
OMNIBUS AMENDMENT OF BOND DOCUMENTS

Dated as of May 1, 2018

Among

HERE LAWRENCE PROPERTY OWNER, LLC,

CITY OF LAWRENCE, KANSAS

And

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

\$76,000,000
(Aggregate Maximum Principal Amount)
Taxable Industrial Revenue Bonds
(HERE Lawrence Property Owner, LLC Project)
Series 2014

OMNIBUS AMENDMENT OF BOND DOCUMENTS

THIS OMNIBUS AMENDMENT OF BOND DOCUMENTS dated as of May 1, 2018 (the “Amendment”), among **HERE LAWRENCE PROPERTY OWNER, LLC**, a Delaware limited liability company (the “Company”), the **CITY OF LAWRENCE, KANSAS**, a municipal corporation of the State of Kansas (the “Issuer”), and **SECURITY BANK OF KANSAS CITY**, a banking corporation duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the State of Kansas, and having a corporate trust office located in the City of Kansas City, Kansas, as trustee (the “Bond Trustee”);

RECITALS

1. The Issuer is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), to acquire, construct and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm, or corporation with respect to said facilities, to issue revenue bonds for such purposes, and to secure the payment of such bonds as provided in the Act.

2. The Issuer issued \$76,000,000 maximum principal amount of Taxable Industrial Revenue Bonds (HERE Lawrence Property Owner, LLC Project), Series 2014 (the “Bonds”), under the hereinafter described Bond Indenture for the purpose of providing funds to (a) construct and equip a mixed-use project generally located at 1101 Indiana Street in Lawrence, Kansas (collectively, the “Project”) and (b) pay certain costs related to the issuance of the Bonds.

3. The Company leased the Project to the Issuer pursuant to the Base Lease Agreement dated December 1, 2014 (the “Base Lease”) between the Company and the Issuer.

4. The Issuer leased the Project to the Company pursuant to the Lease Agreement of dated December 1, 2014 (the “Lease Agreement”) between the Issuer and the Company.

5. The Company is the sole Bondowner.

6. The Company, the City, the Bond Trustee and the Bondowner desire to extend the maturity of the Bonds to December 31, 2018 and extend the term of the Base Lease and the Lease Agreement to December 31, 2018.

NOW, THEREFORE, for good and valuable consideration the Company, the Issuer, the Bond Trustee and the Bondowner agree as follows:

Section 1.1. Definitions of Words and Terms. For all purposes of this Amendment, except as otherwise provided or unless the context otherwise requires, words and terms used in this Amendment have the same meanings as set forth in **Section 101** of the Original Indenture.

Section 1.2. Amendment of Base Lease Agreement. Section 3.1 of the Base Lease Agreement is deleted and the following inserted in lieu thereof:

Section 3.1. Lease of the Project. The Corporation hereby, rents, leases and lets to the Issuer the Corporation’s interest in the Project, and the Issuer rents, leases and hires the Project from the Corporation, for rentals and upon and subject to the terms and conditions herein set forth, for a term commencing on the

date hereof and ending on December 31, 2018; provided, however, this Base Lease Agreement shall remain in full force and effect so long as any obligation of the Corporation under the Lease Agreement shall be outstanding and so long as the Lease Agreement shall remain in effect (the "Lease Term"), unless sooner terminated in a manner provided for herein, provided that the Corporation shall not exercise any right so reserved in any manner that will interfere with any rights of the Issuer hereunder.

Section 1.3. Amendment of Lease Agreement. Section 3.2 of the Lease Agreement is deleted and the following inserted in lieu thereof:

Section 3.2. Lease Term. This Lease Agreement shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease Agreement and the Bond Indenture, shall have an initial term commencing as of the date of this Lease Agreement and terminating on December 31, 2018.

Section 1.4. Supplement to Original Indenture. The definition of "Maturity Date" in Section 101 of the Original Indenture is deleted and the following inserted in lieu thereof:

"Maturity Date" means December 31, 2018.

Section 1.5. Supplement to Original Indenture. This Amendment is authorized and permitted in accordance with Section 902 of the Original Indenture and 8.2 of the Lease Agreement. Exhibit A to the Original Indenture is hereby deleted and the Exhibit A attached to this Amendment is inserted in lieu thereof and at closing a new Bond in substantially the form attached hereto shall be issued for no additional consideration. The Company, as sole Bondowner of the Bonds, hereby consents to the terms of this Amendment and directs the Bond Trustee to execute this Amendment.

IN WITNESS WHEREOF, the Company, the Issuer, the Bond Trustee and the Bondowner have caused this Amendment to be duly executed, and their respective corporate seals to be hereunto affixed and attested, by their duly authorized officers, all as of the day and year first above written.

HERE LAWRENCE PROPERTY OWNER, LLC,
a Delaware limited liability company, as
Lessor under the Base Lease Agreement, as
Tenant under the Lease Agreement and as
the sole Bondowner

By: HERE Lawrence Property Owner Holding, LLC,
a Delaware limited liability company,
its sole member

By: HSRE-CA IX, LLC, a Delaware limited
liability company, its sole member

By CA/HERE Kansas JV, LLC, a Delaware
limited liability company, a
member
and authorized signatory

By: CA Manager, LLC, a Delaware
limited liability company, its
manager

By: _____
Name: Thomas M. Scott
Title: Managing Member

CITY OF LAWRENCE, KANSAS

By: _____

Name: Stuart Boley

Title: Mayor

ATTEST:

Name: Sherri Riedmann

Title: City Clerk

SECURITY BANK OF KANSAS

CITY, as Bond Trustee

By:

Name: Peter B. Gardner

Title: Vice President

**EXHIBIT A
TO BOND TRUST INDENTURE
(FORM OF BONDS)**

**THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED IN ACCORDANCE WITH
THE TRANSFER RESTRICTIONS SET FORTH IN THE BOND TRUST INDENTURE.**

UNITED STATES OF AMERICA

STATE OF KANSAS

**Registered
No. R-2**

\$76,000,000

CITY OF LAWRENCE, KANSAS

**TAXABLE INDUSTRIAL REVENUE BOND
(HERE LAWRENCE PROPERTY OWNER, LLC PROJECT)
SERIES 2014**

**Interest Rate
2.00%**

**Maturity Date
December 31, 2018**

**Dated Date
December 18, 2014**

Registered Owner: HERE LAWRENCE PROPERTY OWNER, LLC

Maximum Principal Amount: SEVENTY-SIX MILLION DOLLARS

The **CITY OF LAWRENCE, KANSAS**, a municipal corporation and political subdivision of the State of Kansas (the "Issuer"), for value received, promises to pay, but solely from the sources herein specified to the registered owner named above, or registered assigns (the "Registered Owner" or "Owner"), the Cumulative Outstanding Principal Amount. The registered owner shall note the principal amount outstanding hereunder in the Table of Cumulative Outstanding Principal Amount attached hereto, provided, however, that the registration books maintained by the Trustee shall be the official record of the Cumulative Outstanding Principal Amount of this Bond, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the registered owner hereof, either by check or draft mailed to the registered owner at a stated address as it appears on the bond registration books of the Issuer 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 in arrears at Maturity on the said Cumulative Outstanding Principal Amount is paid in full. Interest shall be computed on the basis of a year of 360 days consisting of 12 months of 30 days each. Principal on this Bond shall be payable on the maturity date set forth above, unless such principal shall have been paid as a result of a redemption of the Bonds prior to such maturity date.

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

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

Method and Place of Payment. The principal of and interest on this Bond 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 the payment of public and private debts. The principal of and redemption premium, if any, on this Bond shall be payable by check or draft to the Registered Owner at the maturity or redemption date upon presentation and surrender of this Bond at the principal corporate trust office of Security Bank of Kansas City, in the City of Kansas City, Kansas (the “Bond Trustee”). The interest payable on this Bond on any interest payment date shall be paid by the Bond Trustee to the Registered Owner of this Bond appearing on the bond register maintained by the Bond Trustee at the close of business on the Regular Record Date for such interest, and shall be paid by (1) check or draft of the Bond Trustee mailed to such Registered Owner at his address as it appears on such bond register or at such other address furnished in writing by such Registered Owner to the Bond Trustee, or (2) with respect to Bonds held by a Securities Depository, or at the written request addressed to the Bond Trustee by any Registered Owner of Bonds in the aggregate principal amount of at least **\$100,000**, by electronic transfer in immediately available funds, such request to be signed by such Registered Owner, containing the name of the bank (which shall be in the continental United States), its address, its ABA routing number and the account number to which credit shall be made and be filed with the Bond Trustee no later than **10 Business Days** before the applicable Regular Record Date preceding such payment date. Interest accrued during any Commercial Paper Rate Period shall be paid only upon presentation and surrender of Bonds.

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

Authorization of Bonds. This Bond is one of a duly authorized series of bonds of the Issuer designated “Taxable Industrial Revenue Bonds ((HERE Lawrence Property Owner, LLC Project), LLC Project), Series 2014,” in the maximum aggregate principal amount of \$76,000,000 (the “Bonds”), issued

pursuant to the authority of and in full compliance with the Constitution and statutes of the State of Kansas, including particularly K.S.A. 12-1740 to 12-1749d, inclusive, as amended, and pursuant to proceedings duly had by the Issuer. The Bonds are issued under and are equally and ratably secured and entitled to the protection given by a Bond Trust Indenture dated as of December 1, 2014 (said Bond Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the "Bond Indenture"), between the Issuer and the Bond Trustee, for the purpose of providing funds to finance commercial facilities to be leased to HERE Lawrence Property Owner, LLC, a Delaware limited liability company (the "Corporation"), pursuant to a Lease Agreement dated as of December 1, 2014 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the "Lease Agreement"), between the Issuer and the Corporation. Under the Bond Indenture, the Issuer has pledged and assigned certain of its rights under the Lease Agreement, including the right to receive all Lease Payments thereunder, to the Bond Trustee as security for the Bonds. Reference is hereby made to the Bond Indenture for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security for the Bonds, and the rights, duties and obligations of the Issuer, the Bond Trustee and the Registered Owners of the Bonds, and a description of the terms upon which the Bonds are issued and secured, upon which provision for payment of the Bonds or portions thereof and defeasance of the lien of the Bond Indenture with respect thereto may be made and upon which the Bond Indenture may be deemed satisfied and discharged prior to payment of the Bonds.

Interest Provisions. The amount of interest payable with respect to any Bonds on any Interest Payment Date shall be computed on the basis of a **360**-day year of twelve 30-day months.

Redemption of Bonds Prior to Maturity. The Bonds are subject to redemption and payment prior to maturity, at the option of the Issuer, which shall be exercised upon the written direction of the Corporation, in whole or in part, on any date at a redemption price equal to **100%** of the principal amount redeemed, plus interest accrued to the redemption date.

Notice of Redemption. Unless waived by any Owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Trustee on behalf of the Issuer by mailing a copy of an official redemption notice by first class mail, at least **15** days prior to the redemption date for the Bonds. The failure of any Owner of Bonds to receive notice given as provided in this Section, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any Owner receives such notice.

Transfer and Exchange. This Bond may be transferred or exchanged, as provided in the Bond Indenture, only upon the bond register maintained by the Bond Trustee at the above-mentioned office of the Bond Trustee by the Registered Owner hereof in person or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Bond Trustee duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new Bond or Bonds of the same maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Bond Indenture, and upon payment of the charges therein prescribed. The Issuer, the Bond Trustee and any Paying Agent may deem and treat the person in whose name this Bond is registered on the bond register maintained by the Bond Trustee 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 fully registered Bonds without coupons in the denomination of **\$1,000** or any integral multiple of \$1,000 in excess thereof.

Limitation on Rights. The Registered Owner of this Bond shall have no right to enforce the provisions of the Bond Indenture or to institute action to enforce the covenants therein, or to take any action

with respect to any Event of Default under the Bond Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Bond Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Bond Indenture, the principal of all the Bonds issued under the Bond Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Bonds or the Bond Indenture may be modified, amended or supplemented only to the extent and in the circumstances permitted by the Bond Indenture.

Limited Obligations. The Bonds and the interest thereon are special, limited obligations of the Issuer payable solely out of Lease Payments derived by the Issuer under the Lease Agreement and are secured by a pledge and assignment of such Lease Payments and other funds as provided in the Bond Indenture. The Bonds shall not be deemed to constitute a debt or liability of the Issuer, the State of Kansas or any other political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Issuer, the State of Kansas or any other political subdivision thereof, but shall be payable solely from the funds provided for in the Lease Agreement and in the Bond Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer, the State of Kansas or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. Neither the Issuer nor the State of Kansas shall be liable for the payment of the principal of, premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Issuer. No breach by the Issuer of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the Issuer, the State of Kansas or any charge upon its general credit or its taxing power.

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

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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 Bond Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the **CITY OF LAWRENCE, KANSAS** has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk or Acting City Clerk and its corporate seal to be affixed or imprinted hereon, all as of the Dated Date specified above.

CERTIFICATE OF AUTHENTICATION

CITY OF LAWRENCE, KANSAS

This Bond is one of the Bonds described in the within mentioned Bond Indenture.

By: _____
Mayor

Date of Authentication: _____

SECURITY BANK OF KANSAS CITY, as [SEAL]
Trustee

By: _____
Authorized Signature

City Clerk

ASSIGNMENT

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

(Please Print or Typewrite Name, Address and Social Security
Number or Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney

to transfer the within Bond on the books kept for registration thereof, 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, without alteration or enlargement or any change whatever.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____

Title: _____

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

<u>Date</u>	Principal Amount Deposited Into <u>Project Fund</u>	Principal Amount Paid Pursuant to Redemption <u>Provisions</u>	Cumulative Outstanding Principal <u>Amount</u>	Notation Made <u>By</u>
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