

(Space above reserved for Recorder's use)

TITLE OF DOCUMENT:	SECOND SUPPLEMENTAL BASE LEASE
DATE OF DOCUMENT:	October 29, 2021
GRANTOR(S) NAME AND MAILING ADDRESS:	City of Sedalia, Missouri, acting through the Board of Trustees of Bothwell Regional Health Center, a component unit of the City 601 East 14 th Street Sedalia, Missouri 65301 Attention: Chief Financial Officer
GRANTEE(S) NAME AND MAILING ADDRESS:	The Central Trust Bank, d/b/a Central Bank of Sedalia, as successor to The Third National Bank of Sedalia 301 West Broadway Sedalia, Missouri 65301 Attention: President/CEO
RETURN DOCUMENTS TO:	E. Sid Douglas, III Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108
LEGAL DESCRIPTION:	See attached Schedule 1
BOOK AND PAGE OF SOURCE OF TITLE:	Instrument No. 2009-7049 in Pettis County, Missouri; Instrument No. 2013-1060 in Pettis County, Missouri; Book 619 at Page 1382 in Benton County, Missouri; Book 596 at Page 1896 in Benton County, Missouri.

SECOND SUPPLEMENTAL BASE LEASE

BASE LESSOR: CITY OF SEDALIA, MISSOURI, ACTING THROUGH THE BOARD OF TRUSTEES OF BOTHWELL REGIONAL HEALTH CENTER, A COMPONENT UNIT OF THE CITY

BASE LESSEE: THE CENTRAL TRUST BANK, D/B/A CENTRAL BANK OF SEDALIA, AS SUCCESOR TO THE THIRD NATIONAL BANK OF SEDALIA

DATE: October 29, 2021

THIS SECOND SUPPLEMENTAL BASE LEASE (the “Second Supplemental Base Lease”), dated as of the date set forth above, supplements and amends that certain Base Lease dated as of December 30, 2009, and recorded December 31, 2009, as Instrument Number 2009-7049 with the Recorder of Deeds of Pettis County, Missouri, and in Book 596 at Page 1896 with the Recorder of Deeds of Benton County, Missouri (the “Original Base Lease”), as amended by the First Supplemental Base Lease dated as of February 1, 2013, and recorded February 28, 2013, as Instrument Number 2013-1060 with the Recorder of Deeds of Pettis County, Missouri, and in Book 619 at Page 1382 with the Recorder of Deeds of Benton County, Missouri (the “First Supplemental Base Lease,” and, together with the Original Base Lease, as amended and supplemented by the Second Supplemental Base Lease, the “Base Lease”), by and between the Base Lessor named above (together with its successors and assigns, “Base Lessor”), and the Base Lessee named above (together with its successors, “Base Lessee”).

WITNESSETH:

WHEREAS, pursuant to the Original Base Lease, the Base Lessor has previously leased to the Base Lessee the real property described on **Schedule 1** hereto (together with all improvements now or hereafter existing thereon, the “Land”); and

WHEREAS, pursuant to the Original Base Lease, the Base Lessor has previously provided funds in the amount of \$13,430,276.27 to pay or reimburse costs of acquiring, constructing and installing the facilities and related improvements, fixtures, equipment and furnishings and support facilities described on Exhibit A to the Original Lease (the “Improvements”) for the benefit of the Board of Trustees of Bothwell Regional Health Center (the “Hospital Board”), a component unit of Base Lessor; and

WHEREAS, pursuant to a Lease Purchase Agreement dated as of December 30, 2009 (the “Original Lease”), Base Lessee has leased its interest in the Land and that portion of the Improvements situated on the Land (together, the “Original Project”), to Base Lessor for the rentals and upon the terms and conditions set forth therein; and

WHEREAS, pursuant to the First Supplemental Base Lease, the Base Lessee has provided funds in the amount of \$3,250,000 to refund the City of Sedalia, Missouri (the “City”) Hospital Refunding Revenue Bonds (Bothwell Regional Health Center), Series 2004 (the “Series 2004 Bonds”), issued in the original principal amount of \$13,585,000; and

WHEREAS, the Series 2004 Bonds were issued to refund the City’s Hospital Revenue Bonds (Bothwell Regional Health Center), Series 1997, in the outstanding principal amount of \$12,085,000 (the

“Series 1997 Bonds”), and the Series 1997 Bonds were issued to construct new buildings and additions to existing buildings for the benefit of the Hospital Board; and

WHEREAS, in order to provide funds (1) to refinance the funds provided to the Base Lessor pursuant to the Original Base Lease, and (2) for the purchase and installation of a new linear accelerator and the purchase and installation of a new HVAC system, UV lights and HEPA filters (the “2021 Project,” together with the Original Project, the “Project”), the Base Lessee proposes to provide funds to or for the benefit of Base Lessor, in the aggregate amount of \$14,355,000, which, together with other available funds of the Base Lessor, will be sufficient to redeem and pay the amounts outstanding under the Original Base Lease on October 29, 2021 and the costs of the 2021 Project; such amount to be advanced pursuant to this Second Supplemental Base Lease, in consideration of the Base Lessor’s agreement to enter into the Second Supplemental Lease Purchase Agreement of even date herewith, between the Base Lessee and the Base Lessor (the “Second Supplemental Lease”), amending and supplementing the Original Lease, as supplemented by the First Supplemental Lease Purchase Agreement dated as of February 1, 2013 (the “First Supplemental Lease,” together, the Original Lease, First Supplemental Lease and Second Supplemental Lease being the “Lease”), in order to, among other matters, increase the Rental Payments payable thereunder; and

WHEREAS, the Base Lessor is authorized under the constitution and laws of the State of Missouri, and under the Original Lease, to enter into this Second Supplemental Base Lease for the purposes set forth herein,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Base Lessor and Base Lessee do hereby covenant and agree as follows:

Section 1. Defined Terms. All capitalized terms, unless otherwise defined herein, have the meanings assigned in the Original Lease, as supplemented and amended by the First Supplemental Lease and the Second Supplemental Lease. Whenever, in the Original Base Lease, the terms Lease or Base Lease are used, those terms shall hereafter be deemed to mean the Base Lease and the Lease, respectively, as those terms are defined herein.

Section 2. Representations by Base Lessor. Base Lessor represents, warrants and covenants as follows:

- (a) Base Lessor is a body politic and corporate established and existing under and pursuant to the laws of the state in which it is located (the “State”);
- (b) The lease of the Land to Base Lessee and the lease of the Project by Base Lessee to Base Lessor, as provided in the Lease, is necessary, desirable and in the public interest, and Base Lessor hereby confirms its current need for the Project;
- (c) Base Lessor, pursuant to Section 96.150.5 of the Revised Statutes of Missouri and an ordinance approved by Base Lessor’s governing body, upon recommendation of the Hospital Board, has full power and authority to enter into this Second Supplemental Base Lease and the Second Supplemental Lease, and the transactions contemplated by this Second Supplemental Base Lease and the Second Supplemental Lease, to carry out Base Lessor’s obligations hereunder and thereunder; to execute and deliver this Second Supplemental Base Lease and the Second Supplemental Lease, and to perform all of Base Lessor’s obligations hereunder on its behalf;

(d) Neither the execution and delivery of this Second Supplemental Base Lease or the Second Supplemental Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Base Lessor is now a party or by which Base Lessor is bound;

(e) Base Lessor has good and marketable fee title to the Land;

(f) The Land is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance that were not in existence on the effective date of the Original Base Lease;

(g) All taxes, assessments or impositions of any kind with respect to the Land, except current taxes, have been paid in full;

(h) The Land is properly zoned for the purpose of the Improvements; and

(i) Base Lessor has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Base Lessor's interests in any property now or hereafter included in the Project shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Base Lease and the Lease.

Section 3. Lease. This Second Supplemental Base Lease ratifies and confirms that Base Lessor has leased to Base Lessee, and Base Lessee has rented and leased from Base Lessor, the Land on the terms and conditions set forth in the Original Base Lease, as amended and supplemented by the First Supplemental Base Lease and this Second Supplemental Base Lease.

Section 4. Rental. In addition to the rentals payable under the First Supplemental Lease, in consideration for the continued lease of the Land to Base Lessee, and Base Lessor's concurrent execution and delivery of the Second Supplemental Lease, Base Lessee shall pay to, or at the direction of Base Lessor, the aggregate amount of \$14,355,000, which, together with other available funds of the City, will be sufficient to (1) redeem and pay the amounts outstanding under the Original Base Lease on October 29, 2021, (2) pay the costs of the 2021 Project, and (3) pay the costs related to the delivery of this Second Supplemental Base Lease and the Second Supplemental Lease. The Base Lessor and the Base Lessee agree that upon delivery of the Second Supplemental Base Lease and the Second Supplemental Lease that no amounts remain owing under the Original Lease or the First Supplemental Lease and that the only amounts owing by the Base Lessor to the Base Lessee are the amounts provided pursuant to this Second Supplemental Base Lease and the Second Supplemental Lease.

Section 5. Effect of Second Supplemental Base Lease. The provisions of the Original Base Lease, including without limitation the representations, warranties and covenants and the definitions and rules of construction included therein, as modified and amended by the First Supplemental Base Lease and this Second Supplemental Base Lease, are hereby ratified and confirmed, and the rights, duties and obligations under the Base Lease of the Base Lessor and the Base Lessee shall hereafter be determined, exercised and enforced under the Base Lease subject in all respects to such modification and amendment, and all the terms and conditions of this Second Supplemental Base Lease shall be deemed to be part of the terms and conditions of the Base Lease for any and all purposes. This Second Supplemental Base Lease shall be construed as having been authorized, executed, delivered and consented to under the provisions of **Section 18** of the Original Base Lease.

Section 6. Electronic Transactions. The parties agree that the transactions described herein may be conducted and related documents may be sent, received and stored by electronic means. Copies, teletypes, 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.

IN WITNESS WHEREOF, Base Lessor and Base Lessee have caused this Second Supplemental Base Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

Base Lessor:

**CITY OF SEDALIA, MISSOURI,
Acting through the Board of Trustees
of Bothwell Regional Health Center,
a component unit of the City**

[SEAL]

By: _____
Stafford Swearingen
Chair of the Board of Trustees

Base Lessee:

**THE CENTRAL TRUST BANK, D/B/A CENTRAL
BANK OF SEDALIA**

[SEAL]

By : _____
Greg Eby
President and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **SS**
COUNTY OF PETTIS)

BE IT REMEMBERED, that on this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Stafford Swearingen**, the Chair of the **BOARD OF TRUSTEES OF BOTHWELL REGIONAL HEALTH CENTER, A COMPONENT UNIT OF THE CITY OF SEDALIA, MISSOURI**, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the constitution and laws of the State of Missouri, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said body, and such person duly acknowledged the execution of the same to be the act and deed of said body.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for said State
Commission Expires:

<p><i>PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX</i></p>
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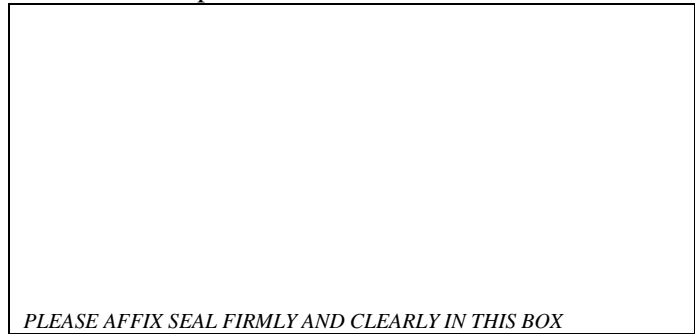
ACKNOWLEDGMENT

STATE OF MISSOURI)
) **SS**
COUNTY OF PETTIS)

BE IT REMEMBERED, that on this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **GREG EBY**, President of **THE CENTRAL TRUST BANK, D/B/A CENTRAL BANK OF SEDALIA**, a state banking corporation, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for said State
Commission Expires:



SCHEDULE 1 TO SECOND SUPPLEMENTAL BASE LEASE

DESCRIPTION OF THE LAND

TRACT 1:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF WINCHESTER DRIVE AND THE NORTHERLY LINE OF 10TH STREET, IF EXTENDED WEST IN THE DIRECTION IT NOW RUNS; THENCE NORTH 66°44' WEST ALONG THE NORTHERLY LINE OF SAID 10TH STREET IF EXTENDED WEST, 680.62 FEET; THENCE NORTH 23°16' EAST, 320.0 FEET; THENCE SOUTH 66°44' EAST, 680.62 FEET TO THE WESTERLY LINE OF SAID WINCHESTER DRIVE; THENCE SOUTH 23°16' WEST, ALONG SAID WESTERLY LINE, 320.0 FEET TO THE POINT OF BEGINNING. BEING LOCATED IN A PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 6, IN TOWNSHIP 45 NORTH, OF RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI.

TRACT 2:

LOT 1 OF VALLEY 1ST ADDITION, A SUBDIVISION IN WARSAW, BENTON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

SAID LOT 1 BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS: ALL OF LOT 7 AND PART OF LOT 6 OF NORTH TOWN CENTER, A SUBDIVISION IN WARSAW, BENTON COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 21 AT PAGE 73 AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 22 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF VALLEY, AN ADDITION TO THE CITY OF WARSAW, BENTON COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 21 AT PAGE 380; ALSO BEING THE NORTHEAST CORNER OF LOT 7 OF NORTH TOWN CENTER, A SUBDIVISION TO THE CITY OF WARSAW, BENTON COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 21 AT PAGE 73; THENCE ALONG THE EAST LINE OF LOT 7, ALSO BEING A CURVE TO THE LEFT ON THE WEST RIGHT-OF-WAY LINE OF COMMERCIAL STREET HAVING A RADIUS OF 4054.72 FEET AND A CHORD BEARING OF S20°05'05"E (CHORD: 301.82 FEET), AN ARC DISTANCE OF 301.89 FEET TO A REVERSE CURVE TO THE RIGHT; THENCE ALONG THE EAST LINE OF LOT 7, ALSO BEING A CURVE TO THE RIGHT ON THE WEST RIGHT-OF-WAY LINE OF COMMERCIAL STREET HAVING A RADIUS OF 220.00 FEET AND A CHORD BEARING OF S11°08'06"E (CHORD: 84.58 FEET), AN ARC DISTANCE OF 84.58 FEET; THENCE S00°03'09"E ALONG THE EAST LINE OF LOTS 7 AND 6, ALSO THE WEST RIGHT-OF-WAY LINE OF COMMERCIAL STREET, A DISTANCE OF 184.34 FEET; THENCE S89°56'51"W, A DISTANCE OF 170.74 FEET TO A TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING OF N71°55'22"W (CHORD: 46.68 FEET), AN ARC DISTANCE OF 47.46 FEET; THENCE N53°47'34"W, A DISTANCE OF 247.63 FEET TO A TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING OF N27°00'58"W (CHORD: 90.10 FEET), AN ARC DISTANCE OF 93.47 FEET; THENCE N00°14'21"W, A DISTANCE OF 258.70 FEET TO THE SOUTH LINE OF SAID VALLEY; THENCE N88°31'11"E ALONG THE SOUTH LINE OF SAID VALLEY AND THE SOUTH RIGHT-OF-WAY LINE OF COTTONWOOD LANE, A DISTANCE 187.42 FEET; THENCE N72°45'17"E ALONG THE SOUTH LINE OF SAID VALLEY AND THE SOUTH RIGHT-OF-WAY LINE OF COTTONWOOD LANE, A DISTANCE 156.45 FEET TO THE POINT OF BEGINNING.