
OMNIBUS AMENDMENT OF BOND DOCUMENTS

Dated as of November 1, 2019

Among

CITY OF OLATHE, KANSAS
as Issuer

And

SECURITY BANK OF KANSAS CITY,
as Trustee

And

BLACKBOB KC SELF STORAGE, LTD.
as Bondowner

And

BLACKBOB KC SELF STORAGE, LTD.
as Company

\$3,780,000
Taxable Industrial Revenue Bonds
(Blackbob KC Self Storage, Ltd. Project)
Series 2018

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City of Olathe, Kansas
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Exhibit A – Form of Bond

OMNIBUS AMENDMENT OF BOND DOCUMENTS

THIS OMNIBUS AMENDMENT OF BOND DOCUMENTS (this “Omnibus Amendment”), entered into as of November 1, 2019, among the **CITY OF OLATHE, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “Issuer”), **SECURITY BANK OF KANSAS CITY**, a banking corporation duly organized and existing under the laws of the State of Kansas and duly authorized to accept and execute trusts of the character herein, and having its principal corporate trust office located in Kansas City, Kansas, as trustee (the “Trustee”), and **BLACKBOB KC SELF STORAGE, LTD.**, a Texas limited partnership (the “Company” and “Bondowner”);

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. Pursuant to the Act, the Issuer has issued \$3,780,000 principal amount of Taxable Industrial Revenue Bonds (Blackbob KC Self Storage, Ltd. Project), Series 2018 (the “Series 2018 Bonds”), under a Trust Indenture dated as of May 1, 2018 (the “Indenture”), between the Issuer and the Trustee, for the purpose of providing funds to the Company for the constructing and equipping of a commercial facility in the City of Olathe, Kansas (collectively, the “Project”) and paying all other costs and fees necessary to complete the Project.

3. The Issuer entered into a Lease Agreement dated as of May 1, 2018 (the “Lease Agreement”), by and between the Issuer, as lessor, and the Company, as lessee, pursuant to which the Project was acquired, constructed and equipped and pursuant to which the Issuer leased the Project to the Company, and the Company agreed to pay Basic Rent (as defined in the Indenture) sufficient to pay the principal of and premium, if any, and interest on, the Series 2018 Bonds.

4. The parties hereto entered into various other documents regarding the Series 2018 Bonds which are contained in a transcript of proceedings relating to the issuance of the Series 2018 Bonds (collectively, the Indenture, the Lease Agreement, and such other documents relating to the Series 2018 Bonds are referred to herein as the “Bond Documents”).

5. The Bond Documents provide that the parties hereto are authorized to amend or supplement the Bond Documents, subject to the terms and provisions contained therein.

6. The Company has requested and the parties hereto have consented and agreed that the Bond Documents shall be amended and supplemented by this Omnibus Amendment to extend the term of all Bond Documents and maturity of the Series 2018 Bonds to May 1, 2020.

7. All things necessary to constitute this Omnibus Amendment as a valid, legal and binding pledge and assignment of the property, rights, interests and revenues made therein for the security of the payment of the Series 2018 Bonds, have been done and performed, and the execution and delivery of this Omnibus Amendment has in all respects been duly authorized.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Definitions of Words and Terms. For all purposes of this Omnibus Amendment, except as otherwise provided or unless the context otherwise requires, the words and terms used in this Omnibus Amendment shall have the meanings set forth in the Indenture. Any words and terms defined herein that modify definitions already contained in the Indenture are intended to replace and supersede such definitions contained in the Indenture.

Section 2. Representation of Bondowner; Waiver. The Bondowner represents that it is the sole owner of the Series 2018 Bonds. Bondowner hereby waives any notice or consent provisions contained in the Bond Documents relating to amendment or supplement of the Bond Documents as contemplated by this Omnibus Amendment.

Section 3. Amendment to Bond Documents.

- (a) *Lease Term.* Notwithstanding anything to the contrary in the Indenture or Bond Documents, the parties hereby agree that the term of all Bond Documents and the Series 2018 Bonds shall be extended to May 1, 2020, and all references to any such term or maturity of the Series 2018 Bonds contained in the Bond Documents shall be amended to “May 1, 2020.”
- (b) *Inconsistent Provisions.* Any provisions of the Bond Documents inconsistent with the foregoing shall be considered amended in accordance with this Omnibus Amendment.

Section 4. Form of Bond. A Series 2018 Bond and the Trustee’s Certificate of Authentication to be endorsed thereon shall be delivered to the Trustee in substantially the form set forth in **Exhibit A** attached hereto, and such bond shall be executed and authenticated in the manner prescribed by the Indenture, with such necessary or appropriate variations, omissions and insertions as are permitted or required therein.

Section 5. Applicability of the Bond Documents. Except as otherwise provided in this Omnibus Amendment, the provisions of the Bond Documents are hereby ratified, approved and confirmed and incorporated herein. This Omnibus Amendment shall be construed as having been authorized, executed and delivered under the provisions of **Article XI** of the Indenture and **Article XIV** of the Lease.

Section 6. Immunity of Officers, Employees and Governing Body of Issuer. No recourse shall be had for the payment of the principal of or redemption premium, if any, or interest on any of the Series 2018 Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained herein against any past, present or future officer, director, member, employee or agent of the Issuer, or of any successor issuer, either directly or through the Issuer or any successor issuer, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Omnibus Amendment.

Section 7. Severability. If any provision hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 8. Execution in Counterparts. This Omnibus Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 9. Governing Law. This Omnibus Amendment shall be governed by and construed in accordance with the laws of the State of Kansas.

Section 10. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means. Electronic notices, copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Omnibus Amendment of Bond Documents to be duly executed by their duly authorized officers, as of the day and year first above written.

CITY OF OLATHE, KANSAS

[SEAL]

By: _____
Mayor

ATTEST:

By: _____
City Clerk

SECURITY BANK OF KANSAS CITY
as Trustee

By: _____
Title: _____

BLACKBOB KC SELF STORAGE, LTD.
as Company

By: Blackbob KC Self Storage GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Title: _____

BLACKBOB KC SELF STORAGE, LTD.
as Bondowner

By: Blackbob KC Self Storage GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Title: _____

This Bond has not been registered under the Securities Act of 1933, as amended, or any state securities laws, and this Bond may not be transferred unless (i) the Issuer consents in writing to such transfer, and (ii) the Issuer and the Trustee are furnished a written legal opinion from counsel acceptable to the Issuer, the Trustee and the Company, to the effect that such transfer is exempt from the registration requirements of the Securities Act of 1933, as amended, and any applicable state securities laws. This Bond may be transferred to any successor of the Company or any entity owned by or under common ownership with the Company without the necessity of obtaining the Issuer's consent or such an opinion.

**Registered
No. R-2**

**Registered
\$3,780,000**

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON**

CITY OF OLATHE, KANSAS

**INDUSTRIAL REVENUE BOND
(BLACKBOB KC SELF STORAGE, LTD. PROJECT)
SERIES 2018**

Interest Rate

Maturity Date

Dated Date

2.00%

May 1, 2020

May 3, 2018

REGISTERED OWNER:

BLACKBOB KC SELF STORAGE, LTD.

MAXIMUM PRINCIPAL AMOUNT:

**THREE MILLION SEVEN HUNDRED
EIGHTY THOUSAND DOLLARS**

THE CITY OF OLATHE, KANSAS, a municipal corporation organized and existing under the laws of the State of Kansas (the "Issuer"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Registered Owner named above or registered assigns, on the Maturity Date shown above, the principal amount shown above or such lesser amount as may be outstanding hereunder as reflected in the bond registration books maintained by the Trustee. 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, electronic transfer 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 rate shown above per annum payable in arrears on each Interest Payment Date, commencing on May 1, 2019, and continuing thereafter until the said Cumulative Outstanding Principal Amount is paid in full **provided**, that so long as the Company is the sole Registered Owner, the Paying Agent may make payments of principal on such Bond by internal bank transfer or by wire transfer to an account at a commercial bank or savings

institution designated by such Bondowner and located in the continental United States.. 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. The Bonds are issuable in the form of fully registered Bonds without coupons in the denomination of \$100,000 or any integral multiple of \$0.01 in excess thereof.

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.

THIS BOND is a duly authorized Bond of the Issuer designated “City of Olathe, Kansas Taxable Industrial Revenue Bonds (Blackbob KC Self Storage, Ltd. Project), Series 2018,” in the maximum aggregate principal amount of \$3,780,000 (the “Bonds”), to be issued for the purpose of providing funds to pay the cost of acquiring, constructing, installing, furnishing, and equipping a commercial project, including land, buildings, structures, improvements, fixtures, machinery, equipment, and all rights-of-way and appurtenances necessary and convenient therefor (the “Project”), to be leased to Blackbob KC Self Storage, Ltd., a Kansas (the “Company”), under the terms of a Lease Agreement dated as of May 1, 2018 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease Agreement”), between the Issuer and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations and 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 governing body of the Issuer.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of May 1, 2018 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the Issuer and Security Bank of Kansas City, as trustee (the “Trustee”). Subject to the terms and conditions set forth therein,

the Indenture permits the Issuer to issue Additional Bonds (as defined therein) secured by the Indenture on a parity with the Bonds. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the owners of the Bonds, and the terms upon which the Bonds are issued and secured.

THIS BOND shall be subject to redemption and payment as provided in the Indenture.

THE BONDS are special obligations of the Issuer payable solely out of the rents, revenues and receipts derived by the Issuer from the Project and not from any other fund or source of the Issuer, 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 Issuer under and pursuant to the Lease Agreement, all as provided in the Indenture. The Bonds do not constitute general obligations of the Issuer or the State of Kansas, and neither the Issuer nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease Agreement, 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 Issuer and deposited in a special account created by the Issuer and designated the "City of Olathe, Kansas, Taxable Industrial Revenue Bond Fund – Blackbob KC Self Storage, Ltd. Project, Series 2018."

THE OWNER of this Bond shall have no right to enforce the provision 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.

SUBJECT TO the requirements for transfer set forth above in the legend contained on the face of this Bond, this Bond is transferable, as provided in the Indenture, only upon the books of the Issuer kept for that purpose at the above-mentioned office of the Trustee by the Registered Owner hereof in person or by such person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or such person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, without coupons, and 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 Issuer, 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 without coupons in the maximum principal denomination of \$3,780,000.

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 Kansas.

IN WITNESS WHEREOF, the City of Olathe, Kansas, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon.

CITY OF OLATHE, KANSAS

By _____
Mayor

(SEAL)

ATTEST:

By _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (Blackbob KC Self Storage, Ltd. Project), Series 2018, described in the Trust Indenture. The effective date of registration of this Bond is set forth below.

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

Date

By _____
Name: _____
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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(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 _____ attorney 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.

Signature Guaranteed By:

[Seal]

(Name of Eligible Guarantor Institution (as)
defined by SEC Rule 17Ad-15, 12CFR
240.17Ad-15, or any similar rule which Trustee
deems applicable))

By _____
Title: _____
