinct from the natural plant and produce potent psychoactive and intoxicating effects similar to opioids; and,

WHEREAS, these specific "intoxicating derivatives" pose significant health and public safety concerns distinct from traditional Kratom use; and,

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 - b) Pseudoindoxyl;

- c) Any synthetic isomer or derivative of Mitragynine intended to produce psychoactive effects.
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Section 12.10.060 Purchase or Possession of Kratom Products by Persons Under 21. It shall be unlawful for any person under the age of twenty-one (21) years to purchase, attempt to purchase, or possess any Kratom Product within the corporate boundaries of the City.

Section 12.10.070 Penalty. Any person or entity violating any provision of this Article shall be deemed guilty of an ordinance violation and, upon conviction thereof, shall be punished as provided in City Code Section 12.08.001, which allows for a fine of up to \$500.00 and incarceration for a term not to exceed six months. Each separate sale or violation shall constitute a separate offense.

Section 12.10.080 Business Licenses. For any Person who holds or applies for a business license pursuant to Chapter 5 of the City Code and is found to have violated any provision of this Article, said business license shall be subject to denial, suspension, or revocation, pursuant to City Code Section 5.01.023.

Section 2. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent

jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval pursuant to the City Charter.

PASSED THIS ____ DAY OF MARCH 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Interim City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-021 **1R** An ordinance approving a Special Use Permit to operate a bed and breakfast at 1304 S. Maywood Avenue in Independence, Missouri. **1R Read**

Recommendations:

Commissioner Nesbitt made a motion to recommend the approval of case 25-200-09, an application for a Special Use Permit to allow a Bed and Breakfast at 1304 S. Maywood Avenue with the following conditions:

1. The Bed and Breakfast shall obtain a business license in accordance with all City Codes and comply with Section 5.01.004 (Article 1, Chapter 5) of the City Code. The business license number shall be listed on all advertisements and online platforms.
2. The business must comply with all safety and other standards required by Section 14-420 of the City Code.
3. Bed and Breakfast will comply with Article 3, Chapter 5 of the City Code.
4. The Bed and Breakfast shall secure refuse collection services from a collector who is licensed to be operating within in the City of Independence.
5. The Bed and Breakfast shall provide the following:
 - a. Map to identify escape routes;
 - b. Carbon Monoxide detection as required by code;
 - c. Child-proofed electrical outlets;
 - d. Emergency contact information for the owner or manger shall be provided to each guest and posted in each guest room;
 - e. Fire extinguishers as required by code;
 - f. Smoke detectors as required by code.
6. The B&B will have only six (6) guests at a time (except for children under 5 years of age).

A second to the motion was made by Commissioner Ashbaugh. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Ferguson – Absent

Commissioner Ashbaugh – Yes

Commissioner O'Neill – Yes

Commissioner Torres – Yes

Commissioner Young – Yes

Commissioner Wiley – Yes

The motion passed 6-0 and the application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:

PROJECT DESCRIPTION: A request by Janet Higgins for a Special Use Permit to operate a Bed and Breakfast.

Current Zoning R-12 (Two-Family Residential)

Zoning

Current Use: Single-Family Home

Proposed Use: Bed and Breakfast

Building Square Feet: 1,210-square feet

Property History:

The proposed Bed and Breakfast is located in a neighborhood of bungalows built in the 1920s. The property is located on Lots 104 and 105, Maywood Park, platted in 1921. The area was annexed into the city in 1948. The area was zoned R-2 (Two-Family Residential) in 1965. This property has been single-family-residential-use during its entire existence.

Proposal:

The Bed and Breakfast can accommodate six (6) guests (additionally including children under five years of age). The applicants intend to operate on the AirB&B platform. Because the applicants will be living on the home's first floor, they will be able to monitor guests.

Physical Characteristics of Property:

The property features a single-car wide driveway leading to a detached two-car garage southwest of the house. North of the garage is a backyard and south of the garage is a swimming pool (not to be used by guests), all within an area with a wooden privacy fence.

The applicant will occupy the master bedroom with its own bathroom. There is an additional bedroom on the main floor and a bathroom, living room, kitchen and dining room. The loft bedroom has its own living room area and a refrigerator for food if needed, so they will only need to share the bathroom on the main floor. The basement area, with rear direct exterior access for the bedroom, has its own dining area (with microwave and refrigerator) and living room.

Characteristics of the Area:

The area is a modest neighborhood of mostly bungalows on moderate-sized lots. The neighborhood is made up of predominantly single-family homes. There are no sidewalks or curbs and gutters along the street.

ANALYSIS**Consistency with *Independence for All*, Strategic Plan:**

A related goal of the Independence for All Strategic Plan is to 'increase economic prosperity of the community.'

Comprehensive Plan Tools and Policies for the Current Designation:

The City Comprehensive Plan recommends Residential Neighborhood uses for this site. This

Guiding Land Use Principle, most relevant to this particular situation, would be to, “preserve the integrity of existing neighborhoods.”

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

All utilities are present on the site and operational.

Parking:

Five parking spaces will need to be provided for the owner and their guests. There will be one of the owner’s vehicles parked in the garage and one in the driveway. The three guest cars could be parked in the driveway (or two could be parked in the driveway and one in the street). Any vehicles parked in the grass must be removed and follow city codes for parking and loading.

Floodplain/Stream Buffer:

The property is not in a federally designated flood zone, or a city defined Stream Buffer area.

Inspections, Trash Collection and Safety Provisions:

The property will need to meet all applicable permitting and Fire and Life Safety Inspection requirements. The applicants are compliant with all applicable provisions of Section 14-420 of the Unified Development Ordinance (UDO). Trash collection will be provided by Teds Trash Service. The applicant will include an Escape Route Map and an Emergency Contact Sheet to post on the property. They will provide carbon monoxide detectors, smoke detectors, the required fire extinguishers and child-proofed electrical outlets.

CIP Investments:

The city does not have any capital improvements projects planned near this area.

REVIEW CRITERIA:

Recommendations and decisions on special use permit applications must be based on consideration of all the following criteria:

1. Compatibility of the proposed use with the character of the neighborhood.

This is a residential neighborhood comprised primarily of single-family dwellings. The use of this house, as a Bed and Breakfast, should be compatible with this established neighborhood.

2. The extent to which the proposed use is compatible with the adjacent zoning and uses.

A Bed and Breakfast should have minimal impact on the area.

3. The impact of the proposed use on public facilities.

All public facilities are in place here and this proposed use is not expected to be a significantly higher consumer of water, sanitary sewer or electrical services.

- 4. The suitability of the property for the permitted uses to which it has been restricted under the applicable zoning district regulations.**

This Special Use Permit would allow for an additional use not already permitted in this R-12 residential district.

- 5. The extent to which the proposed use may injure or detrimentally affect the use of enjoyment of property in the area.**

A Bed and Breakfast is not expected to affect any of these issues.

- 6. The extent to which the proposed use will create excessive stormwater runoff, air pollution, noise pollution or other environmental harm.**

As this is a developed site, these concerns should not be an issue.

- 7. The extent to which there is a need for the use in the community.**

With no Bed and Breakfasts in this part of Independence, there may be a need for this type of business.

- 8. The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this article.**

If approved for a Special Use Permit, the application appears to satisfy the requirements of Section 14-420 of the Unified Development Ordinance (UDO).

- 9. The extent to which public facilities and services are available and adequate to meet the demand for facilities and services generated by the proposed use.**

This is along existing property, all public facilities are in place and operational.

- 10. Conformance of the proposed use to the comprehensive plan and other adopted plans and policies.**

The City's Comprehensive Plan envisions Residential Neighborhood uses for this single-family residential property.

- 11. The extent to which the use will impact sustainability or revitalization of a given area.**

This Special Use Permit may create additional investment opportunity that provides vitality to help maintain the character of the neighborhood.

Draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 25-200-09
2. SUP Staff Report 25-200-09
3. Application_Redacted
4. Narrative_Redacted
5. Notification Letter
6. Other Notification
7. Mailed Addresses
8. Notification Area
9. Affidavit
10. Main Floor and Escape Plan
11. Lower Attic and Escape Plan
12. Basement and Escape Plan
13. Parking Plan
14. Zoning Map
15. Comprehensive Plan
16. Planning Commission Meeting Minutes 01-27-26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO OPERATE A BED
AND BREAKFAST AT 1304 S. MAYWOOD AVENUE, IN INDEPENDENCE,
MISSOURI.

WHEREAS, the application submitted requests approval of a Special Use Permit to allow for a Bed and Breakfast at 1304 S. South Maywood Avenue, was referred to the Planning Commission; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a Special Use Permit by the City following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on January 27, 2026, and rendered a report to the City Council recommending the Special Use Permit be approved by a vote of 6-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request was consistent with the review criteria in Section 14-704-09; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the Special Use Permit of the said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. The following described tract of real estate is hereby declared subject to the Special Use Permit approved by this ordinance. The site is legally described as follows:

Maywood Park, Lots 104 and 105

SECTION 2. That the Special Use Permit is hereby approved with the conditions listed below.

- 1) The Bed and Breakfast shall obtain a business license in accordance with all City Codes and comply with Section 5.01.004 (Article 1, Chapter 5) of the City Code. The business license number shall be listed on all advertisements and online platforms.
- 2) The business must comply with all safety and other standards required by Section 14-420 of the City Code.
- 3) Bed and Breakfast will comply with Article 3, Chapter 5 of the City Code.
- 4) The Bed and Breakfast shall secure refuse collection services from a collector who is licensed to be operating within in the City of Independence.
- 5) The Bed and Breakfast shall provide the following:
 - a. Map to identify escape routes;
 - b. Carbon Monoxide detection as required by code;
 - c. Child-proofed electrical outlets;
 - d. Emergency contact information for the owner or manger shall be provided to each guest and posted in each guest room;
 - e. Fire extinguishers as required by code;
 - f. Smoke detectors as required by code.
- 6) The B&B will have only six (6) guests at a time (except for children under 5 years of age).

SECTION 3. Any other uses on the property described by Section 1 of this Ordinance shall be governed by the base zoning district and other applicable regulations of the Unified Development Ordinance.

SECTION 4. Nonseverability. All provisions of this ordinance are so essentially, and inseparably connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before the City Council.

SECTION 6. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 2026, BY THE CITY COUNCIL
OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Interim City Manager

MEETING DATE: January 27, 2026

STAFF: Brian L. Harker, Planner

PROJECT NAME: Janet Higgins, LLC Air B&B Bed and Breakfast

CASE NUMBER/REQUEST: **Case 25-200-09 – Special Use Permit – 1304 S. Maywood Avenue – A**
request for a Special Use Permit to operate a Bed and Breakfast.

APPLICANT/OWNER: Janet Higgins

PROPERTY ADDRESS: 1304 S. Maywood Avenue

SURROUNDING ZONINGS/LAND USES:

NSEW: R-12 (Two-Family Residential)...single-family houses

PUBLIC NOTICE:

- Letters to property owners – January 9, 2026
- Public Notice published in the Independence Examiner – January 10, 2026
- Signs posted on property – January 9, 2026

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on January 27, 2026 and the public hearing/second reading on March 16, 2026.

RECOMMENDATION

Staff recommends **APPROVAL** of this Special Use Permit request, subject to the following conditions:

1. The Bed and Breakfast shall obtain a business license in accordance with all City Codes and comply with Section 5.01.004 (Article 1, Chapter 5) of the City Code. The business license number shall be listed on all advertisements and online platforms.
2. The business must comply with all safety and other standards required by Section 14-420 of the City Code.
3. Bed and Breakfast will comply with Article 3, Chapter 5 of the City Code.
4. The Bed and Breakfast shall secure refuse collection services from a collector who is licensed to be operating within in the City of Independence.
5. The Bed and Breakfast shall provide the following:
 - a. Map to identify escape routes;
 - b. Carbon Monoxide detection as required by code;
 - c. Child-proofed electrical outlets;
 - d. Emergency contact information for the owner or manger shall be provided to each guest and posted in each guest room;
 - e. Fire extinguishers as required by code;

- g. Smoke detectors as required by code.
6. The B&B will have only six (6) guests at a time (except for children under 5 years of age).

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by Janet Higgins for a Special Use Permit to operate a Bed and Breakfast

Current and Continued Zoning: R-12 (Two-Family Residential)

Current Use: Single-Family Home

Proposed Use: Bed and Breakfast

Building Sq Ft: 1,210-square feet

Property History:

The proposed Bed and Breakfast is located in a neighborhood of bungalows built in the 1920's. The property is located on Lots 104 and 105, Maywood Park, platted in 1921. The area was annexed into the city in 1948. There area was zoned R-2 (Two-Family Residential) in 1965. This property has been single-family-residential-use during its entire existence.

Proposal:

The Bed and Breakfast can accommodate six (6) guests (additionally including children under five years of age). The applicants intend to operate on the AirB&B platform. Because the applicants will be living on the home's first floor and the easily accessible loft, they will be able to monitor guests.

Physical Characteristics of Property:

The property features a single-car wide driveway lending to a detached two-car garage southwest of the house. North of the garage is a backyard and south of the garage is a swimming pool (not to be used by the guests), all within an area with a wooden privacy fence.

The applicant will occupy the master bedroom with its own bathroom. There is an additional bedroom on the main floor and a bathroom, living room, kitchen and dining room. The loft bedroom has its own living room area and a refrigerator for food if needed, so they will only need to share the bathroom on the main floor. The basement area, with rear direct exterior access for the bedroom, has its own dining area (with microwave and refrigerator) and living room.

Characteristics of the Area:

The area is a modest neighborhood of mostly bungalows on moderate-sized lots. The neighborhood is made up of predominantly single-family homes. There is no sidewalks or curb and gutters along the street.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

A related goal from the Independence for All Strategic Plan is to 'increase economic prosperity of the community.'

Comprehensive Plan Tools and Policies for the Current Designation:

The City Comprehensive Plan recommends Residential Neighborhood uses for this site. This Guiding Land Use Principle, most relevant to this particular situation, would be to, “preserve the integrity of existing neighborhoods.”

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

All utilities are present on the site and operational.

Parking:

Five parking spaces will need to be provided for the owner and their guests. There will be one of the owner’s vehicles parked in the garage and one in the driveway. The three guest cars could be parked in the driveway (or two could be parked in the driveway and one in the street). Any vehicles parked in the grass must be removed and follow city codes for parking and loading.

Floodplain/Stream Buffer:

The property is not in a federally designated flood zone, or a city defined Stream Buffer area.

Inspections, Trash Collection and Safety Provisions:

The property will need to meet all applicable permitting and Fire and Life Safety Inspection requirements. The applicants are compliant with all applicable provisions of Section 14-420 of the Unified Development Ordinance (UDO). Trash collection will be provided by Teds Trash Service. The applicant will include an Escape Route Map and an Emergency Contact Sheet to post on the property. They will provide carbon monoxide detectors, smoke detectors, the required fire extinguishers and child-proofed electrical outlets.

CIP Investments:

The city does not have any capital improvements projects planned near this area.

REVIEW CRITERIA

Recommendations and decisions on Special Use Permit applications must be based on consideration of all the following criteria:

1. Compatibility of the proposed use with the character of the neighborhood.

This is a residential neighborhood comprised primarily of single-family dwellings. The use of this house, as a Bed and Breakfast, should be compatible with this established neighborhood.

2. The extent to which the proposed use is compatible with the adjacent zoning and uses.

A Bed and Breakfast should have minimal impact on the area.

3. The impact of the proposed use on public facilities.

All public facilities are in place here and this proposed use is not expected to be a significantly higher consumer of water, sanitary sewer or electrical services.

4. The suitability of the property for the permitted uses to which it has been restricted under the applicable zoning district regulations.

This Special Use Permit would allow for an additional use not already permitted in this R-12 residential district.

- 5. The extent to which the proposed use may injure or detrimentally affect the use of enjoyment of property in the area.**

A Bed and Breakfast is not expected to affect any of these issues.

- 6. The extent to which the proposed use will create excessive stormwater runoff, air pollution, noise pollution or other environmental harm.**

As this is a developed site, these concerns should not be an issue.

- 7. The extent to which there is a need for the use in the community.**

With no Bed and Breakfasts in this part of Independence, there may be a need for this type of business.

- 8. The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this article.**

If approved for a Special Use Permit, the application appears to satisfy the requirements of Section 14-420 of the Unified Development Ordinance (UDO).

- 9. The extent to which public facilities and services are available and adequate to meet the demand for facilities and services generated by the proposed use.**

This is an long existing property, all public facilities are in place and operational.

- 10. Conformance of the proposed use to the comprehensive plan and other adopted plans and policies.**

The City's Comprehensive Plan envisions Residential Neighborhood uses for this single-family residential property.

- 11. The extent to which the use will impact sustainability or revitalization of a given area.**

This Special Use Permit may create additional investment opportunity that provides vitality to help maintain the character of the neighborhood.

EXHIBITS

1. Special Use Permit Application
2. Narrative
3. Notification Letter
4. Other Notification
5. Address List
6. Notification Area Map
7. Affidavit
8. Floor Plan/Escape Route Main Floor
9. Floor Plan/Escape Route Lower Attic
10. Floor Plan/Escape Route Basement
11. Parking Plan
12. Zoning Map
13. Com Plan Map

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☐ Rezoning ☐ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☒ Special Use ☒ Homebased Business ☐ Short-Term Rental	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Project Name: Janet Higgins

Project Address/Location: 1304 South Maywood Ave. Independence, MO 64052

Sq. Ft. of Building: R 12 Acreage: 3 Number of Lots/Tracts: 3 Steam Buffer (Yes or No): None

Existing Zoning: R 12 Proposed Zoning: Special Use Existing Land Use: House Proposed Land Use: House B+B

Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

☐ Completed & Signed Application Form	☐ One 24" x 36" set of plans for Land Sub. & Site Dev.
☐ Application Fee	☐ One PDF copy of a plat map or site plan
☐ Cover Letter Describing Details of Project	☐ Legal Description of the property in question

Contact Information

Applicant		Owner	
Name: <u>Same as owner</u>	Company: _____	Name: <u>Janet Higgins</u>	Company: _____

Architect/Engineer/Surveyor/Other: CS Architect/Engineer/Surveyor/Other: _____

Name	Company	Name	Company
Address		Address	
Phone	Email	Phone	Email

The applicant hereby agrees that the information provided above is accurate.

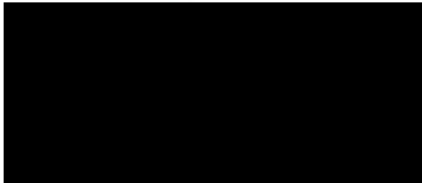
Applicant's Signature: _____	Date: _____	Owner's Signature: <u>Janet Higgins</u>	Date: _____
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Airbnb/Bed & Breakfast at 1304 South Maywood Ave

Contact

Janet Higgins
Owner

Dear Planning Commission and City Council
Of Independence, MO



I occupy my bedroom with an adjacent room and it's own bathroom and I have a backdoor entry and exit. I have one other bedroom on the main floor, bathroom, living room, dining room, and a kitchen that I will share with the guests. Guests will each have access to their own private bedroom and share the living room, bathroom, and dining area on the main floor. The attic loft area has its own living room area and a refrigerator for food if needed so they will only need to share the bathroom on the main floor. And lastly the basement area has its own dining and living area with bedroom availability that can sleep 5 if allotted too which has its own microwave and refrigerator that guests can use. Also. The downstairs has its own entry and exit door.

I have a love for entertaining and making others happy. I had the idea of starting an Airbnb/Bed and Breakfast on my front porch. I have been blessed with a home and I wanted to share my home with others. I was inspired of the thought of having people from all over the United States and other countries come stay and enjoy a hometown feel and warmth of Missouri while experiencing the city of Independence home of the Chiefs and Royals. Being close to the stadiums is a plus too. I am excited to have fans for both the Chiefs and Royals enjoy the hospitality and quaintness of my home and the city.

I am compliant with all the city requirements and will complete the process of being completely compliant with what the section 14-424 requires.

In the earlier application I provided names of my trash service, emergency contact sheet which I will provide to each guest and post in each guest room. I have carbon monoxide detectors, smoke detectors on each level of my home and fire extinguishers as required by code. I also have child proofed the electrical outlets.

Thank you for taking the time to review and except my application. I look forward to meeting all of you.

Sincerely,
Janet Higgins

Appendix B - Property Owner Notification Letter

City of Independence, Missouri

Date: 1-9-26

Case No. 25-200-09

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

☐ Rezoning

☐ Rezoning/PUD

☒ Special Use Permit

☐ Preliminary Development Plan

Proposed project description:

AR B, B, Bed & Breakfast

Applicant:

Janet Higgins

Location of Property:

1304 South Maywood Ave Independence Mo 64052

Planning Commission Meeting Date: January 27, 2025, at 6:00 p.m.

City Council Meeting Date: March 16, 2025, at 6:00 p.m.

Location of public hearings:

City Council Chambers, City Hall

111 E Maple Ave, Independence, Missouri, 64050

January 27
meeting

Location to be determined — March 16 meeting

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

Janet Higgins
Applicant (or Owner/Agent)

For more information, contact the Community Development Department at 816-325-7421.

Airbnb/Bed & Breakfast at 1304 South Maywood Ave

Contact

Janet Higgins
Owner
1304 South Maywood Ave
Independence, MO 64052

Dear Neighbors of Independence

I am writing in regards to my Airbnb/Bed and Breakfast and am letting you know as my neighbors that I will be hosting guests in my home.

I have a love for entertaining and making others happy. I had the idea of starting an Airbnb/Bed and Breakfast on my front porch. I have been blessed with a home and I wanted to share my home with others. I was inspired of the thought of having people from all over the United States and other countries come stay and enjoy a hometown feel and warmth of Missouri while experiencing the city of Independence home of the Chiefs and Royals. Being close to the stadiums is a plus too. I am excited to have fans for both the Chiefs and Royals enjoy the hospitality and quaintness of my home and the city.

I am compliant with all the city requirements and will complete the process of being completely compliant with what the section 14-424 requires.

Thank you for taking the time to read my letter.

Sincerely,
Janet Higgins

26

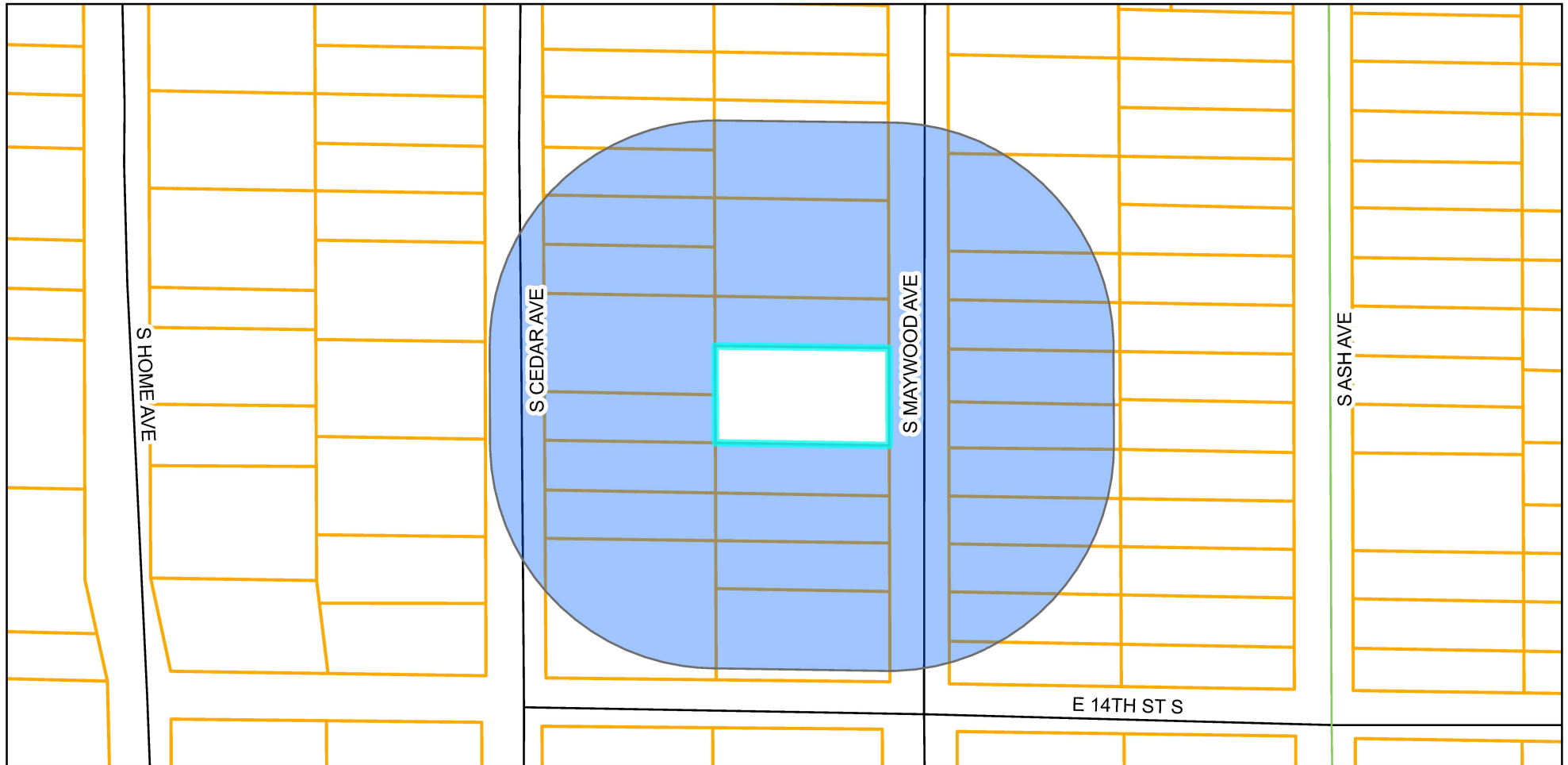
Property Address	Property Owner	Owner Address	City	State	ZIP Code
1211 S MAYWOOD AVE	Z DOCK INVESTMENTS LLC ✓	3524 NW PRIMROSE CT	LEES SUMMIT	MO	64064
1217 S CEDAR AVE	JVQA LLC ✓	903 S JONES RD	INDEPENDENCE	MO	64056
1223 S CEDAR AVE	STEWART TERRY ✓	1223 S CEDAR AVE	INDEPENDENCE	MO	64052
1224 S MAYWOOD AVE	JOHNSON MELINDA ✓	1224 S MAYWOOD AVE	INDEPENDENCE	MO	64052
1225 S CEDAR AVE	LEUNG YIM FAI ✓	7552 CHAPPELLE WAY	ELK GROVE	CA	95757
1225 S MAYWOOD AVE	CASWELL JOHN R ✓	1225 S MAYWOOD AVE	INDEPENDENCE	MO	64052
1226 S MAYWOOD AVE	CARNELL HAYDEN M ✓	1226 S MAYWOOD AVE	INDEPENDENCE	MO	64052
1229 S MAYWOOD AVE	PALMER ANGELA ✓	1229 S MAYWOOD AVE	INDEPENDENCE	MO	64052
1301 S CEDAR AVE	HERNANDEZ JOSEPH B ✓	8361 HADLEY ST	OVERLAND PARK	KS	66212
1301 S MAYWOOD AVE	WRIGHT REBECCA C ✓	1301 S MAYWOOD AVE	INDEPENDENCE	MO	64052
1303 S CEDAR AVE	HEEGN CHRISTOPHER D ✓	1303 S CEDAR AVE	INDEPENDENCE	MO	64052
1303 S MAYWOOD AVE	ABBY HICKEY SOLE BENEFIT TRUST DATED 08/23/2024 ✓	1506 NE JACLYN DR	GRAIN VALLEY	MO	64029
1305 S MAYWOOD AVE	LUJAN ASHLEY A ✓	1305 S MAYWOOD AVE	INDEPENDENCE	MO	64052
1307 S CEDAR AVE	VILLATORO ANDREA ✓	1300 WINDSOR ST	INDEPENDENCE	MO	64055
1307 S MAYWOOD AVE	KELLER KENNETH R & CAROL JUNE SHAW ✓	4235 S STATYON AVE	INDEPENDENCE	MO	64055
1308 S MAYWOOD AVE	WEST HARLEN & GAIL & RONALD R ✓	8804 S BUCKNER TARSNEY RD	OAK GROVE	MO	64075
1309 S CEDAR AVE	SHAWVER ANGELA M ✓	1309 S CEDAR AVE	INDEPENDENCE	MO	64052
1309 S MAYWOOD AVE	PERRY CARRIE A ✓	1309 S MAYWOOD AVE	INDEPENDENCE	MO	64052
1310 S MAYWOOD AVE	KCSJ REALTY LLC ✓	1166 E 67TH ST	KANSAS CITY	MO	64131
1311 S CEDAR AVE	BAHR FORREST QUINN ✓	1311 S CEDAR AVE	INDEPENDENCE	MO	64052
1311 S MAYWOOD AVE	CAMARENO JENNA ✓	1311 S MAYWOOD AVE	INDEPENDENCE	MO	64052
1312 S MAYWOOD AVE	PERRIN ROBERT J & JENNIFER M ✓	1312 S MAYWOOD AVE	INDEPENDENCE	MO	64052
1314 S MAYWOOD AVE	EXECUTIVE ACQUISITIONS LLC ✓	4967 NE GOODVIEW CIR	LEES SUMMIT	MO	64082
1315 S CEDAR AVE	BAHR DEWAIN JAMES & CHARLENE J ✓	1315 CEDAR AVE	INDEPENDENCE	MO	64052
1315 S MAYWOOD AVE	KMS ENTERPRISES LLC ✓	5225 E PIMA ST	TUCSON	AZ	85742
1317 S MAYWOOD AVE	DANNER JUSTIN ✓	655 NW 201 RD	WARRENSBERG	MO	64093



Notification Area

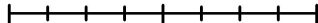
1304 S Maywood Ave

Case #25-200-09



Legend

-  Notification Area
-  Parcels

0 50 100 200 US Feet


Prepared For: Planning Commission
Meeting Date: January 13, 2026



Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-200-09

I, Janet Higgins, of lawful age being first duly sworn upon oath, state:

That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

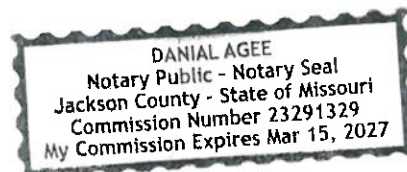
These notices were mailed on the 9 day of January, 2026

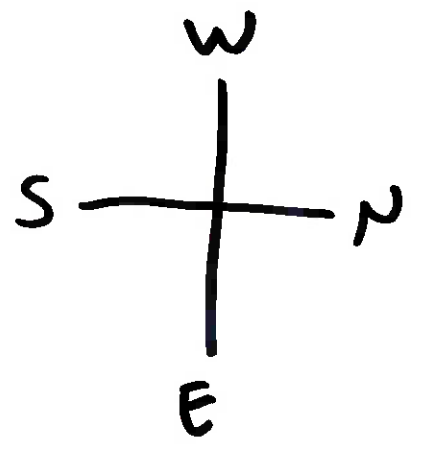
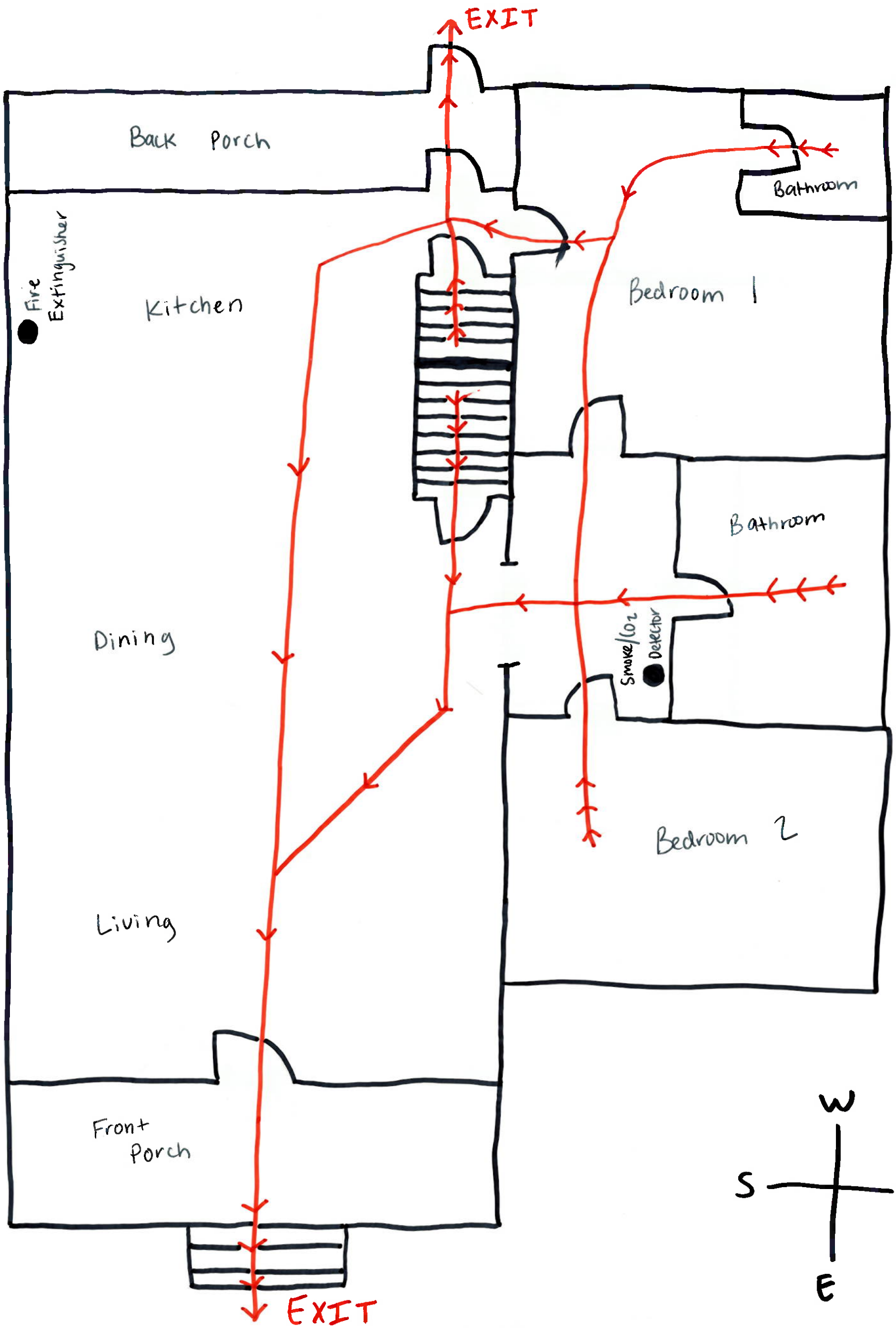
Janet Higgins
Signature of Agent, Owner or Attorney

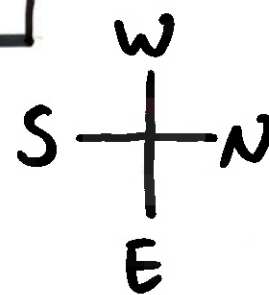
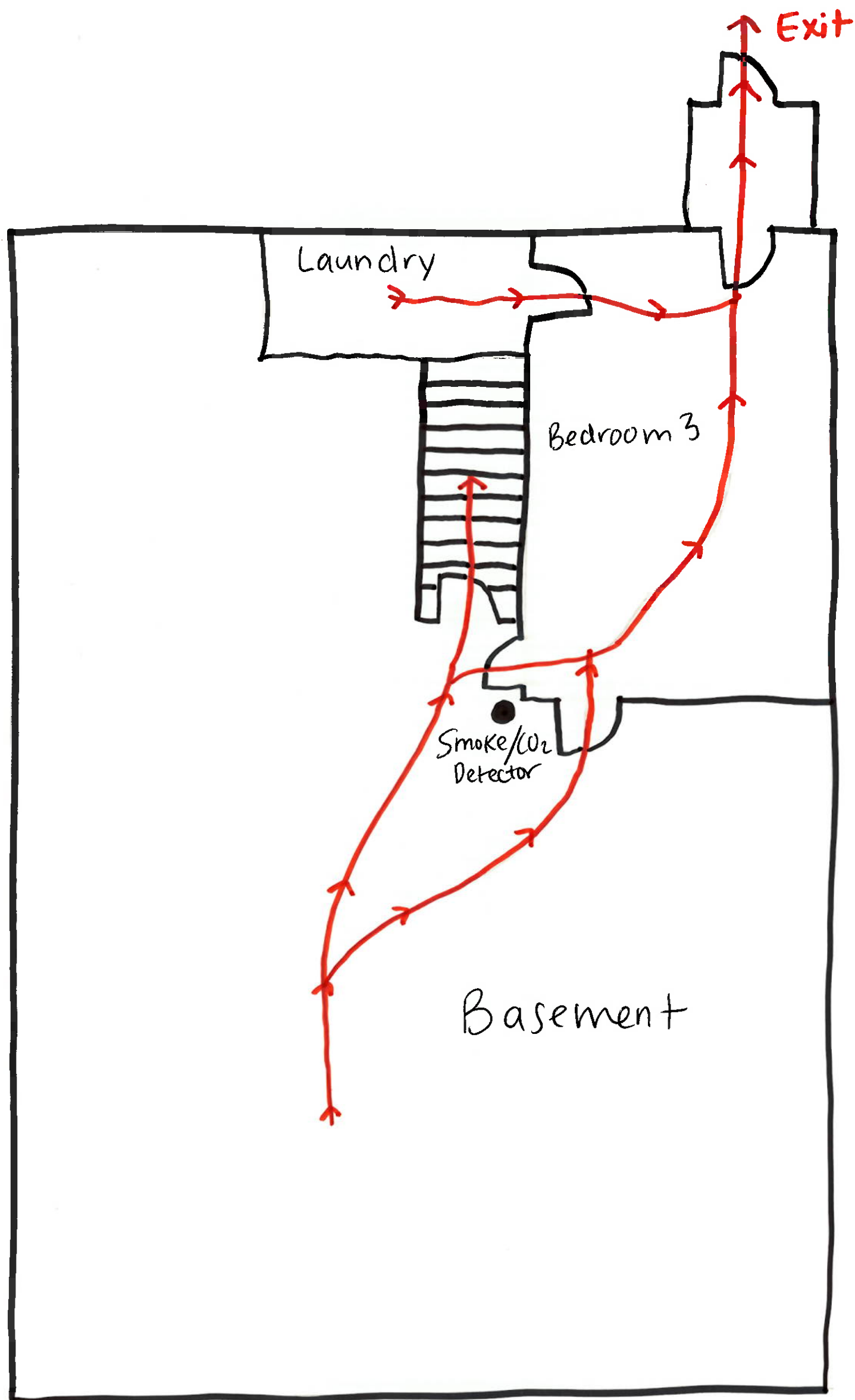
Subscribed and sworn to before me this 9th day of January, 2026

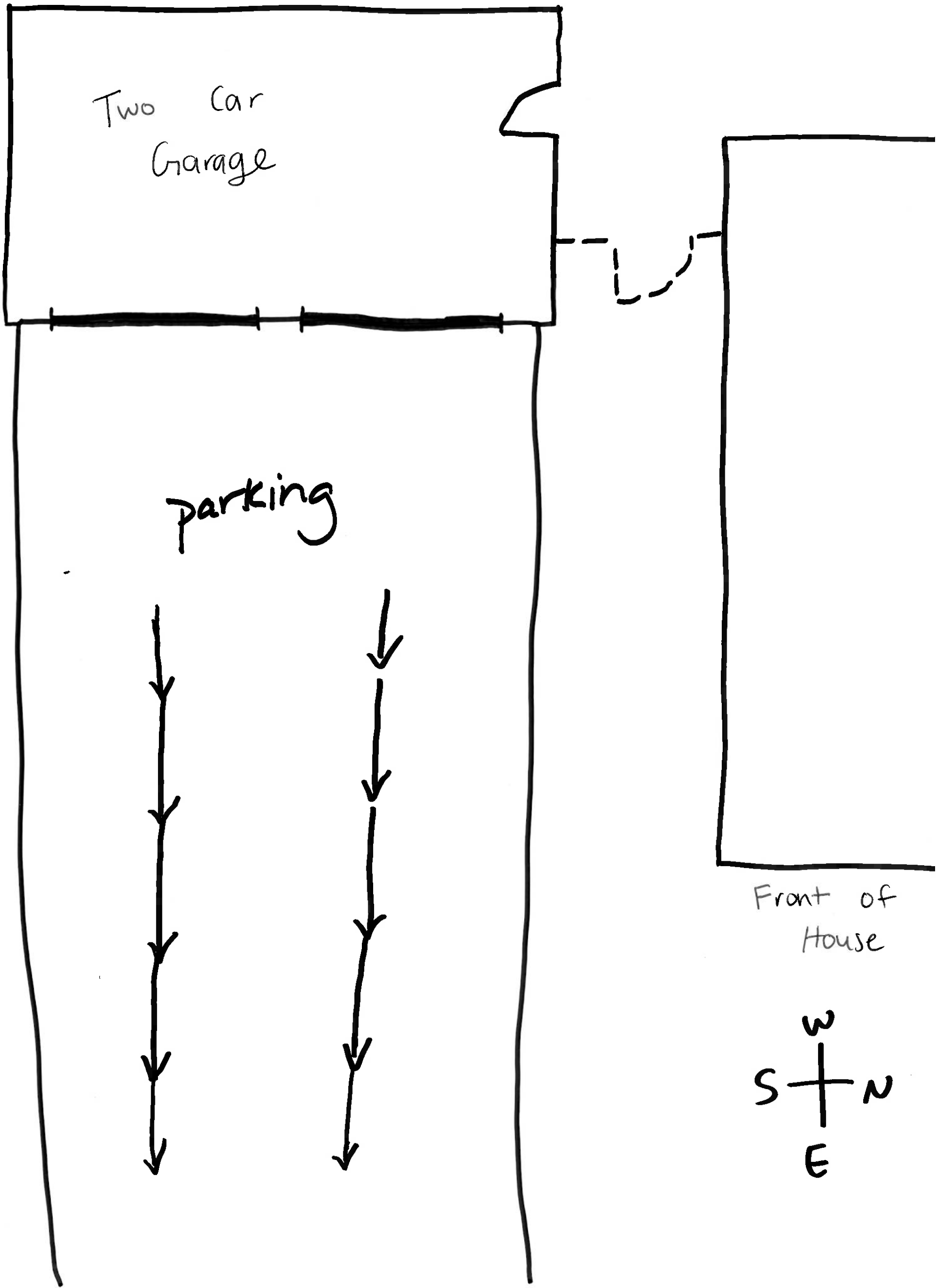
[Signature]
Notary Public

March 15, 2027
Commission Expiration Date





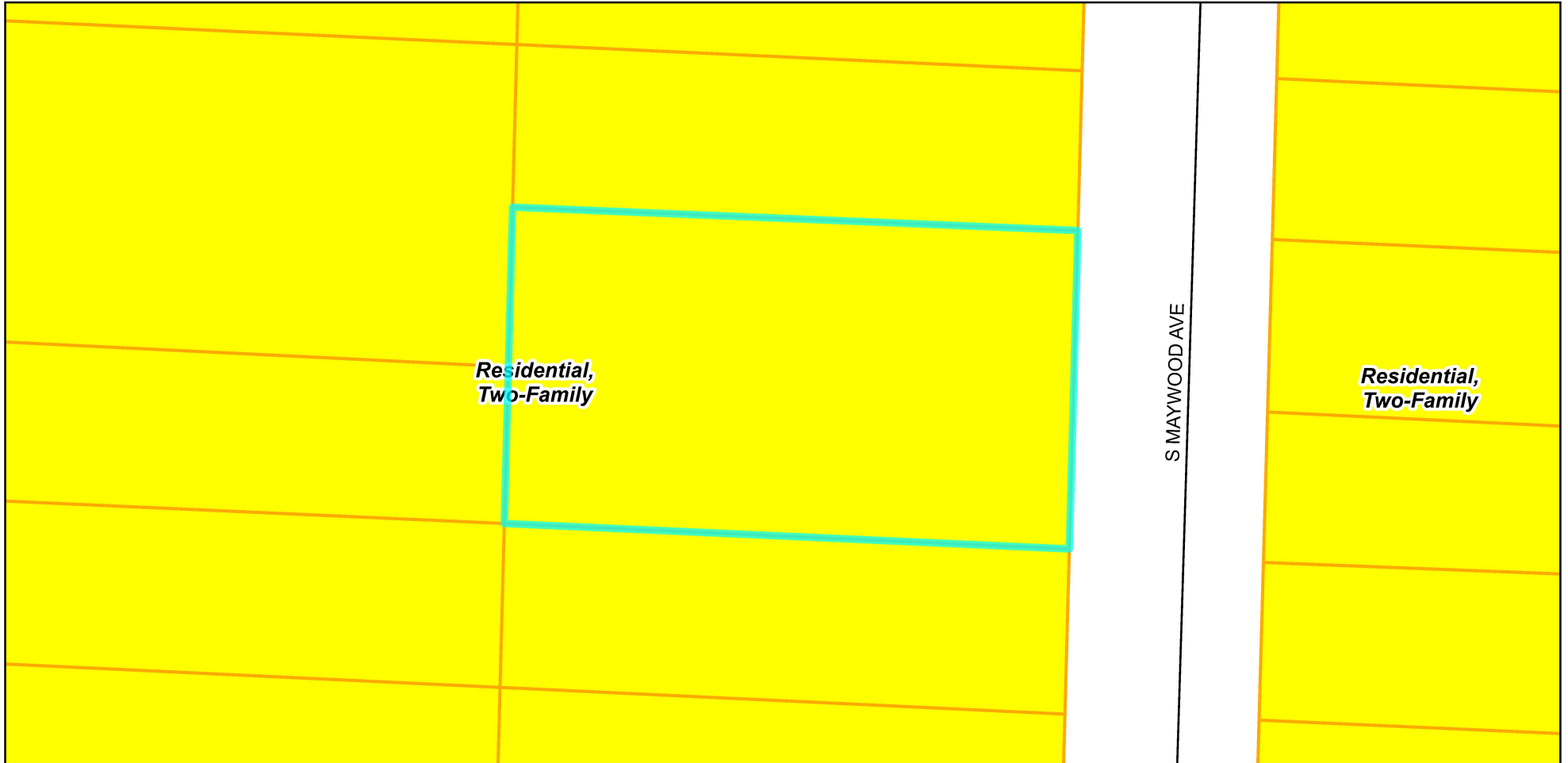




Zoning Map

1304 S Maywood Ave

Case #25-200-09



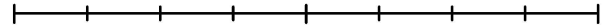
Legend

 Parcels

Zoning District

 R-12

0 37.5 75 150 US Feet



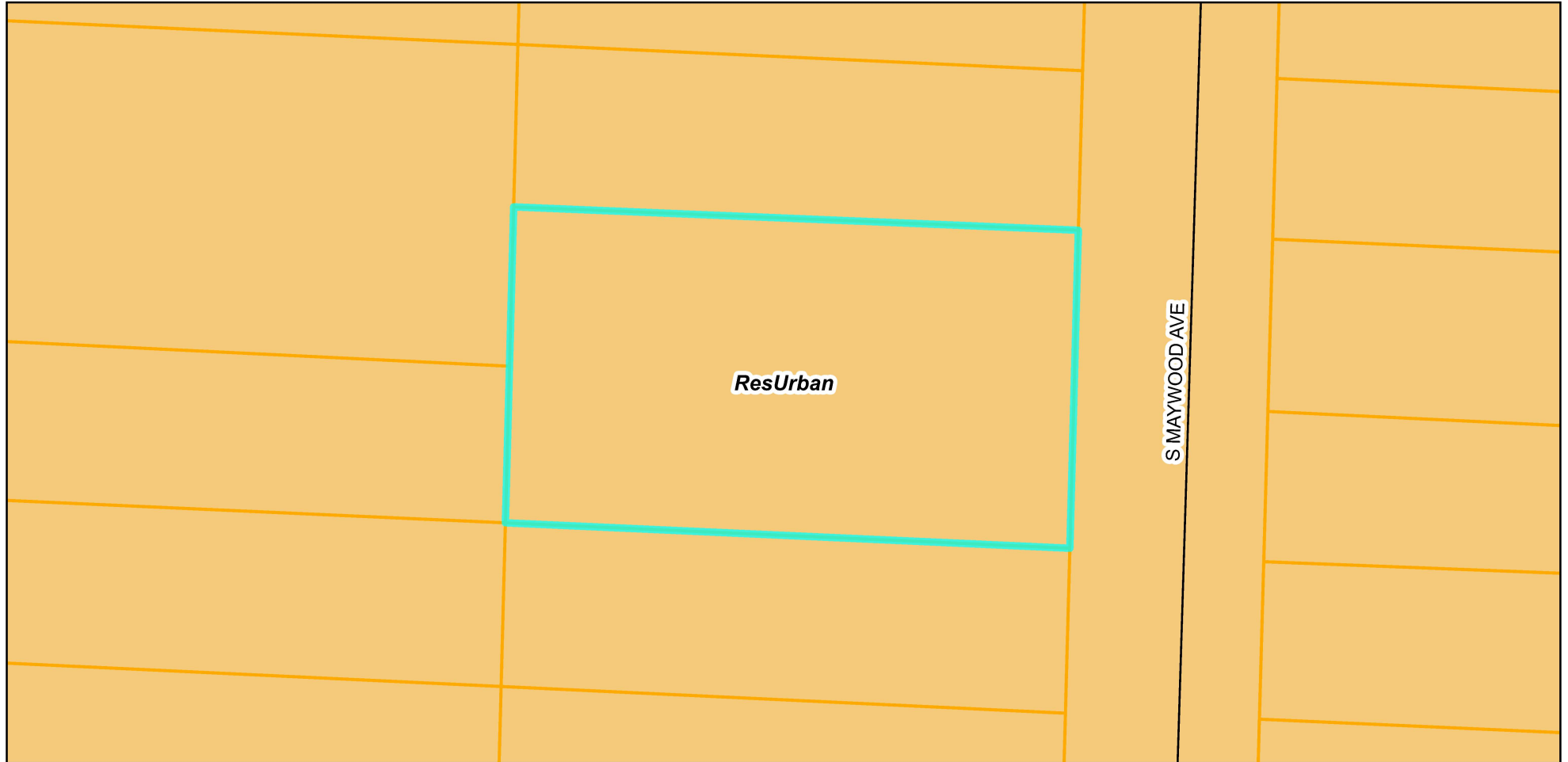
Prepared For: Planning Commission
Meeting Date: January 27, 2026



Comprehensive Plan

1304 S Maywood Ave

Case #25-200-09



Legend

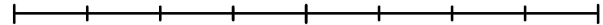


Parcels

Comprehensive
Plan

Residential
Urban
Neighborhoods

0 37.5 75 150 US Feet



Prepared For: Planning Commission
Meeting Date: January 27, 2026





Planning Commission Minutes

January 27, 2026 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 1/27/2026, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Jose Torres, Michael Young. Absent - Virginia Ferguson.

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

1. Planning Commission Minutes — January 13, 2026

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

CASE WITHDRAWN (INFORMATION ONLY - NO ACTION REQUIRED)

1. Case 26-400-02 – Short-Term Rental – 3701 S Scott Avenue – A request to operate a Short-Term Rental at the property.

PUBLIC HEARINGS

1. **Case 25-200-09 – Special Use Permit – 1304 S. Maywood Avenue** - A request by Janet Higgins for a Special Use Permit for a Bed and Breakfast.

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

In response to Commissioner O'Neill's question, Mr. Harker stated the driveway is paved.

Applicant Comments

Janet Higgins, 1304 S. Maywood Ave, appeared before the Commission regarding a Special Use Permit to operate an Airbnb/bed and breakfast at her residence. Ms. Higgins explained that she has owned the home for approximately four years and was drawn to sharing the historic property, which is over 120 years old. She described the home's character and her desire to host visitors as a way to contribute positively to the community.

Ms. Higgins stated she has hosted guests from across the United States and internationally, including Germany and Japan. Guests typically visit Independence for church conferences, sporting events, or other local attractions. She noted the property's proximity to major venues and shared that she actively encourages guests to support local businesses in Independence rather than traveling elsewhere.

Chairwoman Wiley asked about the length of time the applicant had been operating prior to licensure. Ms. Higgins acknowledged that she had operated without a license due to a lack of awareness of the City's requirements. Upon receiving notice from the City, she stated she immediately blocked bookings on the Airbnb platform while maintaining her account to avoid penalties.

Chairwoman Wiley also asked about the on-site swimming pool. Ms. Higgins confirmed the pool would not be used by guests and stated she would secure it with a locked gate. She noted that she lives on-site and is present during guest stays.

Public Comments

Michelle Dowell, 20902 E. 15th Street S, spoke in favor of the application. She described Ms. Higgins as a responsible host who takes great pride in her home and provides a positive experience for guests while supporting the local community.

Rebecca Wright, 1301 S. Maywood Ave, spoke in favor and noted that Ms. Higgins has been a positive addition to the neighborhood, maintaining the property well and contributing to the overall appearance and value of the area.\

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael

Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

OTHER BUSINESS

1. **Case 26-175-01 – UDO Amendment #78 – Accessory Buildings & Structures – A** request to amend the Unified Development Ordinance relating to accessory buildings and structures.

Staff Presentation

Mr. Arroyo presented proposed amendments to the Unified Development Ordinance (UDO). The amendments include clarifying existing regulations for accessory buildings and structures by improving language and readability while maintaining long-standing standards such as setbacks, height limits, and lot coverage requirements.

Mr. Arroyo also presented the addition of new definitions for private, semi-private, and public swimming pools to clearly distinguish between pool types and ensure consistent application of development standards.

He explained that the purpose of the amendments is to provide clearer, more user-friendly regulations for property owners, developers, and City staff; reduce ambiguity and inconsistent enforcement; and ensure swimming pools are properly classified and regulated for zoning, placement, and safety.

Mr. Arroyo noted that the proposed amendments do not substantially change existing development standards but modernize language, reflect established practices, and align definitions with common industry usage. Staff reviewed the amendments for consistency with other City regulations and identified no conflicts with existing policies.

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 26-175-02 – UDO Amendment #79 – Temporary Signs – A** request to amend the Unified Development Ordinance relating to temporary signs.

Staff Presentation

Mr. Arroyo presented a proposed amendment to the Unified Development Ordinance related to temporary opinion signs. He explained that the amendment allows temporary signs expressing the opinion of the property owner or occupant on matters of public interest, subject to specific time-based standards. Signs may be installed no more than sixty (60) days prior to an election

and must be removed within ten (10) days following the conclusion of the election.

Mr. Arroyo stated that the amendment provides clarity and predictability for residents, businesses, and enforcement staff by establishing clear temporal limits rather than relying on subjective determinations. He noted that the regulation is content-neutral and focuses solely on the timing of sign display rather than the message conveyed. Staff reviewed the amendment for consistency with other City regulations and found no conflicts with existing policies.

In response to Commissioner Nesbitt's question, Mr. Arroyo stated that the City reviewed surrounding jurisdictions and found that a sixty (60) day timeframe is the standard. Commissioner Nesbitt indicated a preference for a thirty (30) day period instead. Mr. Arroyo also noted that Code Enforcement removes signs located within the public right-of-way.

In response to Chairwoman Wiley's question, Mr. Arroyo stated this amendment is for all temporary signs and not just election signs.

Public Comments

No public comments.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING FEBRUARY 10, 2026

ADJOURNMENT

The meeting was adjourned at 6:39 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-022 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to accessory buildings & structures. **1R Read**

Recommendations:

Commissioner O'Neill made a motion to recommend approval of case 26-175-01, UDO Amendment #78 Accessory Buildings & Structures.

A second to the motion was made by Commissioner Torres. The Independence Planning Commission voted as follows:

Commissioner Ashbaugh – Yes

Commissioner Ferguson – Absent

Commissioner Nesbitt – Yes

Commissioner O'Neill – Yes

Commissioner Torres - Yes

Commissioner L. Wiley – Yes

Commissioner Young - Yes

The motion passed and the application is forwarded to the City Council for its consideration. Staff recommends approval of this amendment.

Background:

A proposed Amendment #78 to the Unified Development Ordinance (UDO) to amend and clarify the accessory building and structures regulations.

BACKGROUND AND PROPOSAL:

Accessory buildings and structures have been regulated by the City's zoning ordinance for many decades. These provisions address the placement, size, and use of structures that are incidental and subordinate to a principal building, such as detached garages, sheds, and similar structures.

The regulations for accessory buildings and structures have remained largely unchanged since their initial adoption. However, over time, questions and varying interpretations have arisen due to outdated language and the absence of certain definitions. This has created a need to clarify the standards to ensure consistency and ease of use for property owners, contractors, and staff.

Additionally, the current UDO does not include specific definitions for swimming pools, despite their long-standing presence in the community. The absence of clear definitions has occasionally caused uncertainty in enforcement and permitting.

PROPOSAL

The proposed UDO amendments include the following:

1. Clarification of Accessory Building and Structure Regulations

- Update existing provisions to improve clarity without substantially altering long-standing standards.
- Maintain core requirements such as setbacks, maximum heights, and lot coverage limitations, while improving language for readability and interpretation.

2. Addition of Swimming Pool Definitions

- Add new definitions for private, semi-private and public swimming pools to clearly differentiate between types and ensure consistent application of development standards.

The purpose of these amendments is to:

- Provide clearer, more user-friendly regulations for property owners, developers, and City staff.
- Maintain long-standing development standards while removing ambiguity.
- Ensure swimming pools are appropriately classified and provide clear regulations within the UDO.
- Reduce the potential for misinterpretation and inconsistent enforcement.

The proposed amendments do not substantially change the City's development standards for accessory buildings and structures. Instead, they modernize the language for clarity, incorporate intended and past practices, and align definitions with common industry and regulatory usage. Adding swimming pool definitions will improve the city's ability to regulate these amenities consistently, particularly with regard to placement, safety, and zoning compliance.

Staff have reviewed the amendments for consistency with other city regulations and found no conflicts with existing policies.

Draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance 26-175-01 Amend #78 Accessory Building & Structures - PDF
2. Ordinance 26-175-01 Amend #78 Accessory Building & Structures - Word
3. Staff Report Accessory Buildings & Structures UDO Amendment #78b
4. 14-201 GENERAL TERMS
5. 14- 400 ACCESSORY USES AND STRUCTURES
6. Planning Commission Meeting Minutes 01-27-26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE INDEPENDENCE CITY CODE PERTAINING TO ACCESSORY BUILDINGS & STRUCTURES.

WHEREAS, the Unified Development Ordinance was approved by the City Council on June 15, 2009, by Ordinance No. 17339 and became effective on July 1, 2009; and,

WHEREAS, after its adoption, policy issues to be addressed were discovered, and it was decided to revise these items; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for consideration of the request on January 27, 2026, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 6-0; and,

WHEREAS, City Council has authority under RSMo. Ch. 89.020 to enact and amend zoning ordinances to promote health, safety, morals, and the general welfare of the community; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the changes to the Unified Development Ordinance; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request is consistent with the review criteria in Section 14-701-01-F.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That Section 14-201-01 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

”14-201-01 General terms

Unless otherwise noted, the following words and terms shall apply to this chapter.

RECREATIONAL FACILITY, PUBLIC – An outdoor facility such as a tennis court, swimming pool, and other similar facilities that are open to all members of the community.

RECREATIONAL FACILITY, SEMIPRIVATE – An outdoor facility such as a tennis court, swimming pool, and other similar facilities that offers access to a limited, defined group of people including but not limited to residents of a specific neighborhood, apartment complex, or motel or hotel.

SWIMMING POOL, PRIVATE — A swimming pool that is located in conjunction with a single-family residence.

SWIMMING POOL, PUBLIC — A swimming pool that is operated by any public agency or private agency or person offering access to the general public.

SWIMMING POOL, SEMIPRIVATE — A swimming pool that is located in conjunction with a multiple-family housing project, apartment complex, motel or hotel or is operated for or by a homeowners' association.”

SECTION 2. That Section 14-400-01 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

“ 14-400-01 General

14-400-01-A.Time of Construction. Unless otherwise noted in this article, accessory structures must be constructed in conjunction with or after the principal building. They may not be built prior to the construction of the principal building. In R-A districts, detached accessory buildings **and structures** may be constructed prior to the principal structure only in accordance with this section.

14-400-01-C.Lot and Building/Structure Standards.

2. **Interior Setbacks.** In the R-A district, detached accessory buildings **and structures** must be set back at least 35 feet from all interior lot lines. In all other R districts, detached accessory buildings **and structures** must be set back at least five feet from all interior lot lines.
3. **Exterior Setbacks.** Accessory buildings **and structures** shall be subject to the same required setback as the primary structure. For non-corner lots, accessory buildings **and structures** shall not project past the front of the primary structure. This provision shall not apply to accessory structures on R-A and R-1 zoned properties of over five acres in size, where detached accessory buildings shall be set back at least 50 feet from all exterior lot lines.
4. **Separation.** Accessory buildings must be separated by a minimum distance of ~~ten-five~~ **(5)** feet from all other accessory and principal buildings **subject to meeting the City’s latest adopted building codes.**
5. **Height of Accessory Structures.** **Unless otherwise provided in this development ordinance,** ~~A~~ accessory structures may not exceed 25 feet in height, or the height of the principal building on the same lot, whichever is less. This provision shall not apply to accessory structures on R-A zoned properties of over ten acres in size. In any case, no structure or any appurtenances thereto shall exceed the height limitations prescribed by the Federal Aviation Agency within the flight approach zone of an airport.

6. **Building Coverage.** In R districts, detached accessory buildings may not cover more than 15 percent of the actual area of the rear yard or an area exceeding 50 percent of the building coverage of the principal building, whichever is greater, provided that at least 600 square feet of accessory building coverage is allowed on any lot in an R district. This provision shall not apply to accessory **buildings** ~~structures~~ on R-A zoned properties of over ten acres in size.”

SECTION 3. That Section 14-400-02 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

“14-400-02 Fences

14-400-02-A.General. The general regulations of this subsection apply to all fences, regardless of the zoning district in which they are located.

11. Fences around **public and semipublic recreational facilities, including but not limited to** tennis courts, swimming pools and other similar recreational facilities, are limited to ten feet in height. Such fences must comply with any other requirements of the City Code.”

SECTION 4. That Section 14-400-06 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

“14-400-06 Swimming pools

14-400-06-A.Private swimming pools that are accessory to and located on the same lot as an allowed principal residential use may not be located within:

- a. Within any required exterior setback;
- b. Within five feet of interior side lot line;
- c. Within seven feet of a rear lot line;
- d. Within ten feet of any building or structure.

Setbacks are inclusive of the concrete apron or deck surrounding the swimming pool.

14-400-06-B.All other swimming pools must comply with the setback requirements of the underlying zoning district and must be located at least 50 feet from lots occupied by **single family residence dwelling units**. **All other swimming pools shall be reviewed in accordance with this development ordinance and other applicable City Code requirements.**”

SECTION 5. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.

SECTION 6. That correction of any scriveners’ errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS _____ DAY OF _____, 2026, BY THE CITY COUNCIL OF THE
CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Interim City Manager

NOTE: Words struck through are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

BILL NO. _____

ORDINANCE NO. _____

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WHEREAS, after its adoption, policy issues to be addressed were discovered, and it was decided to revise these items; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for consideration of the request on January 27, 2026, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 6-0; and,

WHEREAS, City Council has authority under RSMo. Ch. 89.020 to enact and amend zoning ordinances to promote health, safety, morals, and the general welfare of the community; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the changes to the Unified Development Ordinance; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request is consistent with the review criteria in Section 14-701-01-F.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That Section 14-201-01 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

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SECTION 2. That Section 14-400-01 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

“ 14-400-01 General

14-400-01-A.Time of Construction. Unless otherwise noted in this article, accessory structures must be constructed in conjunction with or after the principal building. They may not be built prior to the construction of the principal building. In R-A districts, detached accessory buildings **and structures** may be constructed prior to the principal structure only in accordance with this section.

14-400-01-C.Lot and Building/Structure Standards.

2. **Interior Setbacks.** In the R-A district, detached accessory buildings **and structures** must be set back at least 35 feet from all interior lot lines. In all other R districts, detached accessory buildings **and structures** must be set back at least five feet from all interior lot lines.
3. **Exterior Setbacks.** Accessory buildings **and structures** shall be subject to the same required setback as the primary structure. For non-corner lots, accessory buildings **and structures** shall not project past the front of the primary structure. This provision shall not apply to accessory structures on R-A and R-1 zoned properties of over five acres in size, where detached accessory buildings shall be set back at least 50 feet from all exterior lot lines.
4. **Separation.** Accessory buildings must be separated by a minimum distance of ~~ten-five~~ **(5)** feet from all other accessory and principal buildings **subject to meeting the City’s latest adopted building codes.**
5. **Height of Accessory Structures.** **Unless otherwise provided in this development ordinance,** ~~A~~ accessory structures may not exceed 25 feet in height, or the height of the principal building on the same lot, whichever is less. This provision shall not apply to accessory structures on R-A zoned properties of over ten acres in size. In any case, no structure or any appurtenances thereto shall exceed the height limitations prescribed by the Federal Aviation Agency within the flight approach zone of an airport.

6. **Building Coverage.** In R districts, detached accessory buildings may not cover more than 15 percent of the actual area of the rear yard or an area exceeding 50 percent of the building coverage of the principal building, whichever is greater, provided that at least 600 square feet of accessory building coverage is allowed on any lot in an R district. This provision shall not apply to accessory **buildings structures** on R-A zoned properties of over ten acres in size.”

SECTION 3. That Section 14-400-02 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

“14-400-02 Fences

14-400-02-A.General. The general regulations of this subsection apply to all fences, regardless of the zoning district in which they are located.

11. Fences around **public and semipublic recreational facilities, including but not limited to** tennis courts, swimming pools and other similar recreational facilities, are limited to ten feet in height. Such fences must comply with any other requirements of the City Code.”

SECTION 4. That Section 14-400-06 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

“14-400-06 Swimming pools

14-400-06-A.Private swimming pools that are accessory to and located on the same lot as an allowed principal residential use may not be located within:

- a. Within any required exterior setback;
- b. Within five feet of interior side lot line;
- c. Within seven feet of a rear lot line;
- d. Within ten feet of any building or structure.

Setbacks are inclusive of the concrete apron or deck surrounding the swimming pool.

14-400-06-B.All other swimming pools must comply with the setback requirements of the underlying zoning district and must be located at least 50 feet from lots occupied by **single family residence dwelling units**. **All other swimming pools shall be reviewed in accordance with this development ordinance and other applicable City Code requirements.**”

SECTION 5. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.

SECTION 6. That correction of any scriveners’ errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS _____ DAY OF _____, 2026, BY THE CITY COUNCIL OF THE
CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Interim City Manager

NOTE: Words struck through are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

MEETING DATE: January 27, 2026

STAFF: Tom Scannell, Community Development
Director

PROJECT NAME: UDO Amendment #78

CASE NUMBER / REQUEST: **Case 26-175-01 – UDO Amendment #78 – Accessory Buildings and Structures –**
A request to amend the Unified Development Ordinance relating to accessory
buildings and structures.

APPLICANT: City of Independence

PUBLIC NOTICE:

- Public notice published in Independence Examiner – January 10, 2026

FURTHER ACTION:

Following action by the Planning Commission, this UDO Amendment is scheduled for first reading by City Council on March 2, 2026 and the public hearing/second reading on March 16, 2026.

RECOMMENDATION

Staff recommends **APPROVAL** of the proposed amendment to the Unified Development Ordinance.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION:

The city proposes Amendment #78 to the Unified Development Ordinance (UDO) to amend and clarify the accessory building and structure regulations.

BACKGROUND & HISTORY:

Accessory buildings and structures have been regulated by the City's zoning ordinance for many decades. These provisions address the placement, size, and use of structures that are incidental and subordinate to a principal building, such as detached garages, sheds, and similar structures.

The regulations for accessory buildings and structures have remained largely unchanged since their initial adoption. However, over time, questions and varying interpretations have arisen due to outdated language and the absence of certain definitions. This has created a need to clarify the standards to ensure consistency and ease of use for property owners, contractors, and staff.

Additionally, the current UDO does not include specific definitions for swimming pools, despite their long-standing presence in the community. The absence of clear definitions has occasionally caused uncertainty in enforcement and permitting.

PROPOSED AMENDMENTS

The proposed UDO amendments include the following:

1. Clarification of Accessory Building and Structure Regulations
 - Update existing provisions to improve clarity without substantially altering long-standing standards.
 - Maintain core requirements such as setbacks, maximum heights, and lot coverage limitations, while improving language for readability and interpretation.
2. Addition of Swimming Pool Definitions
 - Add new definitions for private, semi-private and public swimming pools to clearly differentiate between types and ensure consistent application of development standards.

The purpose of these amendments is to:

- Provide clearer, more user-friendly regulations for property owners, developers, and City staff.
- Maintain long-standing development standards while removing ambiguity.
- Ensure swimming pools are appropriately classified and provide clear regulations within the UDO.
- Reduce the potential for misinterpretation and inconsistent enforcement.

The proposed amendments do not substantially change the City's development standards for accessory buildings and structures. Instead, they modernize the language for clarity, incorporate intended and past practices, and align definitions with common industry and regulatory usage. Adding swimming pool definitions will improve the city's ability to regulate these amenities consistently, particularly with regard to placement, safety, and zoning compliance.

Staff have reviewed the amendments for consistency with other city regulations and found no conflicts with existing policies.

EXHIBITS

1. Section 14-201 General Terms
2. Section 14-400 Accessory Uses and Structures

14-201 GENERAL TERMS

14-201-01 General terms

Unless otherwise noted, the following words and terms shall apply to this chapter.

RECREATIONAL FACILITY, PUBLIC – An outdoor facility such as a tennis court, swimming pool, and other similar facilities that are open to all members of the community.

RECREATIONAL FACILITY, SEMIPRIVATE – An outdoor facility such as a tennis court, swimming pool, and other similar facilities that offers access to a limited, defined group of people including but not limited to residents of a specific neighborhood, apartment complex, or motel or hotel.

SWIMMING POOL, PRIVATE — A swimming pool that is located in conjunction with a single-family residence.

SWIMMING POOL, PUBLIC — A swimming pool that is operated by any public agency or private agency or person offering access to the general public.

SWIMMING POOL, SEMIPRIVATE — A swimming pool that is located in conjunction with a multiple-family housing project, apartment complex, motel or hotel or is operated for or by a homeowners' association.

14-400 ACCESSORY USES AND STRUCTURES

14-400-01 General

Accessory uses and structures are permitted in connection with any lawfully established principal use unless otherwise expressly provided in this development ordinance. Also, unless otherwise expressly stated, accessory uses and structures are subject to the same regulations as the principal use or structure.

14-400-01-A. Time of Construction. Unless otherwise noted in this article, accessory structures must be constructed in conjunction with or after the principal building. They may not be built prior to the construction of the principal building. In R-A districts, detached accessory buildings and structures may be constructed prior to the principal structure only in accordance with this section.

14-400-01-B. Subordinate Nature.

1. Accessory uses must be subordinate and clearly incidental to the principal use of the property.
2. Accessory structures must be of secondary importance and subordinate to the principal building on the property.

14-400-01-C. Lot and Building/Structure Standards.

1. **General.** The lot and building standards of the base zoning district apply to accessory structures unless otherwise expressly stated. This provision shall include the use durable building materials and not canvas, plastic, and similar materials.
2. **Interior Setbacks.** In the R-A district, detached accessory buildings and structures must be set back at least 35 feet from all interior lot lines. In all other R districts, detached accessory buildings and structures must be set back at least five feet from all interior lot lines.
3. **Exterior Setbacks.** Accessory buildings and structures shall be subject to the same required setback as the primary structure. For non-corner lots, accessory buildings and structures shall not project past the front of the primary structure. This provision shall not apply to accessory structures on R-A and R-1 zoned properties of over five acres in size, where detached accessory buildings shall be set back at least 50 feet from all exterior lot lines.
4. **Separation.** Accessory buildings must be separated by a minimum distance of ~~ten-five (5)~~ feet from all other accessory and principal buildings subject to meeting the City's latest adopted building codes.
5. **Height of Accessory Structures.** Unless otherwise provided in this development ordinance, ~~A~~ accessory structures may not exceed 25 feet in height, or the height of the principal building on the same lot, whichever is less. This provision shall not apply to accessory structures on R-A zoned properties of over ten acres in size. In any case, no structure or any appurtenances thereto shall exceed the height limitations prescribed by the Federal Aviation Agency within the flight approach zone of an airport.
6. **Building Coverage.** In R districts, detached accessory buildings may not cover more than 15 percent of the actual area of the rear yard or an area exceeding 50 percent of the building coverage of the principal building, whichever is greater, provided that at least 600 square feet of accessory building coverage is allowed on any lot in an R district. This provision shall not apply to accessory buildings structures on R-A zoned properties of over ten acres in size.
7. **Design and Appearance.** In all residential districts, the design and construction of any accessory garage, carport or storage building or shed larger than 120 square feet shall be similar to or compatible with the design and construction of the main building. The exterior building materials and colors shall be similar to the main building or shall be commonly associated with residential construction. This provision shall

not apply to accessory structures used for bona-fide agricultural activities on properties over ten acres in size.

8. **Accessory Buildings as Primary Structures, R-A District Only.** In R-A Districts, detached accessory buildings may be constructed prior to the principal structure provided that all the following conditions are met:
- (a) The subject property must be at least ten acres in size.
 - (b) The accessory building must be setback at least 200 feet from any exterior lot lines, and 100 feet from any interior lot lines.
 - (c) The use of the accessory building is limited to agricultural uses including, but not limited, to the keeping of livestock and the storage of farm machinery and equipment.

14-400-02 Fences

14-400-02-A.General. The general regulations of this subsection apply to all fences, regardless of the zoning district in which they are located.

- 1. All fences must be constructed in a workman-like manner of customary or normal fencing materials.
- 2. The materials used in fence construction must be manufactured and marketed for construction of permanent fences.
- 3. Plastic-coated, chain-link fences are allowed only in those instances where chain-link fencing is allowed.
- 4. Materials typically used for temporary fences, such as plastic, PVC, or similar materials may not be used for permanent fences.
- 5. Bright colors such as orange, yellow or red are not permitted for permanent fences.
- 6. Not more than two different types of materials may be used in the construction of any fence.
- 7. All fence support structures must be located on the inside of the fence covering material.
- 8. All fences must be maintained in a reasonable condition and vertical position, and any missing or deteriorated slats, pickets, other fencing material, or structural elements must be replaced in a timely manner with the same quality of material and workmanship.
- 9. No fence may be used to display any sign or advertising material other than a small—maximum one square foot—placard identifying the sign contractor/manufacturer. Advisory 'No Trespassing' and related safety/warning signs of two square feet or less may be posted on fences.
- 10. No private fence shall be installed on public property, including in the street right-of-way. Fences are subject to the intersection visibility standards of the Design and Construction Manual.
- 11. Fences around **public and semipublic recreational facilities, including but not limited to** tennis courts, swimming pools and other similar recreational facilities, are limited to ten feet in height. Such fences must comply with any other requirements of the City Code.
- 12. Electrically charged fences are prohibited except in the R-A district, where they may be used in conjunction with bona-fide farming activities.
- 13. Barbed wire fencing is prohibited except where it may be used in conjunction with bona-fide agricultural activities. Barbed wire fencing may also be approved as an administrative adjustment when deemed necessary to protect health and safety in association with utility structures, landfills, airports or similar facilities. When approved as an administrative adjustment, barbed wire fencing must be located

at least seven feet above grade. For the purposes of this chapter, the term "barbed wire" shall include concertina wire, razor wire, razor ribbon and other security wire types.

14-400-06 Swimming pools

14-400-06-A. Private swimming pools that are accessory to and located on the same lot as an allowed principal residential use may not be located within:

- a. Within any required exterior setback;
- b. Within five feet of interior side lot line;
- c. Within seven feet of a rear lot line;
- d. Within ten feet of any building or structure.

Setbacks are inclusive of the concrete apron or deck surrounding the swimming pool.

14-400-06-B. All other swimming pools must comply with the setback requirements of the underlying zoning district and must be located at least 50 feet from lots occupied by single family residence dwelling units. **All other swimming pools shall be reviewed in accordance with this development ordinance and other applicable City Code requirements.**



Planning Commission Minutes

January 27, 2026 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 1/27/2026, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Jose Torres, Michael Young. Absent - Virginia Ferguson.

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

1. Planning Commission Minutes — January 13, 2026

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

CASE WITHDRAWN (INFORMATION ONLY - NO ACTION REQUIRED)

1. Case 26-400-02 – Short-Term Rental – 3701 S Scott Avenue – A request to operate a Short-Term Rental at the property.

PUBLIC HEARINGS

1. **Case 25-200-09 – Special Use Permit – 1304 S. Maywood Avenue** - A request by Janet Higgins for a Special Use Permit for a Bed and Breakfast.

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

In response to Commissioner O'Neill's question, Mr. Harker stated the driveway is paved.

Applicant Comments

Janet Higgins, 1304 S. Maywood Ave, appeared before the Commission regarding a Special Use Permit to operate an Airbnb/bed and breakfast at her residence. Ms. Higgins explained that she has owned the home for approximately four years and was drawn to sharing the historic property, which is over 120 years old. She described the home's character and her desire to host visitors as a way to contribute positively to the community.

Ms. Higgins stated she has hosted guests from across the United States and internationally, including Germany and Japan. Guests typically visit Independence for church conferences, sporting events, or other local attractions. She noted the property's proximity to major venues and shared that she actively encourages guests to support local businesses in Independence rather than traveling elsewhere.

Chairwoman Wiley asked about the length of time the applicant had been operating prior to licensure. Ms. Higgins acknowledged that she had operated without a license due to a lack of awareness of the City's requirements. Upon receiving notice from the City, she stated she immediately blocked bookings on the Airbnb platform while maintaining her account to avoid penalties.

Chairwoman Wiley also asked about the on-site swimming pool. Ms. Higgins confirmed the pool would not be used by guests and stated she would secure it with a locked gate. She noted that she lives on-site and is present during guest stays.

Public Comments

Michelle Dowell, 20902 E. 15th Street S, spoke in favor of the application. She described Ms. Higgins as a responsible host who takes great pride in her home and provides a positive experience for guests while supporting the local community.

Rebecca Wright, 1301 S. Maywood Ave, spoke in favor and noted that Ms. Higgins has been a positive addition to the neighborhood, maintaining the property well and contributing to the overall appearance and value of the area.\

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael

Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

OTHER BUSINESS

1. **Case 26-175-01 – UDO Amendment #78 – Accessory Buildings & Structures – A** request to amend the Unified Development Ordinance relating to accessory buildings and structures.

Staff Presentation

Mr. Arroyo presented proposed amendments to the Unified Development Ordinance (UDO). The amendments include clarifying existing regulations for accessory buildings and structures by improving language and readability while maintaining long-standing standards such as setbacks, height limits, and lot coverage requirements.

Mr. Arroyo also presented the addition of new definitions for private, semi-private, and public swimming pools to clearly distinguish between pool types and ensure consistent application of development standards.

He explained that the purpose of the amendments is to provide clearer, more user-friendly regulations for property owners, developers, and City staff; reduce ambiguity and inconsistent enforcement; and ensure swimming pools are properly classified and regulated for zoning, placement, and safety.

Mr. Arroyo noted that the proposed amendments do not substantially change existing development standards but modernize language, reflect established practices, and align definitions with common industry usage. Staff reviewed the amendments for consistency with other City regulations and identified no conflicts with existing policies.

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 26-175-02 – UDO Amendment #79 – Temporary Signs – A** request to amend the Unified Development Ordinance relating to temporary signs.

Staff Presentation

Mr. Arroyo presented a proposed amendment to the Unified Development Ordinance related to temporary opinion signs. He explained that the amendment allows temporary signs expressing the opinion of the property owner or occupant on matters of public interest, subject to specific time-based standards. Signs may be installed no more than sixty (60) days prior to an election

and must be removed within ten (10) days following the conclusion of the election.

Mr. Arroyo stated that the amendment provides clarity and predictability for residents, businesses, and enforcement staff by establishing clear temporal limits rather than relying on subjective determinations. He noted that the regulation is content-neutral and focuses solely on the timing of sign display rather than the message conveyed. Staff reviewed the amendment for consistency with other City regulations and found no conflicts with existing policies.

In response to Commissioner Nesbitt's question, Mr. Arroyo stated that the City reviewed surrounding jurisdictions and found that a sixty (60) day timeframe is the standard. Commissioner Nesbitt indicated a preference for a thirty (30) day period instead. Mr. Arroyo also noted that Code Enforcement removes signs located within the public right-of-way.

In response to Chairwoman Wiley's question, Mr. Arroyo stated this amendment is for all temporary signs and not just election signs.

Public Comments

No public comments.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING FEBRUARY 10, 2026

ADJOURNMENT

The meeting was adjourned at 6:39 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-023 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to temporary signs. **1R Read**

Recommendations:

Commissioner Nesbit made a motion to recommend approval of case 26-175-02, UDO Amendment #79 Temporary Signs.

A second to the motion was made by Commissioner Ashbaugh. The Independence Planning Commission voted as follows:

Commissioner Ashbaugh – Yes

Commissioner Ferguson – Absent

Commissioner Nesbitt – Yes

Commissioner O'Neill – Yes

Commissioner Torres - Yes

Commissioner L. Wiley – Yes

Commissioner Young - Yes

The motion passed and the application is forwarded to the City Council for its consideration. Staff recommends approval of this amendment.

Background:

A proposed Amendment #79 to the Unified Development Ordinance (UDO) to amend and clarify the timing of temporary signs.

BACKGROUND AND PROPOSAL:

Chapter 14 of the Unified Development Ordinance establishes standards for signage throughout the City. Section 14-504-04 identifies specific sign types that may be displayed without obtaining a sign permit. Over time, questions have arisen regarding the interpretation and enforcement of temporary sign provisions—particularly those related to temporary service signs and signs expressing opinions on matters of public interest.

This amendment establishes objective, time-based criteria for the placement and removal of temporary opinion signs, ensuring consistent application of the ordinance.

PROPOSAL

The amendment allows temporary signs expressing the opinion of the owner or occupant on matters of public interest, subject to the following standards:

- Signs may be installed no more than sixty (60) days prior to the election.

- Signs must be removed within ten (10) days following the conclusion of the election.

The proposed amendment provides clarity and predictability for residents, businesses, and enforcement staff by establishing clear temporal limits rather than relying on subjective determinations. The regulation is content-neutral, focusing solely on the timing of sign display rather than the message conveyed.

Staff reviewed the amendment for consistency with other city regulations and found no conflicts with existing policies.

Draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance 26-175-02 Amend #79 Temporary Signs - PDF
2. Ordinance 26-175-02 Amend #79 Temporary Signs - Word
3. Staff Report Temp Signs UDO Amendment #79
4. 14-504-04 Temporary Signs allowed without a permit
5. Planning Commission Meeting Minutes 01-27-26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE INDEPENDENCE CITY CODE PERTAINING TO TEMPORARY SIGNS.

WHEREAS, the Unified Development Ordinance was approved by the City Council on June 15, 2009, by Ordinance No. 17339 and became effective on July 1, 2009; and,

WHEREAS, after its adoption, policy issues to be addressed were discovered, and it was decided to revise these items; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for consideration of the request on January 27, 2026, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 6-0; and,

WHEREAS, City Council has authority under RSMo. Ch. 89.020 to enact and amend zoning ordinances to promote health, safety, morals, and the general welfare of the community; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the changes to the Unified Development Ordinance; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request is consistent with the review criteria in Section 14-701-01-F.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That Section 14-504-04 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

”14-504-04 Signs allowed without a permit

The following signs are allowed without a permit, but may be subject to other regulations under this article:

14-504-04-H. The following temporary service signs are allowed on residential property in conjunction with Section 14-504-12:

3. Temporary signs may be used to express the opinion of the owner or occupant on any matter deemed by the person to be of public interest. **Said signs shall be**

installed no more than sixty (60) days prior to the scheduled election and shall be removed within ten (10) days following the conclusion of that election.

14-504-04-I. The following temporary service signs are allowed on nonresidential property in conjunction with Section 14-504-13:

3. Temporary signs may be used to express the opinion of the owner or occupant on any matter deemed by the person to be of public interest. **Said signs shall be installed no more than sixty (60) days prior to the scheduled election and shall be removed within ten (10) days following the conclusion of that election.**

SECTION 2. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.

SECTION 3. That correction of any scriveners' errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS _____ DAY OF _____, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Interim City Manager

NOTE: Words struck through are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

BILL NO. _____

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WHEREAS, after its adoption, policy issues to be addressed were discovered, and it was decided to revise these items; and,

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WHEREAS, City Council has authority under RSMo. Ch. 89.020 to enact and amend zoning ordinances to promote health, safety, morals, and the general welfare of the community; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the changes to the Unified Development Ordinance; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request is consistent with the review criteria in Section 14-701-01-F.

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SECTION 1. That Section 14-504-04 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

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14-504-04-H. The following temporary service signs are allowed on residential property in conjunction with Section 14-504-12:

3. Temporary signs may be used to express the opinion of the owner or occupant on any matter deemed by the person to be of public interest. **Said signs shall be**

installed no more than sixty (60) days prior to the scheduled election and shall be removed within ten (10) days following the conclusion of that election.

14-504-04-I. The following temporary service signs are allowed on nonresidential property in conjunction with Section 14-504-13:

3. Temporary signs may be used to express the opinion of the owner or occupant on any matter deemed by the person to be of public interest. **Said signs shall be installed no more than sixty (60) days prior to the scheduled election and shall be removed within ten (10) days following the conclusion of that election.**

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PASSED THIS _____ DAY OF _____, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Interim City Manager

NOTE: Words struck through are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

MEETING DATE: January 27, 2026

STAFF: Tom Scannell, Community Development Director

PROJECT NAME: UDO Amendment #79

CASE NUMBER / REQUEST: **Case 26-175-02 – UDO Amendment #79 – Temporary Signs** – A request to amend the Unified Development Ordinance relating to the timing of temporary signs.

APPLICANT: City of Independence

PUBLIC NOTICE:

- Public notice published in Independence Examiner – January 10, 2026

FURTHER ACTION:

Following action by the Planning Commission, this UDO Amendment is scheduled for first reading by City Council on March 2, 2026 and the public hearing/second reading on March 16, 2026.

RECOMMENDATION

Staff recommends **APPROVAL** of the proposed amendment to the Unified Development Ordinance.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION:

The city proposes Amendment #79 to the Unified Development Ordinance (UDO) to amend and clarify the timing of temporary signs.

BACKGROUND & HISTORY:

Chapter 14 of the Unified Development Ordinance establishes standards for signage throughout the City. Section 14-504-04 identifies specific sign types that may be displayed without obtaining a sign permit. Over time, questions have arisen regarding the interpretation and enforcement of temporary sign provisions—particularly those related to temporary service signs and signs expressing opinions on matters of public interest.

This amendment establishes objective, time-based criteria for the placement and removal of temporary opinion signs, ensuring consistent application of the ordinance.

PROPOSED AMENDMENTS

The amendment allows temporary signs expressing the opinion of the owner or occupant on matters of public interest, subject to the following standards:

- Signs may be installed no more than sixty (60) days prior to the election.
- Signs must be removed within ten (10) days following the conclusion of the election.

The proposed amendment provides clarity and predictability for residents, businesses, and enforcement staff by establishing clear temporal limits rather than relying on subjective determinations. The regulation is content-neutral, focusing solely on the timing of sign display rather than the message conveyed.

Staff reviewed the amendment for consistency with other city regulations and found no conflicts with existing policies.

EXHIBITS

1. Section 14-504 Sign Regulations

14-504 SIGN REGULATIONS

14-504-04 Signs allowed without a permit

The following signs are allowed without a permit, but may be subject to other regulations under this article:

14-504-04-A. Temporary signs required by a valid and applicable federal, state, or local law, regulation, or ordinance; or posted by a public agency, acting in accordance with an adopted law or ordinance. Unless expressly required by a federal or state law, such signs may not exceed the size of other temporary signs allowed at the same location. No such sign may be illuminated or animated. If the sign is freestanding, it may not have a greater height than other temporary signs allowed at the same location. Such signs must be removed when they no longer serve the purpose for which they were posted;

14-504-04-B. Signs no larger than four square feet not requiring a building permit or electrical permit and not legible from a distance of more than three feet beyond the lot line of the development site or parcel on which the sign is located;

14-504-04-C. Banners posted by a nonprofit organization conforming with Section 14-504-14-D;

14-504-04-D. Flags and flagpoles conforming with Section 14-504-14-F;

14-504-04-E. On-site signs for traffic and parking control, provided that such signs conform to the Manual of Uniform Traffic Control Devices;

14-504-04-F. Signs installed which were approved by the Heritage Commission on historic properties in conformance with the Heritage Commission's policies.

14-504-04-G. Signs of eight square feet or less which explain the historic background of the property.

14-504-04-H. The following temporary service signs are allowed on residential property in conjunction with Section 14-504-12:

1. A message pertaining to the sale or lease of the premises. A temporary real estate sign must be removed within ten days after the transfer of title or change in occupancy.
2. A message related to an occasional sale (such as a garage sale or yard sale). A temporary sign pertaining to an occasional sale must be removed within one business day following the end of the sale.
3. Temporary signs may be used to express the opinion of the owner or occupant on any matter deemed by the person to be of public interest. **Said signs shall be installed no more than sixty (60) days prior to the scheduled election and shall be removed within ten (10) days following the conclusion of that election.**
4. On-premise construction service signs, in compliance with all applicable City ordinances. Construction service signs may not be installed prior to the issuance of a permit and must be removed at the conclusion of the work or when a certificate of occupancy is issued, whichever comes first.

14-504-04-I. The following temporary service signs are allowed on nonresidential property in conjunction with Section 14-504-13:

1. A message pertaining to the sale or lease of the premises. A temporary real estate sign must be removed within ten days after the transfer of title or change in occupancy.
2. A message pertaining to the hiring of employees (i.e., "Help Wanted").

-
3. Temporary signs may be used to express the opinion of the owner or occupant on any matter deemed by the person to be of public interest. **Said signs shall be installed no more than sixty (60) days prior to the scheduled election and shall be removed within ten (10) days following the conclusion of that election.**



Planning Commission Minutes

January 27, 2026 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 1/27/2026, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Jose Torres, Michael Young. Absent - Virginia Ferguson.

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

1. Planning Commission Minutes — January 13, 2026

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

CASE WITHDRAWN (INFORMATION ONLY - NO ACTION REQUIRED)

- 1. Case 26-400-02 – Short-Term Rental – 3701 S Scott Avenue – A request to operate a Short-Term Rental at the property.**

PUBLIC HEARINGS

1. **Case 25-200-09 – Special Use Permit – 1304 S. Maywood Avenue** - A request by Janet Higgins for a Special Use Permit for a Bed and Breakfast.

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

In response to Commissioner O'Neill's question, Mr. Harker stated the driveway is paved.

Applicant Comments

Janet Higgins, 1304 S. Maywood Ave, appeared before the Commission regarding a Special Use Permit to operate an Airbnb/bed and breakfast at her residence. Ms. Higgins explained that she has owned the home for approximately four years and was drawn to sharing the historic property, which is over 120 years old. She described the home's character and her desire to host visitors as a way to contribute positively to the community.

Ms. Higgins stated she has hosted guests from across the United States and internationally, including Germany and Japan. Guests typically visit Independence for church conferences, sporting events, or other local attractions. She noted the property's proximity to major venues and shared that she actively encourages guests to support local businesses in Independence rather than traveling elsewhere.

Chairwoman Wiley asked about the length of time the applicant had been operating prior to licensure. Ms. Higgins acknowledged that she had operated without a license due to a lack of awareness of the City's requirements. Upon receiving notice from the City, she stated she immediately blocked bookings on the Airbnb platform while maintaining her account to avoid penalties.

Chairwoman Wiley also asked about the on-site swimming pool. Ms. Higgins confirmed the pool would not be used by guests and stated she would secure it with a locked gate. She noted that she lives on-site and is present during guest stays.

Public Comments

Michelle Dowell, 20902 E. 15th Street S, spoke in favor of the application. She described Ms. Higgins as a responsible host who takes great pride in her home and provides a positive experience for guests while supporting the local community.

Rebecca Wright, 1301 S. Maywood Ave, spoke in favor and noted that Ms. Higgins has been a positive addition to the neighborhood, maintaining the property well and contributing to the overall appearance and value of the area.\

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael

Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

OTHER BUSINESS

1. **Case 26-175-01 – UDO Amendment #78 – Accessory Buildings & Structures – A** request to amend the Unified Development Ordinance relating to accessory buildings and structures.

Staff Presentation

Mr. Arroyo presented proposed amendments to the Unified Development Ordinance (UDO). The amendments include clarifying existing regulations for accessory buildings and structures by improving language and readability while maintaining long-standing standards such as setbacks, height limits, and lot coverage requirements.

Mr. Arroyo also presented the addition of new definitions for private, semi-private, and public swimming pools to clearly distinguish between pool types and ensure consistent application of development standards.

He explained that the purpose of the amendments is to provide clearer, more user-friendly regulations for property owners, developers, and City staff; reduce ambiguity and inconsistent enforcement; and ensure swimming pools are properly classified and regulated for zoning, placement, and safety.

Mr. Arroyo noted that the proposed amendments do not substantially change existing development standards but modernize language, reflect established practices, and align definitions with common industry usage. Staff reviewed the amendments for consistency with other City regulations and identified no conflicts with existing policies.

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 26-175-02 – UDO Amendment #79 – Temporary Signs – A** request to amend the Unified Development Ordinance relating to temporary signs.

Staff Presentation

Mr. Arroyo presented a proposed amendment to the Unified Development Ordinance related to temporary opinion signs. He explained that the amendment allows temporary signs expressing the opinion of the property owner or occupant on matters of public interest, subject to specific time-based standards. Signs may be installed no more than sixty (60) days prior to an election

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Mr. Arroyo stated that the amendment provides clarity and predictability for residents, businesses, and enforcement staff by establishing clear temporal limits rather than relying on subjective determinations. He noted that the regulation is content-neutral and focuses solely on the timing of sign display rather than the message conveyed. Staff reviewed the amendment for consistency with other City regulations and found no conflicts with existing policies.

In response to Commissioner Nesbitt's question, Mr. Arroyo stated that the City reviewed surrounding jurisdictions and found that a sixty (60) day timeframe is the standard. Commissioner Nesbitt indicated a preference for a thirty (30) day period instead. Mr. Arroyo also noted that Code Enforcement removes signs located within the public right-of-way.

In response to Chairwoman Wiley's question, Mr. Arroyo stated this amendment is for all temporary signs and not just election signs.

Public Comments

No public comments.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING FEBRUARY 10, 2026

ADJOURNMENT

The meeting was adjourned at 6:39 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-024 **1R** An ordinance authorizing final disposition of certain city records that have met all requirements to be eligible for such disposition. **1R Read**

Recommendations:

Council approval is recommended.

Background:

Pursuant to Article 14, Section 14.7 of the City Charter, the City Council must pass an ordinance to approve the destruction of City records meeting their State required retention periods. Generally, destruction takes place twice per year. Separate ordinances are passed for destruction, one for Municipal Court records and the other for the rest of the City's non-permanent records.

Some open records not being retained by the City may be offered to local historical organizations. The records not accepted by other organizations and not being retained by the City will be destroyed by certified shredding vendors.

The Disposition Report is a compiled list of City records which have met State required retention according to the Missouri General (GS), Municipal (M), Health District (H), and Election Authority Retention Schedules. The physical records are currently being retained in the individual departments, in the Records Center in City Hall and offsite at Iron Mountain or Innerspace Storage Corporation. Other records are in electronic format only. Some departments are choosing to keep certain records longer than the minimum required time frame in order to comply with other more lengthy guidelines, and those time frames are noted rather than what is stated in the schedules.

Emergency Justification:**Fiscal Impact:**

No fiscal impact.

Council Action:

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Records Destruction Ord Spring 2026 DRAFT
2. Records Destruction March 2026 - Health-Animal Services
3. Copy of Records Destruction 2025 - Human Resources (002) (1)
4. Records Destuction Spring 2026 - Fire Dept

BILL NO. _____
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING FINAL DISPOSITION OF CERTAIN CITY RECORDS
THAT HAVE MET ALL REQUIREMENTS TO BE ELIGIBLE FOR SUCH DISPOSITION.

WHEREAS, Article 14, Section 14.7 of the Charter of the City of Independence, Missouri, mandates the destruction of any City record of account, voucher, contract, lease, insurance policy, payroll, time record, tax deed, purchase order, police or municipal court record, or other official documents by ordinance of City Council; and,

WHEREAS, the City Council, being advised that certain records have been subject to independent auditors' examination and considered in final auditors' annual reports and are no longer needed, having met the minimum time for retention established by the Missouri Secretary of State's local records retention schedules, or any other federal or City retention requirement, does desire to remove said records; and,

WHEREAS, records identified as having met retention or duplicate copies, regardless of the medium on which the records were created, stored or received, may be reclassified and retained by the City of offered to local historical organizations, government entities or libraries, if determined to be of administrative or historical value, with other records destroyed as permitted by State law and City ordinances;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Clerk is hereby authorized to direct the final disposition of the records eligible for destruction identified in Exhibit A, the Disposition Report, said report being attached hereto and incorporated by reference herein, and further, that the City Clerk shall record the action in the City Council meeting minutes upon approval of the item.

SECTION 2. That all ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

PASSED THIS ____ DAY OF MARCH 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

		Destroy
Department Specific	DESCRIPTION	
	HEALTH DEPARTMENT INSPECTION REPORTS	
	REPORTS SUBMITTED TO COUNTY OR STATE HEALTH DEPT.	
	VITAL RECORDS APPLICATIONS	
	PATIENT/CLIENT MEDICAL RECORDS (IMMUNIZATIONS)	
	ACCREDITATION RECORDS	
	COMPLIANCE PROGRAM DOCUMENTATION	
	HIPAA DOCUMENTATION	
	QUALITY IMPROVEMENT/ASSURANCE RECORDS	
	MEALS PROVIDED	
	QUALITY CONTROL RECORDS	
	REPORTS	
	INFECTION CONTROL RECORDS	
	MEDICAL INDEXES	
	PHARMACY CONTROL RECORD	
	PHARMACY RECORDS	
	PERMITS AND LICENSES, NOT BUILDING PERMITS (INCLUDES FOOD HANDLER CARDS)	
Applicable to all/most Departments	RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.	
	GENERAL CORRESPONDENCE	
	VENDOR FILES/LISTS/REGISTERS	
	WORK ORDERS/SERVICE REQUESTS (INTERNAL)	
	MEETING RECORDS- COUNCIL, BOARDS, ETC.	
	TIME & ATTENDANCE	
	LEAVE REQUESTS	
	PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.	
	SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS	
	TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES	
	POLICY AND PROCEDURE- DIRECTIVES/MANUALS	
	REQUEST AND COMPLAINT FILES- MADE BY CITIZENS	
	CONTRACTS, LEASES AND AGREEMENTS	
	EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS	
	PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.	
	VEHICLE OWNERSHIP AND MAINTENANCE RECORDS	
	EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS	
	CALENDARS AND SCHEDULING RECORDS	
	ADMINISTRATIVE REPORTS- ACTIVITY REPORTS	
	MEETING RECORDS (INTERNAL STAFF)	

Retentions Applicat

ACCIDENT REPORTS- DEPT. COPIES OF WC FILES
ACCOUNTS PAYABLE
ACCOUNTS RECEIVABLE
PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS
BANKING AND INVESTMENT
RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY
PERMITS AND LICENSES, NOT BUILDING PERMITS
BID RECORDS
INSURANCE POLICY RECORDS
PAYROLL RECORDS
EXPENSE REIMBURSEMENT
FRANCHISES: UTILITIES, CABLE TV, ETC.
DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.

Re	
RECORD SERIES	DESCRIPTION
ADMINISTRATIVE	PAYROLL
ADMINISTRATIVE	CASH RECEIPTS
ADMINISTRATIVE	BUDGET RECORDS
ADMINISTRATIVE	GRANT RECORDS

HEALTH DEPARTMENT	
Action Ready-March 2026 Destruction	
RECORDS TO THE END OF	SERIES CODE
2018	HDH0001
2020	HDH0002
2018	HDH0005
2013	HDH0010
2 REACCREDITATION CYCLES	HDH0100
2013	HDH0102
2017	HDH0104
2020	HDH0107
COMPLETION OF AUDIT	HDH0300
2021	HDH0503
2021	HDH0504
2018	HDH0602
PERMANENT	HDH0603
2021	HDH0700
2018	HDH0701
2021	GS050
2016/2022	GS011
2022	GS012
SUPERSEDED/OBSOLETE	GS019
2020	GS020
PERMANENT	GS021
2018	GS028
2018	GS029
SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
DISPOSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047
2020	GS049
2018/2022	GS060
AS NEEDED	GS061
2020	GS065
SALE OF VEHICLE	GS067
LIFE OF EQUIPMENT	GS069
2022	GS072
2020-2018	GS076
2020	GS085

2018	M0001
2016/2018	GS007
2016/2018	GS008
2018	GS009
2016/2018/2022	GS010
2016/2022	GS011
2022	GS015
PERMANENT/2020/2022	GS040
2021	GS050
2018/2020	GS055
2017	GS056
1953-1948/2018	GS068
2016/2022	GS070
2018	M0022
2020	M0713

Records Center Items-March 2026 Destruction

RECORDS TO THE END OF	SERIES CODE
2018	
2018	
2016	
2018	

Additional Records-March 2026 Destruction

	Box Count
CITY RETENTION	
COMPLETION OF AUDIT	2
3 YEARS	
COMPLETION OF AUDIT	
10 YEARS OR IF UNDER AGE 23, RETAIN UNTIL AGE 23 OR 10 YEARS	
2 REACCREDITATION CYCLES	
10 YEARS	
6 YEARS	20
3 YEARS	
COMPLETION OF AUDIT	
2 YEARS	
2 YEARS	14
5 YEARS	
PERMANENT	
2 YEARS	
5 YEARS	
2 YEARS AFTER EXPIRATION	
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	
1 YEAR	
DESTROY WHEN SUPERSEDED OR OBSOLETE	
3 YEARS	
PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR	
5 YEARS	
5 YEARS	
BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY	
AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE	
UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY	
ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.	
3 YEARS AFTER FINAL DISPOSITION	
5 YEARS FROM END OF PROJECT CONSTRUCTION. PREVAILING WAGE DOCUMENTATION-1 YEAR AFTER OF COMPLETION OF CONTRACT.	
RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATION	
3 YEARS	
UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED	
RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER	
1 YEAR	
3-5 YEARS	
3 YEARS	

5 YEARS AFTER CASE CONCLUDED	
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
5 YEARS	
7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES	
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	
1 YEAR	
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.	
2 YEARS AFTER EXPIRATION	
5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS	
6 YEARS - CLAIMS HANDLED BY LAW DEPT.	
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS	1
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES	
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS	
LIFE OF EQUIPMENT PLUS 3 YEARS	

RETENTION	
2022	
2022	
2022	
2022	

HUM	
Destruction	
Department Specific	DESCRIPTION
	EMPLOYEE PERSONNEL RECORDS- THE MASTER RECORD LOCATED IN HR
	-DEPT. COPIES OF PERSONNEL DOCUMENTS
	EQUAL EMPLOYMENT OPPORTUNITY RECORDS
	EMPLOYMENT ELIGIBILITY VERIFICATION FORMS
	EMPLOYEE BENEFIT RECORDS- LAGERS, SUPPLEMENTAL INSURANCE, YEAR-END LEAVE BALANCE REPORTS
	EMPLOYEES' WITHHOLDING ALLOWANCE CERTIFICATES
	DRUG TESTING RECORDS
	EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
	EMPLOYMENT RECRUITMENT & SELECTION RECORDS
	POSITION DESCRIPTION, CLASSIFICATION AND COMPENSATION RECORDS
	TRAINING RECORDS- MANUALS, VIDEOS, ETC.
	UNEMPLOYMENT INSURANCE CASE FILES
	HEALTH POLICY DOCUMENTATION (RELATED TO HIPAA)
	TEMPORARY EMPLOYEE FILES
	RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
	GENERAL CORRESPONDENCE
	VENDOR FILES/LISTS/REGISTERS
	WORK ORDERS/SERVICE REQUESTS (INTERNAL)
	MEETING RECORDS- COUNCIL, BOARDS, ETC.
	TIME & ATTENDANCE
	LEAVE REQUESTS

Retentions Applicable to all/most Departments

PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.
SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS
TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES
POLICY AND PROCEDURE- DIRECTIVES/MANUALS
REQUEST AND COMPLAINT FILES- MADE BY CITIZENS
CONTRACTS, LEASES AND AGREEMENTS
EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
VEHICLE OWNERSHIP AND MAINTENANCE RECORDS
EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
CALENDARS AND SCHEDULING RECORDS
ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
MEETING RECORDS (INTERNAL STAFF)
ACCIDENT REPORTS- DEPT. COPIES OF WC FILES
ACCOUNTS PAYABLE
ACCOUNTS RECEIVABLE
PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS
BANKING AND INVESTMENT
RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY
PERMITS AND LICENSES, NOT BUILDING PERMITS
BID RECORDS
INSURANCE POLICY RECORDS
PAYROLL RECORDS
EXPENSE REIMBURSEMENT
FRANCHISES: UTILITIES, CABLE TV, ETC.
DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.

Addit

MAN RESOURCES DEPARTMENT

Ready-2025 End of Year Destruction

RECORDS TO THE END OF	SERIES CODE
2015/2005	GS026
2024	
PERMANENT/2021/2024	GS030
2022/2024	GS031
1947/2022	GS032
2020	GS035
2020/2024/2018	GS043
2020	GS061
2021/2024	GS062
2024	GS063
SUPERSEDED/2024/2020	GS064
2023	GS090
2019	GS100
2020	GS114
2018/2024	GS011
2024	GS012
SUPERSEDED/OBSOLETE	GS019
2024	GS020
PERMANENT	GS021
2020	GS028
2020	GS029

SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
POSITION OF EQUIPMENT/WARRANT	GS039
SUPERSEDED/PERMANENT	GS047
2022	GS049
2020/2024	GS060
AS NEEDED	GS061
2022	GS065
SALE OF VEHICLE	GS067
LIFE OF EQUIPMENT	GS069
2024	GS072
2022-2020	GS076
2022	GS085
2020	M0001
2018/2020	GS007
2018/2020	GS008
2020	GS009
2018/2020/2024	GS010
2018/2024	GS011
2024	GS015
PERMANENT/2022/2024	GS040
2023	GS050
2020/2022	GS055
2019	GS056
1952-1947/2020	GS068
2018/2024	GS070
2020	M0022
2022	M0713

Additional Records-2025 End of Year Destruction

	Box Count
CITY RETENTION	
MASTER PERSONNEL FILE, DATE OF SEPARATION + 10 YEARS; EMPLOYMENT SUMMARY, DATE OF	
SEPARATION + 20 YEARS	
1 YEAR FROM DATE OF SEPARATION, THEN TRANSFER TO HR FOR EVALUATION	
PERMANENT- PLANS, POLICIES, UPDATES; 3 YEARS- COMPLAINTS AND OTHER RECORDS	
3 YEARS FROM DATE OF HIRE, OR 1 YEAR AFTER DATE OF SEPARATION, WHICHEVER IS LATER	
75 YEARS- YEAR-END LEAVE BALANCE REPORTS, COPIES OF RETIREMENT ENROLLMENT FORMS; 3 YRS. AFTER SEPARATION- OTHER RECORDS	1
5 YEARS AFTER SUPERSEDED OR EMPLOYEE SEPARATION	
5 YEARS- POSITIVE RESULTS; 1 YEAR- NEGATIVE RESULTS. IF FILED WITH EMPLOYEE MEDICAL RECORDS, RETAIN 7 YEARS AFTER SEPARATION.	
5 YEARS AFTER FINAL DISPOSITION, OR ADD TO PERSONNEL FILE	
3 YEARS- ANNOUNCEMENTS, JOB DESCRIPTIONS, TESTS AND RATINGS; 1 YEAR AFTER POSITION FILLED- UNSUCCESSFUL APPLICATIONS AND OTHER RECORDS; 6 MONTHS- UNSOLICITED APPLICATIONS AND RESUMES IF NOT RETURNED TO SOLICITOR.	
3 YEARS AFTER OBSOLETE OR SUPERSEDED	1
1) TRAINING MATERIALS, RETAIN ONE COPY UNTIL SUPERSEDED; 2) PROGRAM MATERIALS, RETAIN 3 YEARS; 3) INDIVIDUAL EMPLOYEE/OFFICIAL TRAINING RECORDS, RETAIN 5 YEARS AFTER TERMINATION OF EMPLOYMENT ANY RECORDS NOT TRANSFERRED TO THE EMPLOYEE/OFFICIAL'S MASTER PERSONNEL RECORD	1
2 YEARS AFTER LAST ACTION	
6 YEARS OR LONGER, AS NECESSARY	
5 YEARS	
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	
1 YEAR	1
DESTROY WHEN SUPERSEDED OR OBSOLETE	
3 YEARS	
PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR	
5 YEARS	1
5 YEARS	

BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY	
AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE	
UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY	
ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.	
3 YEARS AFTER FINAL DISPOSITION	
5 YEARS FROM END OF PROJECT CONSTRUCTION. PREVAILING WAGE DOCUMENTATION-1 YEAR AFTER OF COMPLETION OF CONTRACT.	
RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATION	
3 YEARS	
UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED	
RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER	
1 YEAR	
3-5 YEARS	1
3 YEARS	
5 YEARS AFTER CASE CONCLUDED	
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
5 YEARS	
7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES	
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	
1 YEAR	
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.	
2 YEARS AFTER EXPIRATION	
5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS	
6 YEARS - CLAIMS HANDLED BY LAW DEPT.	
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS	3
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES	
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS	
LIFE OF EQUIPMENT PLUS 3 YEARS	

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* We have one large box in the basement that has blank training forms, unemployment reports, general correspondence, exit interview forms over 10 years old, union correspondence over 10 years old, job classifications, pay studies, and union grievances over 15 years old.

To:
CC:

Carissa Smith

		Destruction
Department Specific	DESCRIPTION	
	DISASTER PREPAREDNESS AND RECOVERY PLANS	
	TRAINING RECORDS	
	VEHICLE OPERATION RECORDS	
	FIRE REPORTS- AKA INVESTIGATIONS, INCIDENT REPORTS, EMERGENCY REPORT, INCIDENT INDEX	
	FIRE CALLS RECORDS	
	DEPARTMENTAL RULES AND REGULATIONS	
	FIRE HYDRANT LOCATIONS	
	APPLICATION FOR CERTIFICATE OF OCCUPANCY	
	CERTIFICATE OF OCCUPANCY	
	BUILDING PERMIT INSPECTIONS	
	USE PERMIT INSPECTIONS (FIREWORKS)	
	FIRE FIGHTERS ASSOCIATION	
	FIRE [SAFETY] INSPECTIONS	
	MISSOURI CONSERVATION COMMISSION- COMMISSION FIRE REPORTS	
	MISSOURI VEHICLE INSPECTION	
	STATE FIRE REPORT	
	ASSESSED VALUATION (DISTRICT)	
	SMOKE AND FIRE DETECTOR REGISTRATION	
II/most Departments	RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.	
	GENERAL CORRESPONDENCE	
	VENDOR FILES/LISTS/REGISTERS	
	WORK ORDERS/SERVICE REQUESTS (INTERNAL)	
	MEETING RECORDS- COUNCIL, BOARDS, ETC.	
	TIME & ATTENDANCE	
	LEAVE REQUESTS	
	PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.	
	SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS	
	TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES	
	POLICY AND PROCEDURE- DIRECTIVES/MANUALS	
	REQUEST AND COMPLAINT FILES- MADE BY CITIZENS	
	CONTRACTS, LEASES AND AGREEMENTS	
	EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS	
	PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.	
	VEHICLE OWNERSHIP AND MAINTENANCE RECORDS	

Retentions Applicable to al

EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
CALENDARS AND SCHEDULING RECORDS
ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
MEETING RECORDS (INTERNAL STAFF)
ACCIDENT REPORTS- DEPT. COPIES OF WC FILES
ACCOUNTS PAYABLE
ACCOUNTS RECEIVABLE
PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS
BANKING AND INVESTMENT
RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY
PERMITS AND LICENSES, NOT BUILDING PERMITS
BID RECORDS
INSURANCE POLICY RECORDS
PAYROLL RECORDS
EXPENSE REIMBURSEMENT
FRANCHISES: UTILITIES, CABLE TV, ETC.
DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.

FIRE DEPARTMENT	
Action Ready-2026 Spring Destruction	
RECORDS TO THE END OF	SERIES CODE
SUPERSEDED	GS051
2017	GS064
2017	GS101
2002	F003
2002	F006
SUPERSEDED	F007
SUPERSEDED	F008
SUPERSEDED	F009
SUPERSEDED	F010
2017	F011
2019	F012
2020	F013
2017	F014
2020	F015
2021	F016
2021	F017
2019	F021
LIFE OF STRUCTURE	F023
2015/2021	GS011
2021	GS012
SUPERSEDED/OBSOLETE	GS019
2019	GS020
PERMANENT	GS021
2017	GS028
2017	GS029
SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
DISPOSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047
2019	GS049
2017/2021	GS060
AS NEEDED	GS061
2019	GS065
SALE OF VEHICLE	GS067

LIFE OF EQUIPMENT	GS069
2021	GS072
2019-2017	GS076
2019	GS085
2017	M0001
2015/2017	GS007
2015/2017	GS008
2017	GS009
2015/2017/2021	GS010
2015/2021	GS011
2021	GS015
PERMANENT/2019/2021	GS040
2020	GS050
2017/2019	GS055
2016	GS056
1952-1947/2017	GS068
2015/2021	GS070
2017	M0022
2019	M0713

Additional Records-2026 Spring Destruction

	Box Count
<u>CITY RETENTION</u>	
UNTIL SUPERSEDED; REVIEW FOR HISTORICAL CONTENT	0
5 YEARS AFTER TERMINATION	0
5 YEARS	0
20 YEARS FROM DATE OF EVENT	0
20 YEARS AND EVALUATE FOR HISTORICAL PURPOSES	0
PERMANENT UNTIL SUPERSEDED	0
PERMANENT UNTIL SUPERSEDED	0
PERMANENT UNTIL SUPERSEDED	0
PERMANENT UNTIL SUPERSEDED	0
5 YEARS	0
3 YEARS	0
2 YEARS/STORED IN PAYROLL SYSTEM	0
5 YEARS. IF VIOLATIONS ARE INVOLVED, 5 YEARS AFTER VIOLATIONS HAVE BEEN CORRECTED OR SATISFIED	30
2 YEARS	0
1 YEAR	0
1 YEAR	0
3 YEARS, RETAINED IN CITY'S FINANCIAL SYSTEM	0
LIFE OF STRUCTURE	0
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	0
1 YEAR	0
DESTROY WHEN SUPERSEDED OR OBSOLETE	0
3 YEARS	0
PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR	0
5 YEARS	0
5 YEARS	0
BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY	0
AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE	0
UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY	0
ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.	0
3 YEARS AFTER FINAL DISPOSITION	0
5 YEARS FROM END OF PROJECT CONSTRUCTION. PREVAILING WAGE DOCUMENTATION-1 YEAR AFTER OF COMPLETION OF CONTRACT.	0
RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATION	0
3 YEARS	0
UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED	0

30

RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER	0
1 YEAR	0
3-5 YEARS	0
3 YEARS	0
5 YEARS AFTER CASE CONCLUDED	0
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	0
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	0
5 YEARS	0
7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES	0
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	0
1 YEAR	0
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.	0
2 YEARS AFTER EXPIRATION	0
5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS	0
6 YEARS - CLAIMS HANDLED BY LAW DEPT.	0
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS	0
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES	0
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS	0
LIFE OF EQUIPMENT PLUS 3 YEARS	0

To: Heather Tucker
CC: Jimmy Walker