# EXHIBIT 3C LCRA 3/31/25

#### PROMISSORY NOTE

\$10,221,000.00 Original Date: March 31, 2023 Amended and Restated: , 2025

FOR VALUE RECEIVED, **PG/PGN**, **LP**, a Missouri limited partnership (together with its permitted successors and assigns, the "*Borrower*"), promises to pay to the order of **UMB BANK**, **N.A.**, a national banking association, as trustee under the Indenture (as hereinafter defined) (together with any successor trustee, "*Trustee*") for the benefit of **LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI**, together with its successors and assigns (the "*Issuer*"), at its office at 300 Wyandotte Street, Suite 400, Kansas City, Missouri 64105 or at such other place as may be designated in writing by the Issuer, in legal tender of the United States, the aggregate principal sum Ten Million Two Hundred Twenty-One and 00/100 Dollars (\$10,221,000.00) (or the unpaid balance of all principal advanced against this Note, if that amount is less), together with interest on the unpaid principal balance of this Note from day to day outstanding as hereinafter provided.

### **RECITALS**:

- A. Pursuant to that certain Trust Indenture dated as of March 31, 2023, between the Issuer and Trustee (said trust indenture and any amendments or supplements thereto being herein referred to as the "*Indenture*"), the Issuer has issued its Multifamily Housing Revenue Bonds (Palestine Gardens Project) Series 2023, in an aggregate principal amount not to exceed \$10,221,000.00 (the "*Bonds*") to pay a portion of the costs of the acquisition, rehabilitation, improvement and equipping of the Palestine Gardens Apartments, a multifamily housing facility, and related facilities, in the City of Kansas City, Missouri (the "*Project*"); and
- B. The proceeds of the Bonds will be used to finance a loan (the "Loan"), evidenced by this Promissory Note (this "Note"); and
- C. The Loan shall be made to the Borrower pursuant to the provisions of the Loan Agreement dated as of March 1, 2023, between the Issuer and the Borrower (the "*Loan Agreement*") to finance a portion of the costs of the Project.
- D. Further the Borrower and Legacy Bank & Trust Company, a Missouri chartered bank (together with its successors and assigns, the "*Bondowner*"), have entered into that Continuing Covenants Agreement dated as of the date hereof, as amended by that First Amendment to Continuing Covenants Agreement, dated as of the date hereof (collectively, and as it may be further amended, restated, supplemented or otherwise modified from time to time, the "*Continuing Covenants Agreement*") governing certain rights and obligations of both the Borrower and the Bondowner arising out of the Bonds.

NOW, THEREFORE, in consideration of the foregoing and of Bondowner making the Loan, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### Section 1. Payment Schedule and Maturity Date.

(a) Prior to the Conversion Date as defined in the Continuing Covenants Agreement, accrued and unpaid interest at the Construction Interest Rate (as hereinafter defined) shall be due and payable in arrears on the first day of each month commencing on May 1, 2023. If the Conversion to the Permanent Loan as defined in the Continuing Covenants Agreement has not occurred according to Section 3.05 of the Continuing Covenants Agreement by the Outside Conversion Date, any remaining principal and interest shall be due and payable on the Outside Conversion Date, or on any earlier date on which the unpaid

principal balance of this Note becomes due and payable, by acceleration or otherwise. The unpaid principal balance shall continue to bear interest after the Outside Conversion Date at the Past Due Rate (as hereinafter defined) set forth in this Note until and including the date on which it is paid in full.

- (b) Upon Conversion to the Permanent Loan on the Conversion Date, principal and interest of Five Million One Hundred Seventy Thousand and 00/100 Dollars \$5,170,000.00 shall be paid as follows:
  - (i) In the event the Conversion Date is on any day other than the 1st day of the month, interest for the period beginning on the Conversion Date and ending on and including the last day of the month in which the Conversion Date occurs shall be payable on the first Business Day of the calendar month after the calendar month in which the Conversion Date occurs. In the event the Conversion Date occurs on the 1st day of the month, interest for the period beginning on the date of disbursement and ending on and including the last day of the month in which the Conversion Date occurs shall be payable on the first Scheduled Payment Date (as hereinafter defined). Interest under this Note shall be computed on the basis of a 365-day year for the number of days elapsed. All interest payable under this Note shall be computed using this method.
  - (ii) Payment of principal and interest for each Interest Accrual Period shall be due and payable commencing on the 1st day of the second calendar month after the calendar month in which the Conversion Date occurs, unless the Conversion Date occurs on the first day of the calendar month in which case such payment will commence on the 1st day of the calendar month immediately succeeding the month in the Conversion Date occurs, and continuing on the 1st day of each calendar month thereafter (each a "Scheduled Payment Date") in an amount equal to \$26,020.93. (the "Monthly Payment Amount") until the entire unpaid principal balance evidenced by this Note is paid in full. The Monthly Payment Amount is based upon a forty (40) year amortization. Any remaining principal and interest shall be due and payable on the 1st day of the calendar month which is 180 months from the Conversion Date, or 174 months after the Outside Conversion Date (as defined in the Continuing Covenants Agreement) If the Construction Loan Maturity Date, as defined herein, is extended pursuant to Section 2 herein or on any earlier date on which the unpaid principal balance of this Note becomes due and payable, by acceleration or otherwise (the "Maturity Date"). The unpaid principal balance shall continue to bear interest after the Maturity Date at the Past Due Rate (as hereinafter defined) set forth in this Note until and including the date on which it is paid in full.
- (c) As used in this Note, the term "Interest Accrual Period" means the period of time running from and including the 1<sup>st</sup> day of a calendar month to and including the last day of such calendar month during the term of this Note. Notwithstanding the foregoing, each Interest Accrual Period shall be deemed to consist of the actual number of days in a given month.

#### Section 2. [Reserved.]

Section 3. <u>Security; Loan Documents</u>. The security for this Note includes a Leasehold Deed of Trust, Assignment of Contracts, Leases, Security Agreement, and Fixture Financing Statement (as the same may from time to time be amended, restated, modified or supplemented, the "*Deed of Trust*") of even date herewith from Borrower to Trustee for the benefit of Bondowner, conveying and encumbering certain real and personal property more particularly described therein (the "*Property*"). This Note, the Deed of Trust, the Loan Agreement, and the Continuing Covenants Agreement between Borrower and Bondowner, of even date herewith (as the same may from time to time be amended, restated, modified or supplemented, the and all other documents now or hereafter securing, guaranteeing or executed in connection with the Loan as the same may from time to time be amended, restated, modified or supplemented, are herein sometimes called individually a "*Loan Document*" and together the "*Loan Documents*."

### Section 4. Interest Rate

- (a) Fixed Rate. The unpaid principal balance of this Note from day to day outstanding which is not past due, shall bear interest at the Construction Interest Rate until the Conversion on the Conversion Date. The unpaid principal balance of this Note from day to day outstanding which is not past due, shall bear interest at Permanent Interest Rate from the Conversion Date until the final maturity of this Note. Interest shall be calculated based upon a per annum interest rate computed on the basis of a 365-day year for the number of days actually elapsed. All interest payable under this Note shall be computed using this method.
  - (b) "Construction Interest Rate" shall mean the fixed rate of Eight Percent (8%) per annum.
- (c) "*Permanent Interest Rate*" shall mean the fixed rate of Five and Twenty-Five Hundredths Percent (5.25%) per annum.
- (d) Past Due Rate. If any amount payable by Borrower under any Loan Document is not paid when due (without regard to any applicable grace periods), such amount shall thereafter bear interest at the Past Due Rate (as defined below) to the fullest extent permitted by applicable Law. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable on demand, at a fluctuating rate per annum (the "Past Due Rate") equal to the then applicable Construction Interest Rate or Permanent Interest Rate plus five percent (5%).
- Prepayment. Except during continuance of an Event of Default, Borrower may prepay the principal balance of this Note, in full at any time or in part from time to time, to the extent that Bonds are then or will be redeemable in accordance with their terms in accordance with the Indenture, without fee, premium or penalty (except as noted below), provided that: (a) Trustee and Bondowner shall have actually received from Borrower prior written notice of (i) Borrower's intent to prepay, (ii) the amount of principal which will be prepaid (the "Prepaid Principal"), and (iii) the date on which the prepayment will be made; (b) each prepayment shall be in the amount of \$1,000 or a larger integral multiple of \$1,000 (unless the prepayment retires the outstanding balance of this Note in full); and (c) each prepayment shall be in the amount of 100% of the Prepaid Principal, plus accrued unpaid interest thereon to the date of prepayment, plus any other sums which have become due to Trustee or Bondowner under the Loan Documents on or before the date of prepayment but have not been paid. However, Borrower shall pay a Yield Maintenance Premium (as defined in the Continuing Covenants Agreement) to Lender if (i) the Note is prepaid in full on or before the expiration of the period of time commencing on the date hereof and ending one hundred fortyfour (144) months thereafter; or (ii) Conversion fails to occur on or before the Outside Conversion Date. If this Note is prepaid in full, any commitment of Trustee or Bondowner for further advances shall automatically terminate.
- Section 6. <u>Late Charges</u>. If Borrower shall fail to make any payment under the terms of this Note (other than the payment due at maturity) within ten (10) days after the date such payment is due, Borrower shall pay to Trustee for the benefit of Bondowner on demand a late charge equal to four percent (4%) of the amount of such payment. Such ten (10) day period shall not be construed as in any way extending the due date of any payment. The late charge is imposed for the purpose of defraying the expenses of Trustee or Bondowner incident to handling such delinquent payment. This charge shall be in addition to, and not in lieu of, any other amount that Trustee or Bondowner may be entitled to receive or action that Trustee or Bondowner may be authorized to take as a result of such late payment.
- Section 7. <u>Certain Provisions Regarding Payments</u>. All payments made under this Note shall be applied, to the extent thereof, to late charges, to accrued but unpaid interest, to unpaid principal, and to any other sums due and unpaid to Trustee or Bondowner under the Loan Documents, in such manner and order as Trustee or Bondowner may elect in its sole discretion, any instructions from Borrower or anyone

else to the contrary notwithstanding. Remittances shall be made without offset, demand, counterclaim, deduction, or recoupment (each of which is hereby waived) and shall be accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Trustee or Bondowner of any payment in an amount less than the amount then due on any indebtedness shall be deemed an acceptance on account only, notwithstanding any notation on or accompanying such partial payment to the contrary, and shall not in any way (a) waive or excuse the existence of an Event of Default (as hereinafter defined), (b) waive, impair or extinguish any right or remedy available to Trustee or Bondowner hereunder or under the other Loan Documents, or (c) waive the requirement of punctual payment and performance or constitute a novation in any respect. Payments received after 4:00 p.m. shall be deemed to be received on, and shall be posted as of, the following Business Day. Whenever any payment under this Note or any other Loan Document falls due on a day which is not a Business Day, such payment may be made on the next succeeding Business Day.

- Section 8. <u>Events of Default</u>. The occurrence of any one or more of the following shall constitute an "<u>Event of Default</u>" under this Note and such amounts remain unpaid for a period of more than five (5) days.
- (a) Borrower fails to pay when and as due and payable any amounts payable by Borrower to Trustee under the terms of this Note.
- (b) Any covenant, agreement or condition in this Note is not fully and timely performed, observed or kept, subject to any applicable notice requirements or grace or cure period.
- (c) An Event of Default (as therein defined) occurs under any of the Loan Documents other than this Note (subject to any applicable notice requirements or grace or cure period).
- Section 9. <u>Remedies</u>. Upon the occurrence and during the continuance of an Event of Default, Trustee, after obtaining the written consent of Bondowner, may at any time thereafter exercise any one or more of the following rights, powers and remedies:
- (a) Trustee may accelerate the Maturity Date and declare the unpaid principal balance and accrued but unpaid interest on this Note, and all other amounts payable hereunder and under the other Loan Documents, at once due and payable, and upon such declaration the same shall at once be due and payable.
- (b) Trustee may set off the amount due against any and all accounts, credits, money, securities or other property now or hereafter on deposit with, held by or in the possession of Trustee to the credit or for the account of Borrower, without notice to or the consent of Borrower.
- (c) Trustee may exercise any of its other rights, powers and remedies under the Loan Documents or at law or in equity.
- Section 10. Remedies Cumulative. All of the rights and remedies of Trustee under this Note and the other Loan Documents are cumulative of each other and of any and all other rights at law or in equity, and the exercise by Trustee or Bondowner of any one or more of such rights and remedies shall not preclude the simultaneous or later exercise by Trustee or Bondowner of any or all such other rights and remedies. No single or partial exercise of any right or remedy shall exhaust it or preclude any other or further exercise thereof, and every right and remedy may be exercised at any time and from time to time. No failure by Trustee to exercise, nor delay in exercising, any right or remedy shall operate as a waiver of such right or remedy or as a waiver of any Event of Default.
- Section 11. <u>Costs and Expenses of Enforcement</u>. Borrower agrees to pay to Trustee and Bondowner on demand all costs and expenses incurred by Trustee and Bondowner in seeking to collect this

Note or to enforce any of Trustee's and Bondowner's rights and remedies under the Loan Documents, including court costs and reasonable attorneys' fees and expenses, whether or not suit is filed hereon, or whether in connection with bankruptcy, insolvency or appeal.

Section 12. Service of Process. Borrower hereby consents to process being served in any suit, action, or proceeding instituted in connection with this Note by (a) the mailing of a copy thereof by certified mail, postage prepaid, return receipt requested, to Borrower and (b) serving a copy thereof Melvin Gross: 3619 East 35th St., Kansas City, Missouri 64128, the agent hereby designated and appointed by Borrower as Borrower's agent for service of process. Borrower irrevocably agrees that such service shall be deemed to be service of process upon Borrower in any such suit, action, or proceeding. Nothing in this Note shall affect the right of Trustee to serve process in any manner otherwise permitted by law and nothing in this Note will limit the right of Trustee otherwise to bring proceedings against Borrower in the courts of any jurisdiction or jurisdictions, subject to any provision or agreement for arbitration or dispute resolution set forth in the Loan Agreement.

Section 13. <u>Heirs, Successors and Assigns</u>. The terms of this Note and of the other Loan Documents shall bind and inure to the benefit of the heirs, devisees, representatives, successors and assigns of the parties. The foregoing sentence shall not be construed to permit Borrower to assign the Loan except as otherwise permitted under the Loan Documents.

Section 14. General Provisions. Time is of the essence with respect to Borrower's obligations under this Note. If more than one person or entity executes this Note as Borrower, all of said parties shall be jointly and severally liable for payment of the indebtedness evidenced hereby. Borrower and each party executing this Note as Borrower hereby severally (a) waive demand, presentment for payment, notice of dishonor and of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices (except any notices which are specifically required by this Note or any other Loan Document), filing of suit and diligence in collecting this Note or enforcing any of the security herefor; (b) agree to any substitution, subordination, exchange or release of any such security or the release of any party primarily or secondarily liable hereon; (c) agree that Trustee shall not be required first to institute suit or exhaust its remedies hereon against Borrower or others liable or to become liable hereon or to perfect or enforce its rights against them or any security herefor; (d) consent to any extensions or postponements of time of payment of this Note for any period or periods of time and to any partial payments, before or after maturity, and to any other indulgences with respect hereto, without notice thereof to any of them; and (e) submit (and waive all rights to object) to non-exclusive personal jurisdiction of any state or federal court sitting in Tillamook County in the State of Oregon for the enforcement of any and all obligations under this Note and the other Loan Documents; (f) waive the benefit of all homestead and similar exemptions as to this Note; (g) agree that their liability under this Note shall not be affected or impaired by any determination that any title, security interest or lien taken by Trustee to secure this Note is invalid or unperfected; and (h) hereby subordinate to the Loan and the Loan Documents any and all rights against Borrower and any security for the payment of this Note, whether by subrogation, agreement or otherwise, until this Note is paid in full. A determination that any provision of this Note is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Note to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances. This Note may not be amended except in a writing specifically intended for such purpose and executed by the party against whom enforcement of the amendment is sought. Captions and headings in this Note are for convenience only and shall be disregarded in construing it. This Note and its validity, enforcement and interpretation shall be governed by the laws of Oregon (without regard to any principles of conflicts of laws) and applicable United States federal law. Whenever a time of day is referred to herein, unless otherwise specified such time shall be the local time of the place where payment of this Note is to be made. The term "Business Day" shall mean a day on which Trustee is open for the conduct of substantially all of its banking business at its office in the city in which this Note is payable (excluding Saturdays and Sundays). Capitalized terms used herein

without definition shall have the meanings ascribed to such terms in the Loan Agreement. The words "include" and "including" shall be interpreted as if followed by the words "without limitation."

- Section 15. <u>Notices</u>. Any notice, request, or demand to or upon Borrower or Trustee or Bondowner shall be deemed to have been properly given or made when delivered in accordance with the terms of the Loan Agreement regarding notices.
- Section 16. No Usury. It is expressly stipulated and agreed to be the intent of Borrower and Trustee at all times to comply with applicable state law or applicable United States federal law (to the extent that it permits Trustee to contract for, charge, take, reserve, or receive a greater amount of interest than under state law) and that this Section shall control every other covenant and agreement in this Note and the other Loan Documents. If applicable state or federal law should at any time be judicially interpreted so as to render usurious any amount called for under this Note or under any of the other Loan Documents, or contracted for, charged, taken, reserved, or received with respect to the Loan, or if Trustee's exercise of the option to accelerate the Maturity Date, or if any prepayment by Borrower results in Borrower having paid any interest in excess of that permitted by applicable law, then it is Trustee's express intent that all excess amounts theretofore collected by Trustee shall be credited on the principal balance of this Note and all other indebtedness secured by the Mortgage, and the provisions of this Note and the other Loan Documents shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new documents, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder or thereunder. All sums paid or agreed to be paid to Trustee or Bondowner for the use or forbearance of the Loan shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of the Loan.
- Section 17. <u>Disputes.</u> The parties waive all rights to trial by jury, as further set forth in the Loan Agreement.

# Section 18. <u>Limits on Personal Liability</u>.

- (a) Following Conversion, except as otherwise provided in this <u>Paragraph 18</u>, Key Principal shall have no personal liability under this Note, the Security Instrument or any other Loan Document for the repayment of the Indebtedness or for the performance of any other obligations of Borrower under the Loan Documents.
- Notwithstanding the foregoing, following Conversion, Key Principal shall be personally liable to Bondowner for the repayment of a portion of the Indebtedness equal to any loss or damage suffered by Bondowner as a result of (1) failure of Borrower to pay to Bondowner upon demand after an Event of Default, all Rents to which Bondowner is entitled under the Security Instrument and the amount of all security deposits collected by Borrower from tenants then in residence (and not repaid to such tenants in accordance with the terms of their leases); (2) failure of Borrower to apply all insurance proceeds and condemnation proceeds as required by the Security Instrument; (3) failure of Borrower to comply with the Security Instrument relating to the delivery of books and records, statements, schedules and reports; (4) fraud or written material misrepresentation by Borrower, Key Principal or any officer, director, partner, or member of Borrower in connection with the application for or creation of the Indebtedness or any request for any action or consent by Bondowner; (5) failure to apply Rents, first, to the payment of reasonable operating, maintenance, and repair expenses (other than Property management fees that are not currently payable pursuant to the terms of an Assignment of Management Agreement or any other agreement with Bondowner executed in connection with the Loan) and then to amounts ("Debt Service Amounts") payable under this Note, the Security Instrument or any other Loan Document (except that Borrower will not be personally liable (i) to the extent that Borrower lacks the legal right to direct the disbursement of such sums because of a bankruptcy, receivership or similar judicial proceeding, or (ii) with respect to Rents that are distributed in any calendar year if Borrower has paid all operating expenses and Debt Service Amounts for

that calendar year); or (6) any act of actual waste or arson by Borrower, Key Principal or any officer, director, partner, or member of Borrower.

(c) To the extent that Key Principal has personal liability under this <u>Paragraph 18</u>, Bondowner may exercise its rights against Borrower or Key Principal personally without regard to whether Bondowner has exercised any rights against the Mortgaged Property or any other security, or pursued any rights against any guarantor, or pursued any other rights available to Bondowner under this Note, the Security Instrument, any other Loan Document or applicable law. If Key Principal is a married person, then Key Principal agrees that Bondowner may look to all of Borrower's community or marital property and separate property to satisfy Borrower's recourse obligations under this <u>Paragraph 18</u>. For purposes of this <u>Paragraph 18</u>, the term "*Mortgaged Property*" shall not include any funds that (1) have been applied by Borrower as required or permitted by the Security Instrument prior to the occurrence of an Event of Default, or (2) Borrower was unable to apply as required or permitted by the Security Instrument because of a bankruptcy, receivership, or similar judicial proceeding.

Section 19. WAIVER OF TRIAL BY JURY. EACH OF BORROWER AND TRUSTEE (A) AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS NOTE OR THE RELATIONSHIP BETWEEN THE PARTIES, AS TRUSTEE, KEY PRINCIPAL AND BORROWER, THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

This notice is provided pursuant to Section 432.047, R.S.Mo. As used herein, "creditor" means the Issuer and "this writing" and "Credit Agreement" means this Note, the Loan Agreement, the Land Use Restriction Agreement, the Tax Agreement and the Security Documents. 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, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

Section 20. Amended and Restated Note. THIS NOTE AMENDS AND RESTATES IN ITS ENTIRETY THAT CERTAIN PROMISSORY NOTE DATED MARCH 31, 2023 (THE "ORIGINAL NOTE"). AS OF THE DATE OF THIS PROMISSORY NOTE, THE ORIGINAL NOTE IS NULL AND VOID, AND THE OBLIGATIONS OF THE BORROWER UNDER THE LOAN IS EVIDENCED BY THIS PROMISSORY NOTE AS AMENDED AND RESTATED HEREIN.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has signed and delivered this Note or has caused this Note to be signed and delivered by its duly authorized representative.

# **BORROWER:**

- By: PG/PGN OWNER, LLC, a Missouri limited liability company, Managing General Partner
- By: PG/PGN MANAGING MEMBER, LLC, a Missouri limited liability company, its Member
- By: PG/PGN MANAGER, LLC, a Missouri limited liability company, its Manager
- By: PALESTINE VILLAGE COMMUNITY DEVELOPMENT CORPORATION, a Missouri nonprofit corporation, its Member

By:		
•	Melvin Gross, President	

ACKNOWLEDGMENT OF LIABILITY SOLELY WITH RESPECT TO SECTION 18 OF THIS NOTE:

KEY PRINCIPAL:	
Matthew Fulson	

#### **ENDORSEMENT**

Pay to the order of UMB Bank, N.A., as Trustee under that certain Trust Indenture dated as of March 1, 2023, as amended by the First Supplemental Indenture dated as of March 1, 2025, between the undersigned and said bank, as Trustee, said Trustee to hold and apply all funds received hereunder as provided in such Trust Indenture. This endorsement shall be without recourse against the undersigned.

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI
By:
Title: Daniel Moye, Executive Director