



Crossroads Charter Schools

November Board Meeting

Date and Time

Monday November 19, 2018 at 5:00 PM CST

Location

816 Broadway Boulevard, Kansas City, MO 64105

Agenda

I. Opening Items

Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

C. Approve Minutes

Approve minutes for October 2018 Board Meeting on October 29, 2018

II. Administration Board Report

A. November Admin. Board Report

III. October Financials

Advisory

- A.** October Financial Report
- B.** October Check Register
- C.** Pro Forma
- D.** HVH Refinance

IV. Governance

Governance

- A.** Board Member Candidates

V. Closing Items

- A.** Adjourn Meeting

Coversheet

Approve Minutes

Section: I. Opening Items
Item: C. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for October 2018 Board Meeting on October 29, 2018

APPROVED



Crossroads Charter Schools

Minutes

October 2018 Board Meeting

Date and Time

Monday October 29, 2018 at 5:00 PM

Location

816 Broadway Street Kansas City, MO 64105

Trustees Present

B. Sweetman, D. Charity, D. Francis, P. Crawford, R. Cattelino, R. Moore

Trustees Absent

None

Guests Present

C. Hughley, D. Johnson, Don Maxwell, Paul Greenwood, R. Uptergrove, T. McDowell

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

B. Sweetman called a meeting of the board of trustees of Crossroads Charter Schools to order on Monday Oct 29, 2018 at 5:03 PM.

C. Approve Minutes

R. Moore made a motion to approve minutes from the September 2018 Board Meeting on 09-24-18 September 2018 Board Meeting on 09-24-18.

P. Crawford seconded the motion.

The board **VOTED** unanimously to approve the motion.

D. Charity made a motion to approve minutes from the September 2018 Board Meeting on 09-24-18 September 2018 Board Meeting on 09-24-18.

D. Francis seconded the motion.

The board **VOTED** unanimously to approve the motion.

II. Finance

A. September Financials

Paul Greenwood with EdOps discussed the September financials and YTD totals.

Total Revenue: \$3,231,230

Total Expense: \$2,660,183

Operating Net: \$571,046

B. September Check Register

D. Francis made a motion to Approve.

P. Crawford seconded the motion.

The board **VOTED** unanimously to approve the motion.

C. Updated ProForma

Paul Greenwood discussed the ProForma. Board decided to review the full ProForma and postpone the vote for approval at the November meeting.

D. Thayer Building Refinance

Don Maxwell discussed an update on the Thayer Building Refinance plan.

There was nothing to vote on, therefore the purpose of this agenda item changed to a "discuss."

E. Historic Virginia Hotel Refinance

Dean Johnson provided an update on the current state of the refinance of the Virginia Hotel. (Quality Hill) He will have the final plan and another updated in November.

III. Governance

A. Enrollment Policy Update

Courtney Hughley provided an update on the Enrollment Policy. No major changes were made. Crossroads will be partnering with 16 other Kansas City Charter Schools to create a Common App where families can apply for multiple schools in one spot.

D. Francis made a motion to Approve.

D. Charity seconded the motion.

The board **VOTED** unanimously to approve the motion.

B. ASBR Edit Letter

Dean Johnson discussed the Annual Secretary Board Report, a DESE requirement.

C. New Board Members

Beth Sweetman provided an update on a potential Board Candidate and mentioned there are two more candidates to interview.

IV. Operations

A. Board Safety Committee

D. Charity made a motion to Approve.

R. Cattelino seconded the motion.

The board **VOTED** unanimously to approve the motion.

V. Development

A. Development Updates

Dean Johnson provided an update on Crossroads fundraising and grant opportunities.

VI. Closed Session

A. Pursuant to 610.021 (3)

The Board Entered into Closed Session at 6:06 pm

Roll Call:

Patsy Crawford - Aye

Ron Cattelino - Aye

Beth Sweetman - Aye

Diane Charity - Aye

David Francis - Aye

The Closed Session Ended at 6:10 pm and returned to a regular meeting.

Roll Call:

David Francis - Aye

Ron Cattelino - Aye

Patsy Crawford - Aye
Diane Charity - Aye
Beth Sweetman - Aye

VII. Closing Items

A. Adjourn Meeting

B. Sweetman made a motion to adjourn the meeting.

D. Charity seconded the motion.

The board **VOTED** unanimously to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:10 PM.

Respectfully Submitted,
R. Uptergrove

Coversheet

November Admin. Board Report

Section: II. Administration Board Report
Item: A. November Admin. Board Report
Purpose: Discuss
Submitted by:
Related Material: Admin. Board Report - November 2018.pdf

Admin. Board Report

2018 – 2019 SMART Goals

Goal	SMART GOAL	CURRENT STATUS
#1	Students will master 85% of targeted learning goals by June 2019 (only reporting on QH and CS)	71%
#2	2018 MAP Test Proficiency/Advanced goal: ELA : 64% Math: 59% Science: 55%	2017 ELA score: 64% 2017 Math score: 42% 2017 Science score: 51% 2018 scores are released in Dec
#3	Students will maintain an attendance rate of 95% during the 2018-2019 school year	94.96%
#4	Have \$25,000 of income/expense for FY19	\$508,469
#5	Raise \$1,860,000 to fully fund Supplemental Operating Expenses by July 30, 2018	\$1,654,727 committed

Academic Report

Academic Program

This past April, CCS community lost our dear teacher Jacque Moore. Her passing was difficult for all of us who had come to love her, her spirit, her energy, and her humor. Since then, our CCS community has come together multiple times to honor and celebrate her life. One particular project that keeps bringing people together is the Jacque Moore Reading Nook at Central Street. Jacque's former student, who is now at CPA, is the one who came up with the design of the reading tree. Over the summer, multiple CCS staff from across the schools, along with members of Jacque's family, came together to build the tree and create the cozy reading nook. Parents, volunteers, and staff donated books, photos, poems, and other furnishings.

Recently, during their studies for Hispanic Heritage Month, the CS PACE students learned about ofrendas, a collection of objects placed on a table during the traditional Mexican Día de Muertos celebration of lost loved ones. The students held a book drive, visited Mattie Rhodes to do research on ofrendas, and decided to create one in memory of Jacque. Other classes donated books and made cards for the ofrenda. Kevin, Jacque's husband, visited the ofrenda and left one of Jacque's favorite treats- pop tarts.

The reading nook has become a place to gather, reflect, and enjoy each other's company, which is something that Jacque always did with 100% zeal! All are invited to stop by and visit.



Operations Report

Student Enrollment	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
CACS: Goal 326	329	325	325								
CAQH: Goal 278	270	273	273								
CPA: Goal 190	197	197	197								

FY19 YTD INCOME	FY19 YTD EXPENSES	FY18 YTD Income/Expense
\$3,231,230	\$2,722,761	\$508,469

Facilities Updates

Crossroads administration is working with MC Realty and BNIM to begin preliminary work facilities repairs and maintenance at all three schools. The more significant projects include HVAC replacement at Central Street, exterior window repair/replacement at Quality Hill and exterior painting/wood rot repair at Crossroads Prep. This initial step is to prioritize specific projects and identify costs.

Human Resources

We currently have an opening for a High School Spanish Teacher. The job description can be found on the website at <http://www.crossroadsschoolskc.org/careers>.

2018-19 Development Report

FY18 Development Report	Committed Operational	Off Budget	CPA Capital	Future Capital Commitments
Grants Received FY18				
Sherman Family Foundation			\$250,000	\$225,000
Healthcare Foundation	\$6,179			
Oppenstein Brothers Foundation				
Kauffman Foundation	\$324,975			
SchoolSmartKC	\$780,000			
Kirk Family Foundation	\$15,000		\$85,000	\$215,000
Stanley H. Durwood Foundation	\$50,000			
George K. Baum Family Foundation				
Ron Cattelino - Music Program Grant	\$10,000			
McGowan Charitable Foundation				
Francis Family Foundation				
Francis Family (David Francis Discretionary)			\$100,000	\$148,000
Royals Charities				
Early Education Grant Fund (pace)	\$50,000			
U.S. Dept of Education - CSP Grant	\$46,750			\$845,000
Hall Family Foundation			\$600,000	
W.T.Kemper Family Foundation			\$500,000	\$500,000
Jedel Foundation			\$10,000	
11th St. Neighborhood TIF fund				
E-Rate Program			\$23,207	\$14,827
Gary Dickinson Family Foundation (CPA)			\$50,000	
H&R Block Foundation				
R and C Charitable Foundation			\$12,000	
Fundraisers				
Fall Fundraiser	\$153,299			
Spring Fundraiser				
Other Giving				
Leverage Loan Interest	\$43,752			

CAKC Real Estate	\$172,697			
Individuals (non-fundraiser)	\$2,,075			
Totals	\$1,654,727		\$1,630,207	\$2,197,827
2018-19 Operational Fundraising Goal	\$1,860,000			
% of 2018-19 Goal Committed-to-Date	88.9%			
Pending Requests				
R.C. Kemper Charitable Trust			\$200,000	

Coversheet

October Financial Report

Section: III. October Financials
Item: A. October Financial Report
Purpose: Discuss
Submitted by:
Related Material: 2018 10 Finance Report.pdf



October 2018 Financials

PREPARED **NOVEMBER 2018** BY



- **Key Performance Indicators**
- **Forecast Overview**
- **Cash Forecast**
- **Forecast History**
- **Key Forecast Changes This Month**
- **Notable Forecast Variances**
- **Appendix: Financials**

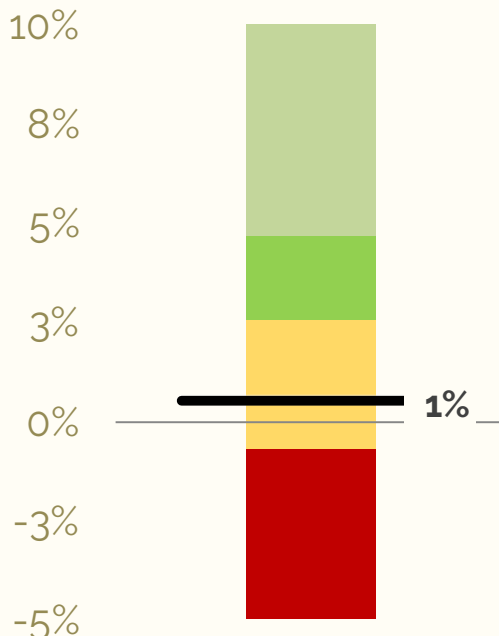
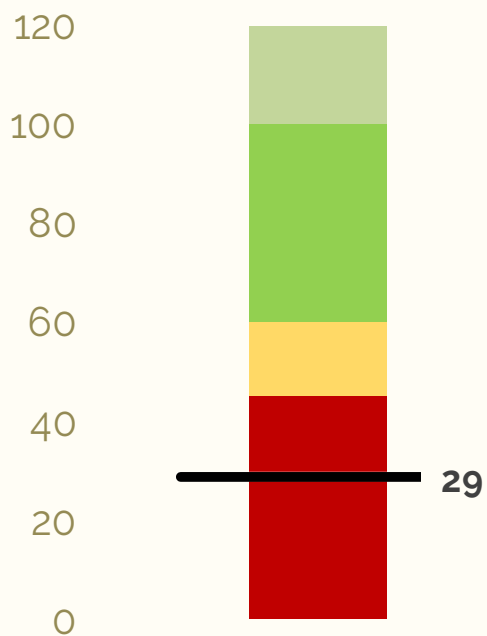
Key Performance Indicators

Days of Cash

Cash balance at year-end divided by average daily expenses

Gross Margin

Revenue less expenses, divided by revenue



29 DAYS OF CASH AT YEAR'S END

The school's 29 days of year-end cash is below the recommended 60 days.

1% GROSS MARGIN

The forecasted net income is \$59k, which is \$33k above the budget. It yields a 1% gross margin.

Forecast Overview

Forecast Budget Variance Variance Graphic Comments

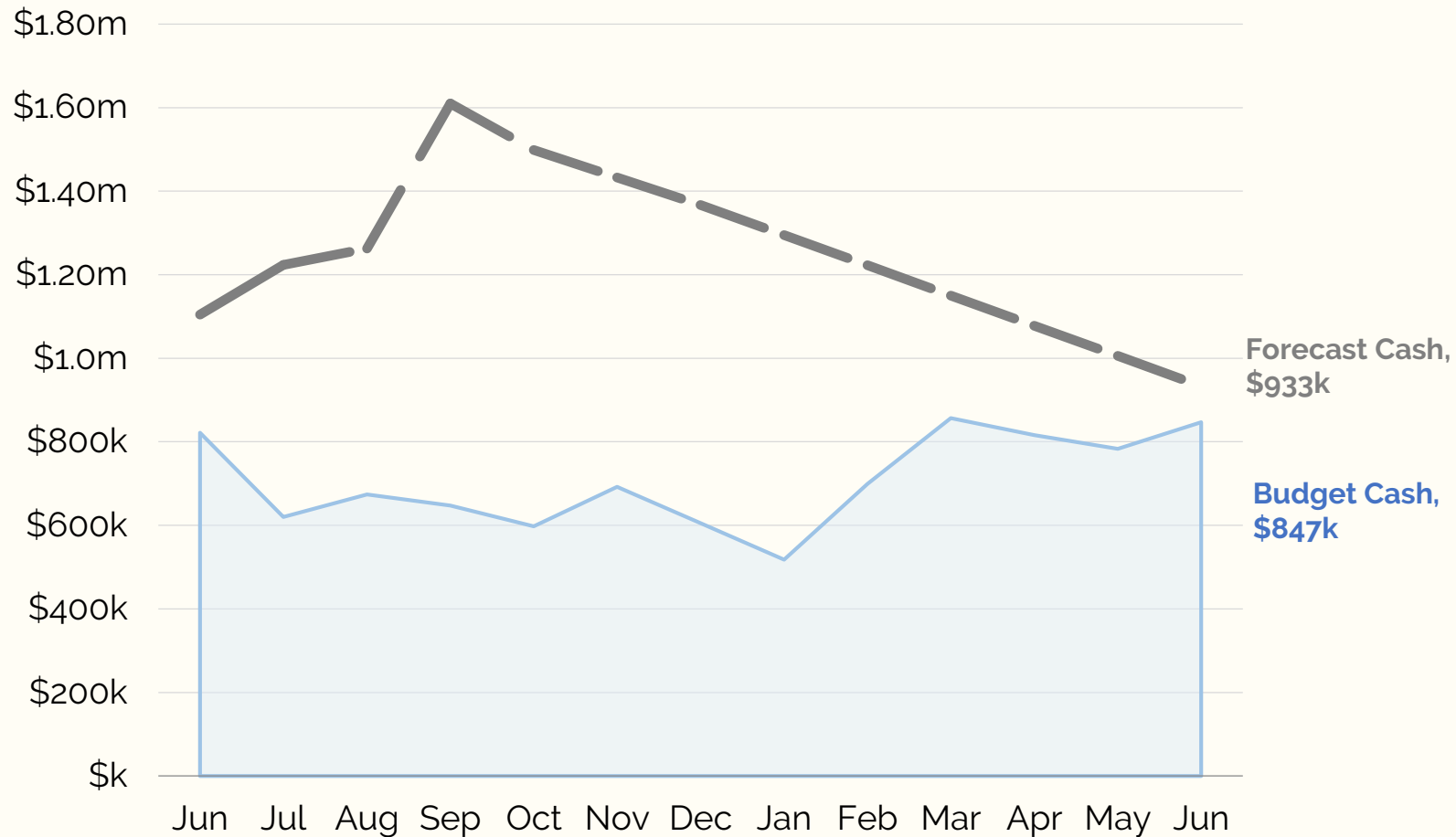
Revenue	11,711,395	11,628,137	83,259		State revenue has been updated based on October payment and core data information. The school's actual WADA in FY 18 was 7 points higher than projected, so there will be a positive prior year adjustment.
Expenses	11,652,609	11,602,557	(50,052)		Have updated salaries and benefits to reflect current staffing levels and salaries as well as actual benefit selections
Net Income	58,786	25,580	33,206		
Cash Flow Adjustments	(230,000)	0	(230,000)		The balance in fund 40 at the end of FY 18 was 230K, meaning the school had 230K more in capital for Thayer than it had spent. This adjustment integrates FY 19 spending on Thayer into the cash forecast
Change in Cash	(171,214)	25,580	(196,794)		

Cash Flow Forecast

29 Days of Cash at year's end

We forecast the school's year ending cash balance as **\$933k**, **\$86k** above budget.

The school's ending FY 18 cash balance was inflated to some degree by capital raised for Thayer that wasn't expensed as of 6/30/18. That being said, current FY 19 projected cash is favorable to budget due to state revenue paying \$100/WADA more than budget.



Key Forecast Changes This Month



The following forecast changes **since last month** resulted in a reduction of **\$149k** in cash:

Annual Change	Category	Accounts driving change	Less Cash	More Cash
\$130,281 more cash	State Revenue State revenue now reconciled to actual FRL and ELL numbers, and has incorporated PY adjustment, and current transportation project with DESE(+30K)	Basic Formula		
		Transportation		
		Classroom Trust Fun		
\$38,232 less cash	Salaries Driven by payment of stipends, currently evaluating annual projection	Es Instruct Cert Ft		
		Es Instruct Aides		
		Counseling Supp Pay		
		Com Serv Nc Ft		
		Com Serv Nc P		
\$5,354 less cash	Student Expense, Direct	Instruct Tech Tech Repai		
\$230,000 less cash	Facilities Project Adjustments Capital spending on Thayer from capital raised in FY 18	Add to facilities		

Year-To-Date **Annual Forecast**

	Actual	Budget	Variance	Forecast	Budget	Variance	Remaining
Revenue							
Local Revenue	1,471,901	1,021,289	450,612	2,717,145	2,699,752	17,393	1,245,244
State Revenue	2,687,830	2,415,078	272,752	8,336,373	8,270,508	65,865	5,648,543
Federal Revenue	132,835	146,022	(13,187)	657,877	657,877	(0)	525,042
Total Revenue	4,292,566	3,582,389	710,177	11,711,395	11,628,137	83,259	1 7,418,829
Expenses							
Salaries	1,658,608	1,678,150	19,541	5,224,119	5,218,656	(6,358)	3,566,406
Benefits and Taxes	492,475	515,320	22,845	1,566,904	1,545,960	(20,683)	1,074,168
Staff-Related Costs	43,250	34,267	(8,984)	102,800	102,800	(0)	59,550
Rent	198,064	265,960	67,896	577,880	797,880	220,000	379,816
Occupancy Service	535,388	490,373	(45,015)	1,201,746	1,471,119	269,373	666,358
Student Expense, Direct	421,126	287,521	(133,605)	1,076,728	862,564	(214,164)	655,602
Student Expense, Indirect	61,136	88,333	27,198	265,000	265,000	(0)	203,864
Office & Business Expense	278,361	228,360	(50,001)	728,998	685,080	(43,918)	450,636
Transportation	122,421	217,833	95,411	653,498	653,498	(0)	531,077
Total Ordinary Expenses	3,810,830	3,806,117	(4,713)	11,397,673	11,602,557	204,250	7,587,477
Net Operating Income	481,736	(223,728)	705,464	313,722	25,580	288,142	(168,014)
Extraordinary Expenses							
Interest	83,880	-	(83,880)	254,303	-	(254,303)	170,422
Total Extraordinary Expenses	83,880	-	(83,880)	254,303	-	(254,303)	170,422
Total Expenses	3,894,710	3,806,117	(88,593)	11,651,976	11,602,557	(50,052)	2 7,757,899
Net Income	397,856	(223,728)	621,584	59,419	25,580	33,839	3 338,436
Cash Flow Adjustments	(3,568)	-	(3,568)	(230,000)	-	(230,000)	4 (226,432)
Change in Cash	394,288	(223,728)	618,016	(471,311)	25,580	(196,794)	5 (565,502)

1 REVENUE: \$83K AHEAD

Driven by re-projection of state revenue based on October payment info, core data, and transportation increase

2 EXPENSES: \$50K BEHIND

Have updated salaries and benefits to reflect current staffing levels and salaries as well as actual benefit selections

3 NET INCOME: \$34K ahead

Current outlook on FY 19 budget performance is positive with realization of positive revenue info

4 CASH ADJ:\$230K BEHIND

Related to Thayer spend using capital funds raised in FY 18

5 NET CHANGE IN CASH: \$197K BEHIND

Original budget projection did take into consideration the timing of Thayer capital raise and spend occurring in different fiscal years

Monthly Financials

	Year-to-Date				Forecast								TOTAL
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Income Statement													
Revenue													
Local Revenue	387,492	358,181	417,770	308,458	155,656	155,656	155,656	155,656	155,656	155,656	155,656	155,656	2,717,145
State Revenue	550,777	547,142	900,980	688,931	706,068	706,068	706,068	706,068	706,068	706,068	706,068	706,068	8,336,373
Federal Revenue	3,809	0	65,080	63,947	65,630	65,630	65,630	65,630	65,630	65,630	65,630	65,630	657,877
Total Revenue	942,077	905,323	1,383,830	1,061,336	927,354	927,354	927,354	927,354	927,354	927,354	927,354	927,354	11,711,395
Expenses													
Salaries	368,866	405,558	434,086	450,098	445,801	445,801	445,801	445,801	445,801	445,801	445,801	445,801	5,225,014
Benefits and Taxes	117,378	121,517	126,380	127,200	129,396	129,396	135,896	135,896	135,896	135,896	135,896	135,896	1,566,643
Staff-Related Costs	19,498	5,083	12,056	6,613	7,444	7,444	7,444	7,444	7,444	7,444	7,444	7,444	102,800
Rent	46,072	53,432	49,618	48,943	47,477	47,477	47,477	47,477	47,477	47,477	47,477	47,477	577,880
Occupancy Service	40,606	135,982	169,681	189,119	83,295	83,295	83,295	83,295	83,295	83,295	83,295	83,295	1,201,746
Student Expense, Direct	70,699	97,366	132,595	120,465	81,950	81,950	81,950	81,950	81,950	81,950	81,950	81,950	1,076,728
Student Expense, Indirect	0	0	26,966	34,169	25,483	25,483	25,483	25,483	25,483	25,483	25,483	25,483	265,000
Office & Business Expense	86,980	86,690	50,904	53,787	56,330	56,330	56,330	56,330	56,330	56,330	56,330	56,330	728,998
Transportation	0	2,458	88	119,876	66,385	66,385	66,385	66,385	66,385	66,385	66,385	66,385	653,498
Interest	20,461	21,063	21,054	21,303	21,303	21,303	21,303	21,303	21,303	21,303	21,303	21,303	254,303
Total Ordinary Expenses	770,560	929,151	1,023,428	1,171,572	964,863	964,863	971,362	971,362	971,362	971,362	971,362	971,362	11,652,609
Total Expenses	1,541,119	1,858,301	2,046,856	2,343,144	1,929,725	1,929,725	1,942,725	1,942,725	1,942,725	1,942,725	1,942,725	1,942,725	23,305,218
Net Income	171,518	-23,828	360,402	-110,236	-37,509	-37,509	-44,009	-44,009	-44,009	-44,009	-44,009	-44,009	59,419
Cash Flow Adjustments	-52,729	63,096	-13,141	-794	-28,304	-28,304	-28,304	-28,304	-28,304	-28,304	-28,304	-28,304	-230,000
Change in Cash	118,789	39,268	347,261	-111,030	-65,813	-65,813	-72,313	-72,313	-72,313	-72,313	-72,313	-72,313	-171,214

Coversheet

October Check Register

Section: III. October Financials
Item: B. October Check Register
Purpose: Vote
Submitted by:
Related Material: 2018 10 CheckRegister.pdf

Crossroads Academy of Kansas City, Inc.
11/15/2018 6:39 AM

Check Register by Type

Page: 1
User ID: PAUL

Payee Type: Vendor		Check Type: Automatic Payment			Checking Account ID: 1		
<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Check Amount</u>
1603677	10/01/2018	X			CAKCESTAT	CROSSROADS REAL ESTATE COMPANY	27,899.00
1603680	10/18/2018	X			ATT	AT&T	532.05
1603681	10/31/2018	X			UHCBS	UHCBS REIMBURSEMENT	1,560.66
1603682	10/03/2018	X			BCBS	BLUE CROSS AND BLUE SHELDF OF KANSAS CITY	62,649.07
1603683	10/13/2018	X			UNUM	UNUM LIFE INSURANCE COMPANY OF AMERICA	313.46
1603684	10/02/2018	X			HVH	HISTORIC VIRGINIA HOTEL	14,500.00
1603685	10/29/2018	X			KCPL	KCP&L	10,881.07
1603686	10/22/2018	X			HARTFORD	THE HARTFORD INSURANCE COMPANY	1,229.20
1603687	10/25/2018	X			HANOVER	THE HANOVER INSURANCE CO	7,562.60
1603688	10/11/2018	X			REPUBLIC	REPUBLIC SERVICES #468	1,131.01
1603689	10/15/2018	X			GOOGLEF	GOOGLE FIBER	130.00
1603690	10/11/2018	X			UNITED	UNITED HEALTH CARE INSURANCE COMPANY	799.31
1603695	11/05/2018	X			COMMERCECC	COMMERCE BANK - COMMERCIAL CARDS	19,039.57
1603708	10/02/2018	X			FIRSTAMERI	FIRST AMERICAN TITLE INSURANCE	49,301.52
Checking Account ID: 1					Void Total:	0.00	Total without Voids: 197,528.52
Check Type Total: Automatic Payment					Void Total:	0.00	Total without Voids: 197,528.52

Payee Type: Vendor		Check Type: Check			Checking Account ID: 1		
<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Check Amount</u>
1729	10/03/2018	X			SCHMDEN	DENISE SCHMIDT	23.00
1731	10/15/2018	X			BEIGNET	BEIGNET	500.00
1732	10/18/2018	X			JACKSTACK	JACK STACK BBQ	500.00
1733	10/24/2018	X			MILWAUKEE	MILWAUKEE DELI	500.00
1734	10/15/2018	X			ROOM39	Room 39	500.00
1738	10/16/2018	X			SPOKES	SPOKES CAFE AND CYCLERY	500.00
1739	10/16/2018	X			SWOON	Swoon	150.00
1740	10/23/2018	X			GRANDHALLA	The Grand Hall at Power & Light	1,250.00
1741	10/23/2018	X			GRANDHALLA	The Grand Hall at Power & Light	50.00
1742	10/22/2018	X			MARIADIC	MARIA DICKSON	1,969.66
1743	10/24/2018	X			MILWAUKEE	MILWAUKEE DELI	150.00
1744	10/26/2018	X			SPOKES	SPOKES CAFE AND CYCLERY	150.00
1746	10/29/2018	X			SCHLADA	Adam Schlozman	200.00
1747	10/23/2018	X			ANDREWSTIN	ANDREW STINSON	200.00
1748	10/31/2018	X			BRIANSTEEV	BRIAN STEEVER	200.00
1749	10/22/2018	X			BLAKE	BLAKE DEIBEL	240.00
1750	10/19/2018	X			CASH	CASH	300.00
1752	10/31/2018	X			MATTIERHOD	MATTIE RHODES CENTER	60.00
72030824	10/02/2018	X			SIEMENS	SIEMENS INDUSTRY, INC	1,541.25
72031143	10/02/2018	X			MORIEN	Jennifer Moriarty	39.93
72031144	10/02/2018	X			ATRONIC	ATRONIC ALARMS INC	352.84
72031145	10/02/2018	X			APPLEBUS	APPLE BUS COMPANY	55,723.25
72031695	10/02/2018	X			ISS	ISS FACILITY SERVICES - KC	1,606.74
72031696	10/02/2018	X			ISS	ISS FACILITY SERVICES - KC	974.56
72031697	10/02/2018	X			ISS	ISS FACILITY SERVICES - KC	240.60
72031698	10/02/2018	X			ISS	ISS FACILITY SERVICES - KC	1,866.91
72031699	10/02/2018	X			SHERWINWM	SHERWIN WILLIAMS	223.95
72031700	10/02/2018	X			PARALLEL	Parallel Employment Group	1,395.53
72031701	10/02/2018	X			KJETT	K JETT SERVICES	134.00
72031702	10/02/2018	X			ISS	ISS FACILITY SERVICES - KC	1,927.09
72031703	10/02/2018	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	16.92
72031704	10/02/2018	X			ISS	ISS FACILITY SERVICES - KC	1,482.88
72031705	10/02/2018	X			RAMAIR	RAM AIR	88.57
72031706	10/02/2018	X			RAMAIR	RAM AIR	213.71
72031707	10/02/2018	X			ISS	ISS FACILITY SERVICES - KC	612.44
72031708	10/02/2018	X			UMKC	UMKC PDC	30.00
72031709	10/02/2018	X			BOYKCOU	COURTNEY BOYKIN	1,000.00
72031710	10/02/2018	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	545.37

Crossroads Academy of Kansas City, Inc.
11/15/2018 6:39 AM

Check Register by Type

Page: 2
User ID: PAUL

Payee Type: Vendor		Check Type: Check			Checking Account ID: 1		
Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Check Amount
72031711	10/02/2018	X			SWOPE	SWOPE CORRIDOR RENAISSANCE/UPPER ROOM, INC.	18,335.13
72031712	10/02/2018	X			SWOPE	SWOPE CORRIDOR RENAISSANCE/UPPER ROOM, INC.	18,335.13
72031713	10/02/2018	X			SQUARE	SQUARE, INC.	4,908.49
72031714	10/02/2018	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	47.64
72031715	10/02/2018	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	8.69
72031716	10/02/2018	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	8.27
72032304	10/02/2018	X			SOLI	SOLI AND SOLI INC	180.00
72032305	10/02/2018	X			OTIS	OTIS ELEVATOR	421.00
72032306	10/02/2018	X			STASON	STASON, LLC	791.18
72064475	10/16/2018	X			ALLNATIONS	ALL NATIONS FLAG	48.90
72064476	10/16/2018	X			COTERIE	COTERIE THEATER	286.00
72064477	10/16/2018	X			LITLAB	The Literacy Lab	5,000.00
72064478	10/16/2018	X			PATHWAY	PATHWAYS TO READING, INC	460.00
72064479	10/16/2018	X			GRANDMA	GRANDMA'S OFFICE CATERING	1,967.70
72064480	10/16/2018	X			PINNACLE	PINNACLE	57.50
72064481	10/16/2018	X			PROGRESSIV	PROGRESSIVE ELECTRONICS, INC.	167.50
72064482	10/16/2018	X			ATT	AT&T	235.62
72064483	10/16/2018	X			ATT	AT&T	86.33
72064484	10/16/2018	X			KCBH	KANSAS CITY BEHAVIORAL HEALTH	6,472.00
72064485	10/16/2018	X			SCHOOLECON	School of Economics	1,170.00
72064486	10/16/2018	X			PINNACLE	PINNACLE	220.00
72064487	10/16/2018	X			PINNACLE	PINNACLE	51.00
72064488	10/16/2018	X			OTIS	OTIS ELEVATOR	1,534.00
72064489	10/16/2018	X			THYSSELEV	THYSSENKRUPP ELEVATOR CORP	321.06
72064490	10/16/2018	X			AMAZON	AMAZON.COM	13.99
72064491	10/16/2018	X			PROGRESSIV	PROGRESSIVE ELECTRONICS, INC.	220.00
72064492	10/16/2018	X			PARALLEL	Parallel Employment Group	521.64
72064493	10/16/2018	X			K12ITC	K12 ITC, INC.	250.00
72064494	10/16/2018	X			PLAZAACADE	THE PLAZA ACADEMY	900.00
72064495	10/16/2018	X			PLAZAACADE	THE PLAZA ACADEMY	900.00
72064496	10/16/2018	X			PLAZAACADE	THE PLAZA ACADEMY	50.00
72064497	10/16/2018	X			PLAZAACADE	THE PLAZA ACADEMY	900.00
72064498	10/16/2018	X			PLAZAACADE	THE PLAZA ACADEMY	900.00
72064499	10/16/2018	X			UMKC	UMKC PDC	50.00
72064500	10/16/2018	X			GLOBALMULT	GLOBAL AND MULTICULTURAL EDUCATOIN (GAME)	1,000.00
72064501	10/16/2018	X			KENTON	KENTON BROTHER'S INC	19.75
72064502	10/16/2018	X			KENTON	KENTON BROTHER'S INC	7.90
72064503	10/16/2018	X			SPENCER	SPENCER FANE BRITT & BROWNE LLP	200.00
72064504	10/16/2018	X			WILLALEX	ALEX WILLIAMS	750.00
72064505	10/16/2018	X			PARALLEL	Parallel Employment Group	1,717.16
72064506	10/16/2018	X			BYERS	BYERS GLASS & MIRROR INC	422.00
72064507	10/16/2018	X			MIZZOU	MIZZOU K-12 ONLINE	4,595.00
72064508	10/16/2018	X			ISS	ISS FACILITY SERVICES - KC	369.57
72064509	10/16/2018	X			ISS	ISS FACILITY SERVICES - KC	64.75
72064510	10/16/2018	X			ISS	ISS FACILITY SERVICES - KC	972.82
72064511	10/16/2018	X			ISS	ISS FACILITY SERVICES - KC	1,719.98
72064746	10/16/2018	X			SIEMENS	SIEMENS INDUSTRY, INC	414.15
72065188	10/16/2018	X			BAKERBAKER	AUDREY BAKER	600.00
72065189	10/16/2018	X			YARDI	YARDI MARKETPLACE	45.42
72065190	10/16/2018	X			SOLI	SOLI AND SOLI INC	580.00
72065191	10/16/2018	X			KCTG	DBA KANSAS CITY TRANSPORTATION GROUP INC	5,906.00
72065192	10/16/2018	X			QHA	QUALITY HILL ASSOCIATES LLC	349.00
72065193	10/16/2018	X			FOLLY	FOLLY THEATER BUSINESS OFFICE	709.00
72065194	10/16/2018	X			KCAV	KANSAS CITY AUDIO-VISUAL	1,428.00
72065195	10/16/2018	X			MEDELLIN	Medellin Landscaping & Gardening	642.00
72065196	10/16/2018	X			IRESQ	IResQ	894.60

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72065197	10/16/2018	X			AMERDINING	AMERICAN FOOD & VENDING CORP	13,321.60
72065485	10/16/2018	X			VANDMOR	MORIAH VANDERBURG	80.78
72065486	10/16/2018	X			GRIFCHA	CHARLOTTE GRIFFITHS	146.44
72065487	10/16/2018	X			BATENIK	NIKKI BATES	500.00
72065488	10/16/2018	X			PAYPOOL	PAYPOOL	776.16
72065489	10/16/2018	X			DATAMAX	DATAMAX, INC	1,342.28
72065490	10/16/2018	X			21STCENT	21ST CENTURY THERAPY, P.C.	1,803.75
72065491	10/16/2018	X			DATAMAX	DATAMAX, INC	2,646.27
72065492	10/16/2018	X			DONALD	DONALD E MAXWELL, LLC	4,400.00
72065493	10/16/2018	X			EDOPS	EdOps	10,750.00
72065494	10/16/2018	X			FERGUSON	Ferguson Enterprises Inc # 215	48.78
72065495	10/16/2018	X			MIDCON	MID-CON MANAGEMENT-DST	6,445.00
72065496	10/16/2018	X			TIERNEY	TIERNEY OFFICE PRODUCTS	1,123.89
72065497	10/16/2018	X			KELLY	KELLY SERVICES, INC	5,678.20
72119826	10/23/2018	X			THEATER	THEATER FOR YOUNG AMERICAN	180.00
72119827	10/23/2018	X			PARALLEL	Parallel Employment Group	1,333.08
72119828	10/23/2018	X			KCSYMPHONY	KANSA CITY SYMPHONY	194.00
72119829	10/23/2018	X			AMAZON	AMAZON.COM	123.54
72119830	10/23/2018	X			BYERS	BYERS GLASS & MIRROR INC	2,734.00
72119831	10/23/2018	X			BUSIMPACT	BUSINESS IMPACT GROUP	1,764.00
72119832	10/23/2018	X			SWOPE	SWOPE CORRIDOR RENAISSANCE/UPPER ROOM, INC.	18,335.13
72119833	10/23/2018	X			MAHAFFIE	MAHAFFIE	264.00
72119834	10/23/2018	X			RSC	RSC	218.00
72119835	10/23/2018	X			VEOLIA	VEOLIA ENERGY	72.95
72119836	10/23/2018	X			SMITHEREEN	SMITHEREEN PEST MANAGEMENT	50.00
72119837	10/23/2018	X			SPIRE	SPIRE	213.63
72119838	10/23/2018	X			FERGUSON	Ferguson Enterprises Inc # 215	399.98
72119839	10/23/2018	X			MCREALTY	MC REALTY GROUP, LLC	7,665.48
72119840	10/23/2018	X			MONARCHBUI	MONARCH BUILD LLC	1,730.00
72119841	10/23/2018	X			K12ITC	K12 ITC, INC.	13,301.73
72119842	10/23/2018	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	44.95
72119843	10/23/2018	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	460.22
72119844	10/23/2018	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	10.73
72119845	10/23/2018	X			WILLALEX	ALEX WILLIAMS	750.00
72119846	10/23/2018	X			BOYKCOU	COURTNEY BOYKIN	1,000.00
72119847	10/23/2018	X			GREAZAC	ZAC GREASON	1,000.00
72119848	10/23/2018	X			SIEMERSGRE	GRETCHEN SIEMERS	88.00
72119849	10/23/2018	X			UMKC	UMKC PDC	50.00
72120426	10/23/2018	X			SOLI	SOLI AND SOLI INC	262.00
72120427	10/23/2018	X			FOLLY	FOLLY THEATER BUSINESS OFFICE	540.00
72120428	10/23/2018	X			MSBA	MISSOURI SCHOOL BOARDS ASSOCIATION	1,017.43
72120429	10/23/2018	X			CONCENTRA	CONCENTRA	59.00
72120430	10/23/2018	X			CINTASFIRE	Cintas Fire Protection	405.67
72120431	10/23/2018	X			AGUIRRECC	TONY AGUIRRE COMMUNITY CENTER	425.00
72120432	10/23/2018	X			AMERJAZZ	American Jazz Museum	230.00
72120433	10/23/2018	X			SEESAW	SEESAW LEARNING	931.00
72120434	10/23/2018	X			OSGOOD	OSGOOD, CHRIS	30.99
72120435	10/23/2018	X			OGLETREE	OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.	73.80
72120436	10/23/2018	X			AMERDINING	AMERICAN FOOD & VENDING CORP	12,169.60
72120820	10/23/2018	X			GANNLIS	LISA GANN	17.98
72120821	10/23/2018	X			ROSTJEN	JENNIFER ROSTOHAR	58.50
72120822	10/23/2018	X			MORIEN	Jennifer Moriarty	64.23
72120823	10/23/2018	X			DATAMAX	DATAMAX, INC	86.44
72120824	10/23/2018	X			KELLY	KELLY SERVICES, INC	174.00
72120825	10/23/2018	X			ATRONIC	ATRONIC ALARMS INC	180.00
72120826	10/23/2018	X			FERGUSON	Ferguson Enterprises Inc # 215	193.82
72120827	10/23/2018	X			MCGOVERN	MCGOVERN, CLAIR	500.00

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72120828	10/23/2018	X			HIGENE	HI-GENE'S JANITORIAL	5,189.60
72120829	10/23/2018	X			TURNER	TURNER CONSTRUCTION	15,695.00
72120830	10/23/2018	X			PARKU	Park University	16,405.12
72120831	10/23/2018	X			APPLEBUS	APPLE BUS COMPANY	58,246.25
72120832	10/23/2018	X			HIGENE	HI-GENE'S JANITORIAL	14,691.50
72120833	10/23/2018	X			ENOCHEMINM	ENOCHE MINME	3,000.00
72120834	10/23/2018	X			RAININGBIR	JILLIAN RAININGBIRD-MINME	3,000.00
72136823	10/30/2018	X			MCREALTY	MC REALTY GROUP, LLC	9,847.50
72136824	10/30/2018	X			OTIS	OTIS ELEVATOR	109.20
72136825	10/30/2018	X			OTIS	OTIS ELEVATOR	1,534.00
72136826	10/30/2018	X			COTERIE	COTERIE THEATER	120.00
72136827	10/30/2018	X			SIEMERSGRE	GRETCHEN SIEMERS	43.89
72136828	10/30/2018	X			BETTYRAES	BETTYRAES	81.00
72136829	10/30/2018	X			MARIADIC	MARIA DICKSON	1,460.00
72136830	10/30/2018	X			BAKERBAKER	AUDREY BAKER	200.00
72136831	10/30/2018	X			ISS	ISS FACILITY SERVICES - KC	1,372.20
72136832	10/30/2018	X			RAMAIR	RAM AIR	21.30
72136833	10/30/2018	X			ISS	ISS FACILITY SERVICES - KC	986.79
72136834	10/30/2018	X			ISS	ISS FACILITY SERVICES - KC	2,571.11
72136835	10/30/2018	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	587.43
72136836	10/30/2018	X			KCWATER	KCMO WATER SERVICES DEPARTMENT	14.47
72136837	10/30/2018	X			SMITHEREEN	SMITHEREEN PEST MANAGEMENT	50.00
72136838	10/30/2018	X			AMAZON	AMAZON.COM	18.02
72136839	10/30/2018	X			AMAZON	AMAZON.COM	15.28
72136840	10/30/2018	X			AMAZON	AMAZON.COM	97.42
72136841	10/30/2018	X			AMAZON	AMAZON.COM	41.88
72136842	10/30/2018	X			AMAZON	AMAZON.COM	197.63
72136843	10/30/2018	X			RSC	RSC	61.00
72136844	10/30/2018	X			AMAZON	AMAZON.COM	15.89
72136845	10/30/2018	X			AMAZON	AMAZON.COM	303.84
72136846	10/30/2018	X			AMAZON	AMAZON.COM	73.70
72136847	10/30/2018	X			AMAZON	AMAZON.COM	19.98
72136848	10/30/2018	X			AMAZON	AMAZON.COM	174.95
72136849	10/30/2018	X			AMAZON	AMAZON.COM	113.49
72136850	10/30/2018	X			AMAZON	AMAZON.COM	25.98
72136851	10/30/2018	X			AMAZON	AMAZON.COM	88.67
72136852	10/30/2018	X			AMAZON	AMAZON.COM	25.48
72136853	10/30/2018	X			YARDI	YARDI MARKETPLACE	256.68
72136854	10/30/2018	X			MCPSA	MISSOURI CHARTER PUBLIC SCHOOL ASSOC	1,100.00
72136855	10/30/2018	X			ISS	ISS FACILITY SERVICES - KC	1,325.70
72136856	10/30/2018	X			ISS	ISS FACILITY SERVICES - KC	900.60
72136857	10/30/2018	X			ISS	ISS FACILITY SERVICES - KC	1,304.48
72136858	10/30/2018	X			ATT	AT&T	296.09
72136859	10/30/2018	X			AMAZON	AMAZON.COM	11.23
72136860	10/30/2018	X			AMAZON	AMAZON.COM	46.99
72136861	10/30/2018	X			YARDI	YARDI MARKETPLACE	945.42
72136862	10/30/2018	X			AMAZON	AMAZON.COM	109.94
72136863	10/30/2018	X			AMAZON	AMAZON.COM	112.41
72136864	10/30/2018	X			PARALLEL	Parallel Employment Group	661.71
72137487	10/30/2018	X			YARDI	YARDI MARKETPLACE	856.50
72137488	10/30/2018	X			KCAV	KANSAS CITY AUDIO-VISUAL	90.00
72137489	10/30/2018	X			DORMAUSA	Dorma USA Inc.	225.00
72137490	10/30/2018	X			LEXINGTON	LEXINGTON PLUMBING & HEATING CO INC	485.00
72137491	10/30/2018	X			STASON	STASON, LLC	934.95
72137492	10/30/2018	X			MEDELLIN	Medellin Landscaping & Gardening	616.50
72137493	10/30/2018	X			AMERDINING	AMERICAN FOOD & VENDING CORP	6,710.40
72137874	10/30/2018	X			DATAMAX	DATAMAX, INC	204.00
72137875	10/30/2018	X			MCGOVERN	MCGOVERN, CLAIR	500.00
72137876	10/30/2018	X			DATAMAX	DATAMAX, INC	3,170.16

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72137877	10/30/2018	X			KELLY	KELLY SERVICES, INC	174.00
72137878	10/30/2018	X			TIERNEY	TIERNEY OFFICE PRODUCTS	511.35
Checking Account ID: 1					Void Total:	0.00	Total without Voids: 443,199.78
Check Type Total: Check					Void Total:	0.00	Total without Voids: 443,199.78
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Coversheet

Pro Forma

Section: III. October Financials
Item: C. Pro Forma
Purpose: Vote
Submitted by:
Related Material: Pro Forma.pdf

Students		900	1,000	1,056	1,106	1,156	1,206	1,256
ADA		851	945	998	1,045	1,092	1,140	1,187
WADA		1,096	1,215	1,285	1,345	1,405	1,466	1,526
\$/WADA		\$ 8,609	\$ 8,644	\$ 8,678	\$ 8,713	\$ 8,748	\$ 8,783	\$ 8,818
	Local Revenue	934,944	1,199,802	1,286,922	1,321,221	1,396,804	1,473,766	1,553,284
	State Revenue	9,382,310	10,444,645	11,092,764	11,660,687	12,233,322	12,820,148	13,402,376
	Federal Revenue	750,483	838,383	890,135	936,244	981,597	1,027,256	1,073,229
	Private Grants and Donat	1,600,000	1,150,000	1,000,000	1,000,000	750,000	750,000	750,000
	Earned Fees	67,500	75,000	79,200	82,950	86,700	90,450	94,200
Total Revenue		12,735,236	13,707,830	14,349,021	15,001,102	15,448,423	16,161,621	16,873,088
	Operating Expense							
	Salaries	5,828,136	6,412,848	6,769,913	7,115,979	7,555,592	7,872,258	8,200,356
	Benefits and Taxes	1,806,070	2,011,606	2,101,419	2,200,988	2,303,863	2,385,798	2,452,088
	Staff-Related Costs	105,794	108,000	110,880	110,600	115,600	120,600	125,600
	Rent	755,000	791,000	795,000	795,000	461,000	485,000	485,000
	Occupancy Service	1,035,419	1,057,159	1,082,824	1,051,049	1,077,850	1,105,246	1,136,803
	Student Expense, Direct	1,335,680	1,464,618	1,534,925	1,602,005	1,684,870	1,767,707	1,850,546
	Student Expense, Indirect	307,069	340,000	359,040	376,040	393,040	410,040	427,040
	Office & Business Expenses	815,783	863,882	897,092	922,663	953,736	980,372	1,008,417
	Transportation	587,926	654,849	693,258	727,957	762,884	798,049	833,462
Total Operating Expense		12,576,878	13,703,961	14,344,350	14,902,280	15,308,436	15,925,070	16,519,312
Net Operating Income		158,358	3,869	4,671	98,821	139,987	236,550	353,776
June 30 Cash		1,008,358	1,012,227	1,016,898	1,115,720	1,255,707	1,492,257	1,846,034
Fund Balance		8.0%	7.4%	7.1%	7.5%	8.2%	9.4%	11.2%

Coversheet

HVH Refinance

Section: III. October Financials
Item: D. HVH Refinance
Purpose: Vote
Submitted by:
Related Material: Board Resolutions - Jedel Refinance Loan.pdf
Jedel Family Foundation.Loan.Deed of Trust v2.pdf
Jedel Family Foundation.Loan.Guaranty v1.pdf
Jedel Family Foundation.Loan.Promissory Note v4 (1).pdf

CROSSROADS CHARTER SCHOOLS
a Missouri nonprofit corporation

RESOLUTIONS OF THE BOARD OF DIRECTORS SUBMITTED FOR ADOPTION AT A MEETING OF THE BOARD OF DIRECTORS

The board of directors (collectively, the “*Directors*”) of **CROSSROADS CHARTER SCHOOLS**, a Missouri nonprofit corporation (the “*Corporation*”), hereby consider the following actions, at a meeting of the Directors duly called, noticed and legally held on Monday, April 25, 2016.

WHEREAS, the Corporation formed and serves as the non-managing member of Washington Street Management, LLC, a Missouri limited liability company (“*WSMLLC*”); and

WHEREAS, WSMLLC formed or otherwise caused the formation of Historic Virginia Hotel, LLC, a Missouri limited liability company (“*HVHLLC*”); and

WHEREAS, HVHLLC purchased certain real property and improvements commonly known as 1080 Washington Street, Kansas City, Missouri (the “Property”) for the purpose of operating the Corporation’s public charter school known as Quality Hill Academy; and

WHEREAS, HVHLLC financed the acquisition and renovation of the Property by and through a series of loans from IFF, an Illinois non-profit corporation (“IFF”), with each of the amendments and extensions thereto (the “IFF Loan”); and

WHEREAS, HVHLLC now seeks to refinance the IFF Loan by and through the issuance of a Promissory Note the Jedel Family Foundation in an amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) and delivering a Deed of Trust in favor of the Jedel Family Foundation to secure the payment of the same (collectively, the “Jedel Foundation Loan”); and

WHEREAS, the Jedel Family Foundation’s issuance of the Jedel Foundation Loan to HVHLLC is expressly conditioned upon the execution and delivery of an unconditional loan guaranty from the Corporation to the Jedel Family Foundation (the “Loan Guaranty”); and

WHEREAS, the Corporation wishes to enter into certain documents, instruments, and agreements in order to aid HVHLLC in securing the Jedel Foundation Loan, including but not limited to the Loan Guaranty.

NOW, THEREFORE, BE IT RESOLVED, that the Loan Guaranty is hereby authorized and approved in all respects, and Dean Johnson, the Executive Director of the Corporation, is hereby authorized, empowered, and directed to enter into and execute on behalf of himself or the Corporation, any and all necessary or appropriate documents, instruments, and agreements to evidence, effectuate and consummate the Jedel Foundation Loan, including but not limited to the Loan Guaranty and any and all authorizations, resolutions or certificates of WSMLLC to effect the execution and delivery of the Jedel Foundation Loan on behalf of HVHLLC; and

FURTHER RESOLVED, that any actions of the Corporation which would have been authorized by the foregoing resolutions, except that such acts were taken prior to the adoption of these resolutions, are hereby ratified, confirmed, approved and adopted as the actions of the Corporation.

By her signature hereto, the Secretary of the Corporation hereby certifies that the above resolutions were adopted by a vote of the Board of Directors at a regular meeting of the Board of Directors of Crossroads Charter Schools, which a quorum was present, duly called, noticed and held on November 19, 2018.

Patricia Crawford, Secretary

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing

DATE OF DOCUMENT: November 30, 2018

GRANTOR: Historic Virginia Hotel, LLC

Mailing Address: 1015 Central Street
Kansas City, Missouri 64105

GRANTEE: Jedel Family Foundation

Mailing Address: c/o Don Hubbs
8501 NE 89th Place
Kansas City, Missouri 64157

LEGAL DESCRIPTION: See Exhibit "A", page 15 hereof

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING SECURES FUTURE ADVANCES AND FUTURE OBLIGATIONS AND IS TO BE GOVERNED BY SECTION 443.055, REVISED STATUTES OF MISSOURI. \$2,500,000.00 IS THE TOTAL PRINCIPAL AMOUNT OF ALL OBLIGATIONS WHICH ARE SECURED HEREBY.

**DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

This Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing (this "Deed of Trust") is made as of November 30, 2018 by and among Historic Virginia Hotel, LLC, whose address is 1015 Central Street, Kansas City, Missouri 64105 ("Grantor"), Collins & Jones, P.C., a Missouri professional corporation, having an address of 1010 W. Foxwood Drive, Raymore, Missouri 64083 ("Trustee"), and Jedel Family Foundation, whose address is c/o Don Hubbs, 8501 NE 89th Place, Kansas City, Missouri 64157 ("Lender").

WHEREAS, Lender has agreed to make a loan to Grantor in the amount of \$2,500,000.00 (the "Loan");

WHEREAS, to evidence the Loan, Grantor has executed and delivered to Lender that certain Promissory Note in the face amount of \$2,500,000.00 of even date herewith (together with all modifications, amendments, renewals, extensions, restatements and replacements thereof, the "Note");

WHEREAS, Grantor's obligations under the Note, this Deed of Trust and any other indebtedness or other obligations of Grantor to Lender, owing or which may hereafter become owing, now or hereafter existing, whether monetary, nonmonetary, direct, indirect, acquired, joint, several, joint and several, liquidated, unliquidated, existing, future, fixed, contingent or otherwise, and any replacements, renewals, consolidations, extensions and other modifications of any of the above, together with any interest, fees, expenses and other charges thereon, and any amounts expended by or on behalf of Lender for the protection and preservation of the mortgage lien and security interest granted herein are hereinafter sometimes collectively called the "Obligations"; and

WHEREAS, any agreements, documents or instruments evidencing, securing or otherwise relating to any of the Obligations, and any replacements, renewals, extensions and other modifications of any of the foregoing, are hereinafter sometimes collectively called the "Loan Documents."

NOW, THEREFORE, in order to secure the full and prompt payment and performance of the Obligations, Grantor does hereby GRANT, BARGAIN, SELL, CONVEY and CONFIRM unto Trustee, and unto Trustee's successors and assigns forever, all of Grantor's right, title and interest in and to the following property, whether such property or interest therein is now owned or existing or hereafter acquired or arising (collectively, the "Property"): (i) all of the tracts, parcels or other

units of land described in Exhibit A attached hereto (the “Premises”); (ii) all buildings, structures, improvements, building materials and supplies, fixtures and other equipment located from time to time on, under or about the Premises, together with any alterations, additions and improvements thereto and all restorations and replacements thereof hereafter made from time to time; (iii) all estates, easements, interests, licenses, tenements, hereditaments, appurtenances, rights and rights of way, public or private, pertaining, belonging or otherwise relating to the Premises or any of the other Property described above; (iv) all insurance proceeds and any judgments, settlements, awards and other payments, including interest thereon, which may be made in respect of the Property, as a result of damage to or destruction of the Property, the exercise of the right of condemnation or eminent domain over any interest in the Property, or any other injury to or decrease in the value of the Property; (v) all franchises, permits, licenses and other rights therein respecting the use, occupation or operation of the Property or the activities conducted thereon or thereabout; (vi) all rents, income and other benefits arising out of or otherwise related to the Property and all leases on or affecting the Property, and any security deposits, contract rights, general intangibles, actions, rights of action and unearned insurance premiums relating to such leases or the Property; and (vii) all accessions to, substitutes for, and all modifications, replacements, renewals, products and proceeds of any of the foregoing.

TO HAVE AND TO HOLD the Property unto Trustee, and unto Trustee’s successors and assigns forever, IN TRUST, for the benefit of Lender, to secure the payment and performance of the Obligations.

Grantor COVENANTS, REPRESENTS AND WARRANTIES AS FOLLOWS:

1. Indebtedness Secured. This Deed of Trust has been given and is intended to secure the full and prompt payment and performance of the Obligations. This Deed of Trust shall be governed by Mo.Rev. Stat. § 443.055 and shall secure, among other things, “future advances” and “future obligations” within the meaning of Mo.Rev.Stat. § 443.055. The priority of the lien hereunder securing such future advances and future obligations shall relate back to the date this Deed of Trust was recorded, all in accordance with Mo.Rev.Stat. § 443.055. The total principal amount of Obligations secured hereby is \$2,500,000.00. In addition, the Deed of Trust shall secure unpaid balances of advances made by Lender with respect to the Property, for the payment of Impositions, as hereinafter defined, insurance premiums and costs incurred for the protection of the Property and any charges, expenses and fees, including, without limitation, attorneys’ fees, which, by the terms hereof, shall be added to and increase the Obligations. This Deed of Trust shall remain in full force and effect with respect to all of the Property until all Obligations shall have been paid and performed in full. If the Obligations are paid and performed in accordance with the terms of the applicable Loan Documents, including, without limitation, the observance of all the agreements contained in this Deed of Trust, this Deed of Trust shall become void and shall be released at the sole expense of Grantor.

2. Title to Property and Other Representations and Warranties. Grantor represents, warrants and covenants to Lender that: (a) Grantor owns the Premises and the improvements thereon in fee simple absolute, and has good and marketable title to the remainder of the Property; (b) the Property is free of all liens, encumbrances, adverse claims and other defects of title whatsoever, except for liens created pursuant to this Deed of Trust; (c) Grantor does hereby and shall forever warrant and defend Grantor’s title to and interest in the Property and the validity and

priority of the lien of this Deed of Trust against all claims and demands whatsoever of any Person; (d) the improvements presently on the Premises are in full compliance with all applicable zoning and building codes, ordinances and regulations; (e) any improvements hereafter constructed on the Premises shall be in compliance with all applicable zoning and building codes, ordinances and regulation, and shall lie wholly within the boundaries of the Premises; (f) there are no actions, suits or proceedings pending or threatened against or affecting Grantor or the Property; and (g) Grantor has the good and unrestricted right, full power and lawful authority to subject the Property to this Deed of Trust.

3. Maintenance. Grantor shall put, keep and maintain the Property and the sidewalks, curbs and alleys adjoining or abutting the same in good and lawful order, condition and repair, excepting ordinary wear and tear. Grantor shall make or cause to be made, as and when the same shall become necessary, all structural and non-structural repairs, whether exterior or interior, ordinary or extraordinary, foreseen or unforeseen. Grantor shall not commit or suffer any waste of the Property without the prior written consent of Lender. Lender and Trustee, and their respective agents, contractors and representatives, may enter upon and inspect the Property for any purposes at all times until this Deed of Trust is released. Without limiting the generality of the foregoing, Lender and Trustee, and their respective agents, contractors and representatives, may from time to time enter upon the Property and conduct upon the Property inspections and tests to determine the extent to which any hazardous substances, wastes or other environmentally unsound material have been placed or discharged upon or otherwise affect the Property.

4. Restoration. If any of the improvements or equipment comprising the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty (whether or not covered by insurance), or by any taking in condemnation proceedings or the exercise of any right of eminent domain, Grantor shall promptly restore, replace or rebuild the same to as nearly as possible the value, quality and condition they were in immediately prior to such fire or other casualty or taking, with such alternations or changes as may be approved in writing by Lender, which approval shall not be unreasonably withheld. Grantor shall give prompt notice to Lender of any damage to the Property by fire or other casualty, irrespective of the amount of such damage.

5. Compliance with Laws; Use of Property. Grantor shall promptly comply with all present and future laws, statutes, ordinances, rules, regulations and other requirements (including, without limitation, applicable zoning and building requirements) of all governmental and quasi-governmental authorities whatsoever having jurisdiction in respect of the Property. Grantor shall promptly make all changes, alterations and improvements necessary to comply with all such present and future laws, statutes, ordinances, rules, regulations and other requirements. Grantor shall not use or permit the use of the Property in any manner which would tend to impair the value of the Property or materially increase the risk of fire or other casualty.

6. Impositions. Grantor shall pay when the same shall become due and payable, all real estate taxes, assessments, water and sewer rates and charges, license fees and all other governmental levies and charges of every kind and nature whatsoever, general and special, ordinary and extraordinary, foreseen and unforeseen, which shall be assessed, levied, confirmed, imposed or become a lien upon or against the Property or which shall become payable with respect thereto (collectively, the “Impositions”). Notwithstanding the foregoing, Grantor shall have the right to contest in good faith any such taxes, assessments, other charges, fees, fines or impositions

or interest or penalties, provided that (a) Lender's interest in the Property is not jeopardized and (b) during such contest Grantor shall (i) maintain adequate reserves for the payment thereof, or, at the option of Lender, (ii) provide Lender with security satisfactory to Lender, assuring the payment of the Impositions and of any additional interest charge, penalty or expense arising from or incurred as a result of such contest.

7. Insurance. Grantor, at Grantor's sole cost and expense, shall insure the Property for the benefit of Lender against loss or damage thereto. The policies of insurance required by this Section shall be in companies, forms and amounts, and for such periods, as shall be customary for property similar in use, location and condition to the Property and shall insure the respective interests of Grantor and Lender. The insurance proceeds from all such policies of insurance (other than the proceeds in respect of any public liability insurance) shall be payable to Lender pursuant to a noncontributing first mortgagee endorsement satisfactory in form and substance to Lender. Upon request by Lender, Grantor shall promptly furnish evidence of satisfactory insurance on the Property and that Grantor has otherwise complied with the provisions of this Section. All proceeds of the insurance required to be obtained by Grantor hereunder that are received by Lender may, at Lender's election, (a) be applied to reduce the outstanding balance of the Obligations, whether then due or not, or (b) turned over, in whole or in part, by Lender to Grantor on such terms and conditions as Lender may elect for purposes of rebuilding or otherwise improving the Property.

Pursuant to Mo.Rev.Stat. § 427.120, Grantor acknowledges receipt of the following notice:

“Unless you [Grantor] provide evidence of the insurance coverage required by your agreement with us [Lender], we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.”

If Grantor fails to maintain any insurance required hereunder or under the other Loan Documents or fails to provide evidence of such insurance as required hereunder or under the other Loan Documents, Lender may, but shall not be obligated to, purchase such required insurance at Grantor's expense to protect its interests in the Property. This insurance may, but need not, protect Grantor's interests in the Property. The coverage that Lender purchases shall not be required to pay any claim that Grantor makes or any claim that is made against Grantor in connection with the Property. Grantor may later cancel any insurance purchased by Lender, but only after providing evidence that Grantor has obtained the insurance required hereunder and under any other Loan Document. If Lender purchases insurance for the Property, Grantor will be responsible for the costs of the insurance, including the insurance premium, interest thereon from the date of each such payment or expenditure at the then applicable rate under the Note and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. All sums so paid or expended by Lender, the interest

thereon and the other charges in connection therewith shall be added to the Obligations and shall be secured by the lien of this Deed of Trust. The costs of the insurance obtained by Lender may be more than the cost of insurance Grantor may be able to obtain on its own. Unless Lender otherwise agrees in writing, Grantor shall pay to Lender the full costs of such insurance, together with the accrued interest thereon and the other charges in connection therewith, within thirty (30) days after “Notice of Placement of Insurance” as required by Mo.Rev.Stat. § 427.125.

8. Deposits for Impositions and Insurance. Upon request by Lender, Grantor shall deposit with Lender on the first day of each month an amount equal to one-twelfth of (a) the aggregate annual payments for the Impositions, and (b) the annual insurance premiums on the policies of insurance required to be obtained and kept in force by Grantor under this Deed of Trust. In addition, upon request by Lender, Grantor shall deposit with Lender such sums of money which, together with such monthly installments, shall be sufficient to pay all the Impositions and insurance premiums at least thirty days prior to the due date thereof. The funds so deposited with Lender pursuant to Lender’s request shall be held by Lender without interest, and may be commingled with other funds of Lender, and provided that an Event of Default has not occurred, such funds shall be applied in payment of the Impositions and insurance premiums when due to the extent that Grantor shall have deposited funds with Lender for such purpose. Upon the occurrence of an Event of Default, the funds deposited with Lender may, at the option of Lender, be retained and applied toward the payment of any of the Obligations.

9. Condemnation. If any of the Property is taken by condemnation, eminent domain or other taking, any award or other compensation due or received by Grantor in respect thereof shall be paid over to Lender. All such awards or other compensation that are received by Lender may, at Lender’s election, (a) be applied to reduce the outstanding balance of the Obligations, whether then due or not, or (b) turned over, in whole or in part, by Lender to Grantor on such terms and conditions as Lender may elect for purposes of rebuilding or otherwise improving the Property.

10. Assignment of Rents and Leases. Grantor hereby presently assigns to Lender all of Grantor’s right, title and interest in and to any Leases, as defined hereinafter, with respect to the Property, and all rents, issues and profits of the Property. “Lease” shall mean every lease or sublease or occupancy agreement for the use or hire of all or any portion of the Property that shall be in effect on the date hereof, or that shall hereafter be entered into, and by which Grantor is a lessor or the like, and any renewals, extensions or other modifications thereof. Grantor grants to Lender, with or without Lender or any other Person (including, without limitation, a receiver) taking possession of the Property, the right to give notice to the tenants of this assignment, to collect rents, issues and profits from the tenants and to enter onto the Property for purposes of collecting the same and to let the Property and to apply such rents, issues and profits, after payment of all charges and expenses relating to the Property and the Obligations. This assignment shall be an absolute assignment, subject to the license herein granted to Grantor and Grantor’s obligations hereunder, and shall continue in effect until the Obligations are fully paid and performed. Lender hereby grants a revocable license to Grantor to collect and use such rents, issues and profits; provided, however, that the foregoing license shall be automatically revoked, without any action on Lender’s part, upon the occurrence of an Event of Default. Grantor hereby agrees to indemnify Lender for, and hold Lender harmless from, any and all liability and expenses arising from any such Lease or other agreement or any assignments thereof, and no assignment of any such Lease or other agreement shall place the responsibility for the control, care, management or repair of the

Property upon Lender, nor make Lender liable for any negligence or other tortious conduct, whether by Lender or any other Person, with respect to the management, operation, upkeep, repair or control of the Property resulting in injury, death, property or other damage or loss of any nature whatsoever. Grantor shall not cancel, amend or otherwise modify the terms and conditions of any Lease without obtaining Lender's prior consent; nor shall Grantor accept payments of rent or the like more than one month in advance without obtaining Lender's prior consent. Lender may exercise Lender's rights from time to time under this section without first commencing foreclosure proceedings against the Property if Lender so elects. Any such election by Lender to exercise Lender's rights from time to time under this section shall not prohibit Lender from simultaneously or thereafter foreclosing upon the Property or exercising any other rights available to Lender hereunder or at law.

11. Lender's Right to Perform Grantor's Covenants. If Grantor shall fail promptly and fully to pay, perform or observe any of the Obligations, then Lender may, at Lender's option, but without any obligation to do so, and without waiving or releasing Grantor from any of the Obligations, pay any Obligation or perform any Obligation or take such other action as Lender deems necessary or desirable in order to cause such Obligation to be paid, performed or observed, as the case may be. Grantor hereby grants to Lender, and agrees that Lender shall have, the absolute and immediate right to enter in and upon the Property to such extent and as often as Lender, in Lender's discretion, deems necessary or desirable for such purpose. Lender may pay and expend such sums of money as Lender, in Lender's discretion, deems necessary for any such purpose, and Grantor hereby agrees to pay to Lender, on demand, all such sums so paid or expended by Lender, together with interest thereon from the date of each such payment or expenditure at the then applicable rate under the Note. All sums so paid or expended by Lender, and the interest thereon, shall be added to the Obligations and shall be secured by the lien of this Deed of Trust.

12. Security Agreement. Grantor hereby grants to Lender, as further security for the Obligations, a security interest in all personal property of Grantor now or hereafter located on or about the Premises or the improvements thereon, or which otherwise relate to the Property or Grantor's use of the Property in any respect, including, without limitation, all of Grantor's presently owned or hereafter acquired (a) goods, chattels, furniture, fixtures, equipment, machinery, parts and tools, together with all additions, attachments, accessories, accessions and repairs thereto, (b) building materials and supplies, (c) inventory, (d) accounts, chattel paper, instruments and general intangibles, (e) all Property that constitutes fixtures or personal property and (f) all proceeds, products, replacements, additions and substitutions of the foregoing property described in the immediately preceding subclauses (a) through (e) (all of the foregoing property described in the immediately preceding subclauses (a) through (f) being referred to herein as the "Personalty"). The parties intend that this instrument shall constitute both a security agreement and a fixture financing statement within the meaning of the Uniform Commercial Code (the "Code") as enacted in the State of Missouri with respect to all of Grantor's right, title and interest, whether now owned or existing or hereafter acquired or arising, in all Property and Personalty that constitutes fixtures and personal property, and that a security interest shall attach thereto, and to all products and proceeds thereof, for the benefit of Lender to secure the Obligations. The addresses of Grantor (being the Debtor as that term is defined in the Code) and Grantee (being the Secured Party as that term is defined in the Code) are set forth in the first paragraph of this Deed of Trust. This Deed of Trust is to be filed for recording in the office of the Recorder of Deeds of the County where the Property is located. Grantor is the record owner of the Property.

13. Liens. This Deed of Trust is and shall be maintained as a valid first mortgage lien on the Property subject to no other liens, claims or encumbrances. Grantor shall not create or permit to exist any security interest, lien, claim or other encumbrance against the Property, except for liens in respect of local real property taxes that are not yet due and payable.

14. Default. The Obligations shall become immediately due and payable in full at the option of Lender upon the occurrence of any one or more of the following (each being an “Event of Default”): (a) Grantor shall fail to pay any installment of principal, interest or fees, if any, owing under the Note in accordance with its terms, which default is not cured as provided for therein; (b) Grantor shall fail to pay or perform any of Grantor’s obligations under this Deed of Trust; (c) any material representation or warranty of Grantor to Lender set forth herein shall be incorrect, incomplete or misleading in any material respect as of the date hereof, or any such material representation or warranty shall become incorrect, incomplete or misleading in any material respect and Grantor shall fail to give Lender prompt notice thereof; (d) Grantor shall sell, convey, alienate, assign or otherwise transfer the Property, or any part thereof or interest therein, in any manner, whether voluntary, involuntary, by operation of law or otherwise, or Grantor shall enter into any agreement, written or oral, to so sell, convey, alienate, assign or otherwise transfer the Property, or any part thereof or interest therein; (e) there shall occur any default or an event of default (however defined or described) under any other deed of trust, mortgage or like real property security instrument that encumbers the Property, or under any document evidencing any obligation secured thereby, or any foreclosure or similar proceeding shall commence with respect to the Property; (f) Grantor shall deliver to Lender any notice terminating or purporting to terminate, or Grantor shall take any other action to terminate or purporting to terminate, the operation of this Deed of Trust as security for any future advances or future obligations; (g) Grantor shall cease to be solvent or shall suffer the appointment of a receiver, trustee, custodian or similar fiduciary, or shall make an assignment for the benefit of creditors, or any petition for an order for relief shall be filed by or against Grantor under the Bankruptcy Code; (h) the filing of any action to condemn, acquire by eminent domain or otherwise take any part of the Property; or (i) the occurrence of any default or event of default (however defined or described) in any of the other Loan Documents, including, without limitation, the Note. Whenever Lender is given the option to accelerate the maturity of all or any part of the Obligations, Lender may, to the extent permitted by law, do so without presentment, protest, notice to or demand upon Grantor, all of which are waived by Grantor.

15. Appointment of Receiver. After the occurrence of an Event of Default, or if any action shall be commenced to foreclose this Deed of Trust, without obligation to do so, Lender, to the extent permitted by applicable law, may apply for the appointment of a receiver of the rents, issues and profits of the Property without notice or demand, and shall be entitled to the appointment of such receiver as a matter of right, without consideration of the value of the Property as security for the amounts due to Lender or the solvency of any Person liable for the payment of such amounts.

16. Foreclosure. After the occurrence of an Event of Default, Lender may, to the extent permitted by law, institute an action of judicial foreclosure, or take such other action as the law may allow, at law or in equity, to enforce this Deed of Trust and to realize upon the Property or any other security that is herein or elsewhere provided for, and to proceed to final judgment and execution for the entire unpaid balance of the Obligations, together with, to the extent permitted by applicable law, all other sums secured by this Deed of Trust, all costs of suit, and interest at the

then applicable rate under the Note on any judgment obtained by Lender from and after the date of any judicial sale of the Property (which may be sold in one parcel or part or in such parcels or parts, manner or order as Lender shall elect) until actual payment is made to Lender on the full amount due Lender. Lender may foreclose or otherwise realize upon one parcel or any other part of the Property, on one or more occasions, without releasing this Deed of Trust or precluding the further foreclosure or other realization hereunder of any other parcels or parts of the Property not so foreclosed or realized upon. Failure to join or to provide notice to tenants or any other Persons as defendants or otherwise in any foreclosure action or suit shall not constitute a defense to such foreclosure or other action. Upon any foreclosure sale, whether by virtue of judicial proceedings or otherwise, Lender may bid and purchase the Property or any part thereof or interest therein, and upon compliance with the terms of the sale, may hold, retain, possess and dispose of the same in Lender's own absolute right, without further accountability.

17. Sale by Trustee.

(a) After the occurrence of an Event of Default and at the request of Lender, Trustee shall proceed to sell the Property, either in mass, in parcels or in any other part or parts thereof, in Lender's sole determination, and in such order as Lender may determine in Lender's sole determination, at public vendue, to the highest bidder for cash or other property at a front door (to be designated by Trustee) of the Court House of Jackson County, Missouri, located at 415 E. Twelfth Street, Kansas City, Missouri 64106 or at such other place designated by Trustee as may be permitted by law; first giving lawful notice of the time, terms and place of sale, and a description of the Property to be sold, as provided by the law of the State of Missouri then in effect. Trustee may postpone the sale of all or any portion of the Property by public announcement at such time and place of sale (or by any other means permitted by law) and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding public announcement (or by any other means permitted by law). Lender may foreclose or otherwise realize upon, and Trustee may sell, one parcel or any other part or parts of the Property, on one or more occasions, without releasing this Deed of Trust, or precluding the further foreclosure or other realization hereunder of any other parcels or other parts of the Property not so foreclosed or realized upon. Lender or any assignee hereof shall have the right to bid at and become purchaser at any foreclosure sale, applying against the purchase price all or a part of any Obligations then due and owing.

(b) It is agreed that Trustee shall not be disqualified from acting as trustee hereunder or from performing any of the duties of the trustee, or from exercising the rights, powers and remedies herein granted, by reason of the fact that Trustee is an attorney, agent, officer, employee or stockholder of Lender or is otherwise affiliated with Lender in any respect.

(c) Upon any trustee's sale, Trustee shall execute and deliver a deed or deeds of conveyance of the Property sold to the purchasers thereof, and any statement or recital of fact in such deed shall be prima facie evidence of the truth of such statement or recital, and Trustee shall receive the proceeds of such sale, out of which Trustee shall pay the following amounts in the following order of payment: first, the costs and expenses of selling the Property including, without limitation, publication, survey, title and abstract costs and other expenses, and compensation to Trustee and to any attorneys employed by Trustee or Lender for their services and expenses; second, to Lender, upon the usual vouchers therefor, all monies paid for insurance, taxes, lien

claims, and any other costs and expense advanced or incurred by Lender to preserve or protect the Property, and interest on any of the foregoing to the extent permitted herein and allowed under applicable law; third, to Lender, the amount of the outstanding Obligations together with the interest thereon; fourth, the amount due on junior encumbrances, if any, with interest; fifth, the remainder of such proceeds, if any, shall be paid to Grantor.

18. Substitute Trustee. From time to time, Lender, in Lender's sole discretion, may elect to replace Trustee, or any substitute trustee, with another Person who shall then become the trustee hereunder with all of the rights and duties of Trustee. Such replacement may be made by Lender without giving notice to or obtaining the consent of Grantor or any other Person; and may be effectuated by a written declaration of the appointment of a new trustee signed by Lender, or as otherwise permitted by law.

19. Creation of Tenancy Relationship. Grantor reserves possession of the Property as a tenant at will of Trustee, at a rental of One Dollar (\$1.00) per month payable on demand, until an Event of Default shall have occurred, whereupon Grantor (a) shall pay monthly in advance to Lender the fair and reasonable rental value, which amount shall be determined by Lender in Lender's reasonable judgment, for the use and occupancy of the Property, and (b) upon demand of Trustee, shall deliver possession of the Property to Trustee or the purchaser at any Trustee's sale hereunder. Trustee or any such purchaser may institute summary or other proceedings in such event to recover possession of the Property.

20. Possession of Property. To the extent permitted by applicable law, after the occurrence of an Event of Default, Lender and Lender's agents, designees or assigns are authorized to (a) take possession of the Property, with or without legal action; (b) lease the Property; (c) collect all rents, issues and profits therefrom, with or without taking possession of the Property; and (d) after deducting all costs of collection and administration expenses, apply the net rents, issues and profits to the payment of Impositions, insurance premiums and all other carrying charges (including, but not limited to, agents' compensation and fees and costs of counsel and receivers) and to the maintenance, repair or restoration of the Property, or on account and in reduction of the Obligations, in such order and amounts as Lender, in Lender's sole discretion, may elect. Lender shall be liable to account only for rents, issues and profits actually received by it.

21. Expenses of Lender and Trustee. To the extent permitted by applicable law, all costs and expenses paid or incurred by Lender and/or Trustee, including, without limitation, attorneys' fees, in any action, proceeding or dispute of any kind in which Lender and/or Trustee is made a party or appears as a plaintiff or defendant, affecting Lender, Trustee, this Deed of Trust, the other Loan Documents and/or the Property, including, but not limited to, the enforcement of this Deed of Trust, any condemnation action involving the Property, any action to protect the security hereof, or any case or proceeding under Title 11 of the United States Code, shall be added to and included in the Obligations and shall be secured by this Deed of Trust and, upon demand, shall be immediately due from Grantor.

22. Recording and Other Fees; Further Assurances. Grantor shall pay all recording and filing fees, all recording taxes and all other costs and expenses in connection with the preparation, execution and recordation and other manner of perfection of this Deed of Trust and any other Loan Documents, and shall reimburse Lender on demand for all costs and expenses of any kind incurred

by or on behalf of Lender in connection therewith. Grantor agrees to execute and deliver promptly such instruments and other documents, and promptly to take such action or promptly refrain from taking such action, as Lender may request, from time to time, to evidence, create, perfect, continue or otherwise assure Lender of the real and personal property security interests granted, or purported to be granted, to or for the benefit of Lender hereunder and all other rights and benefits granted, or purported to be granted, to or for the benefit of Lender hereunder; all at the sole cost and expense of Grantor.

23. No Waiver. Any failure by Lender to insist upon the strict performance by Grantor of any of the Obligations shall not be deemed to be a waiver of any of such Obligations, and Lender, notwithstanding any such failure, may thereafter insist upon strict performance by Grantor of any and all of the Obligations.

24. Rights Cumulative. The rights and remedies provided for in this Deed of Trust, or that Lender may have otherwise, at law or in equity, shall be distinct, separate and cumulative and shall not be deemed to be inconsistent with each other, and none of them, whether or not exercised by Lender, shall be deemed to be in exclusion of any other, and, to the extent permitted by law, any two or more of all such rights and remedies may be exercised at the same time.

25. Severability. If any provision of this Deed of Trust shall be invalid or otherwise unenforceable, then the remaining provisions of this Deed of Trust shall remain in effect and shall be enforceable in accordance with their respective terms.

26. Indemnification. Grantor shall protect, indemnify, hold harmless and defend Lender from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon incurred by or asserted against Lender by reason of (a) ownership of an interest in the Property, (b) any accident or injury to or death of Persons or loss of or damage to or loss of the use of property occurring on or about the Property, or the adjoining sidewalks, curbs, streets, alleys or ways, (c) any use, non-use or condition of the Property, or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (d) any failure on the part of Grantor to perform or comply with any of the terms of this Deed of Trust or the other Loan Documents, (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Property made or suffered to be made by or on behalf of Grantor, (f) any negligence or other tortious act on the part of Grantor or any of Grantor's agents, contractors, lessees, licensees or invitees, or (g) any work in connection with any alterations, changes, new construction or demolition of the Property; irrespective of whether any such liabilities, obligations, claims, damages, penalties, causes of actions, costs or expenses are, caused by, or otherwise arise out of, in whole or in part, Lender's negligence or other tortious conduct, whether active or passive. Grantor will pay and hold Lender harmless against any and all liability with respect to any intangible personal property tax or similar imposition of the state in which the Property is located or any subdivision or authority thereof now or hereafter in effect, to the extent that the same may be payable by Lender in respect of this Deed of Trust, the other Loan Documents or the Obligations. All amounts payable to Lender under this section shall be payable on demand and shall be deemed Obligations secured by this Deed of Trust. All of Grantor's obligations under this Section shall survive the foreclosure, release or other termination of this Deed of Trust and the satisfaction of the Obligations.

27. Environment.

(a) With respect to the Property, Grantor shall at all times comply in all respects with all applicable laws (whether statutory, common law or otherwise), rules, regulations, orders, permits, licenses, ordinances, judgments or decrees of all governmental authorities (whether federal, state, local or otherwise), including, without limitation, all laws regarding public health or welfare, environmental protection, water or air pollution, composition of products, underground storage tanks, toxic substances or chemicals, solid and special wastes, hazardous wastes, substances, material or chemicals, waste, used, or recycled oil, asbestos, occupational health and safety, nuisances, trespass, and negligence.

(b) Lender shall not assume or be deemed to assume any responsibility, liability, or obligation with respect to compliance with any federal, state, or local environmental law, rule, regulation, order, permit, license, ordinance, judgment or decree; provided, however, that in the event of the imposition or assumption for any reason whatsoever of any such responsibility, liability, or obligation, except for matters arising after foreclosure or transfer by deed in lieu of foreclosure, Grantor agrees to indemnify and hold Lender harmless from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements, of any kind or nature whatsoever, including without limitation, attorneys' and experts' fees, which may be imposed on, incurred by or asserted against Lender in any way relating to or arising from the Obligations, this Deed of Trust, the other Loan Documents and/or the Property. All of Grantor's obligations under this section shall survive the foreclosure, release or other termination of this Deed of Trust and the satisfaction of the Obligations.

28. Certain Definitions. The following terms shall, for all purposes of this Deed of Trust, have the respective meanings herein specified unless the context otherwise requires:

(a) "Grantor" shall mean Grantor herein named and any subsequent owner or owners of the Property and its, his, her or their respective successors, assigns, heirs and personal representatives;

(b) "Lender" shall mean Lender herein named and any subsequent beneficiary of this Deed of Trust, and its, his, her or their respective successors, assigns, heirs and personal representatives;

(c) "Person" shall mean an individual, corporation, partnership, trust, unincorporated organization or governmental entity, or any other legal entity.

(d) "Premises" shall mean all of the Premises described herein including any part thereof; and

(e) "Property" shall mean all of the Property described herein including any part thereof.

29. Successors and Assigns. The terms, covenants and provisions of this Deed of Trust shall apply to and be binding upon Grantor and all subsequent owners and other Persons who have an interest in the Property, and shall inure to benefit of Lender, the successors and assigns of Lender, and all subsequent holders of this Deed of Trust; provided, however, the foregoing shall

(f) The section headings in this Deed of Trust are for convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

(g) All covenants contained herein shall run with the Property until the Obligations have been fully paid and performed.

(h) Time is of the essence in the payment and performance by Grantor of the Obligations.

(i) In the event this Deed of Trust imposes any benefits or burdens on Lender which, by law or otherwise, should or may be imposed on Trustee, Lender may assign to Trustee all or any part of such benefits and burdens without notice to, or the consent of, Grantor or any other Person.

(j) In the event this Deed of Trust imposes any benefits or burdens on Trustee that, by law or otherwise, should or may be imposed on Lender, Trustee may assign to Lender all or any part of such benefits and burdens without notice to, or the consent of, Grantor or any other Person.

32. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED-FOR CONSIDERATION TO LENDER, GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY (WHICH LENDER ALSO WAIVES) IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS DEED OF TRUST OR ANY OTHER LOAN DOCUMENT OR RELATING THERETO OR ARISING FROM THE LENDING RELATIONSHIP WHICH IS THE SUBJECT OF THIS DEED OF TRUST AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Deed of Trust has been duly executed by Grantor and delivered to Lender as of the day and year first above written.

GRANTOR:

Historic Virginia Hotel, LLC

By: _____

Name: _____

Title: _____

STATE OF MISSOURI)
) ss
COUNTY OF _____)

On this _____ day of _____, 2018, before me _____, a Notary Public in and for said state, personally appeared _____, the _____ of Historic Virginia Hotel, LLC, a Missouri limited liability company, known to me to be the person who executed the within Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, the foregoing has been executed the day and year first above written.

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (this “**Guaranty**”) is made as of November 30, 2018, by **CROSSROADS ACADEMY OF KANSAS CITY, INC.**, a Missouri not for profit corporation (“**Guarantor**”), in favor and for the benefit of **JEDEL FAMILY FOUNDATION**, a private foundation (“**Lender**”).

Reference is made to the Promissory Note of even date in the original principal amount of \$2,500,000.00, executed by Historic Virginia Hotel, LLC, a Missouri limited liability company (“**Borrower**”), payable to the order of Lender (the “**Note**”; capitalized terms used herein but not defined herein shall have the meanings given to them in the Note).

For valuable consideration, receipt of which is hereby acknowledged, and to induce Lender to extend financial accommodation or assistance to or for the account of Borrower from time to time, Guarantor, who is the owner of membership interests in Washington Street Management, LLC, a Missouri limited liability company, which is the owner of membership interests in Borrower, hereby agrees as follows:

1. **Guaranty.** Guarantor hereby requests Lender to extend the loan evidenced by the Note (the “**Loan**”) to Borrower. For valuable consideration, receipt of which is hereby acknowledged, and to induce Lender to make the Loan to Borrower and to extend other financial accommodation or assistance to or for the account of Borrower from time to time, Guarantor hereby absolutely and unconditionally guarantees to Lender the prompt and complete payment and performance when due of all Indebtedness (defined below), together with any and all attorneys’ fees and expenses (to the fullest extent permitted by applicable law) and other costs incurred by Lender in collecting any of the Indebtedness or in enforcing any right pursuant thereto or in enforcing this Guaranty or any right granted pursuant hereto (the Indebtedness and such attorney fees and costs of collection and enforcement described herein are collectively, the “**Obligations**”). As used herein, “**Indebtedness**” means, collectively:

- (i) all advances, debts, liabilities, obligations, covenants and duties owing, arising, due or payable from Borrower to Lender of any kind or nature, existing or future, whether or not evidenced by any note, letter of credit, reimbursement agreement, guaranty or other instrument or document, whether arising under or issued pursuant to the Note or any of the other Loan Documents or otherwise, absolute or contingent, primary or secondary, due or to become due, existing on or after the date hereof and however acquired or extended, and whether or not of the same kind or quality or that relate to the same transactions or series of transactions, including, without limitation, the Loan; and
- (ii) all amendments, renewals, restatements, replacements, consolidations or other modifications of the foregoing from time to time.

2. **Continuing Guaranty.** This is an absolute, unconditional, irrevocable and continuing Guaranty and shall apply to and cover all of the Obligations and renewals and extensions thereof and substitutions therefor. Any payments made on the Obligations shall not discharge or diminish Guarantor’s obligations and liability hereunder for any remaining and succeeding Obligations even when all or part of the outstanding Obligations may be a zero balance from time to time. Under no circumstances shall the liability of Guarantor hereunder be reduced by, from or as a result of any payment to or amount realized by Lender from any rents, deposits, insurance proceeds, condemnation awards, proceeds from bankruptcy sale, foreclosure or any conveyance in lieu of foreclosure or from any other profits, avails, revenues or proceeds derived from the Property. Only payments made to Lender by Guarantor out of its personal funds,

excluding those derived from the Property after Lender's demand to Guarantor for payment hereunder, shall be applied against Guarantor's liability hereunder.

3. **Guarantor Primarily Liable.** This is a guaranty of payment and not of collection. Lender shall not be required to pursue any other remedies before invoking the benefits of the guarantees contained herein, and specifically it shall not be required to exhaust its remedies against Borrower, or any surety other than Guarantor or to proceed against any security now or hereafter existing for the payment of any of the Obligations. Lender may maintain an action on this Guaranty whether or not Borrower is joined therein and whether or not a separate action is brought against Borrower.

4. **Waivers by Guarantor.** Guarantor waives (a) presentment for payment, (b) demand, (c) notice of demand and of dishonor and nonpayment of the Obligations, (d) protest and notice of protest, (e) diligence in collecting and in the bringing of suit against any party, (f) notice of acceptance of this Guaranty, (g) notice of any advances made or credit extended in reliance upon this Guaranty or of the failure of any underlying obligor to pay any of the Obligations as they become due, (h) diligence in preserving the liability of any person on the Obligations, or in bringing suit to enforce collection of the Obligations, and (i) any "one action" or "anti-deficiency" law or any other law that may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale. In addition, Guarantor waives all defenses given to sureties or guarantors at law or in equity other than the actual payment of the Obligations, including, without limitation, all defenses based upon (a) questions as to the validity, legality or enforceability of the Obligations, (b) any change in the time, place or manner of payment or of any other term of the Loan, (c) any release or failure to perfect or protect the Property or release of any other guarantor of the Loans, (d) any manner of sale or application of proceeds of the Property, (e) any law, regulation, decree or order of any jurisdiction or any other event affecting any term of any Obligation, (f) any change to the corporate structure or assets of any underlying obligor or any other guarantor, (g) any failure of Lender to disclose information about any underlying obligor to Guarantor, (h) any failure of any other guarantor to sign a guaranty, (i) any rights to set-off or other counterclaims, and (j) any selection of remedies that impairs the rights of Guarantor. The waivers set forth in this Section 4 are knowingly made by Guarantor.

5. **Consent of Guarantor.** Lender, without authorization from or notice to Guarantor and without impairing or affecting the liability of Guarantor hereunder, may from time to time at its discretion and with or without valuable consideration, alter, compromise, accelerate, extend or change the time or manner for the payment of any or all of the Obligations, increase or reduce the rate of interest thereon, take and surrender security, exchange collateral by way of substitution, or in any way it deems necessary take, accept, withdraw, subordinate, alter, amend, modify or eliminate collateral, add or release or discharge endorsers, guarantors or other obligors, make changes of any sort whatever in the terms of payment of the Obligations or of doing business with Borrower, settle or compromise with Borrower or any other person or persons liable for any Obligations on such terms as it may see fit, and may apply all monies received from Borrower or others, or from any security or collateral held (whether held under a security instrument or not) in such manner upon the Obligations (whether then due or not) as it may determine to be in its best interest, without in any way being required to marshal securities or assets or to apply all or any part of such monies upon any particular part of the Obligations. It is specifically agreed that Lender is not required to retain, hold, protect, exercise due care with respect thereto, perfect security interests in or otherwise assure or safeguard any collateral or security for the Obligations. No exercise or nonexercise by Lender of any right or remedy of Lender shall in any way affect any of Guarantor's obligations hereunder or any security furnished by Guarantor or give Guarantor any recourse against Lender.

6. **Waiver of Certain Specific Defenses.**

(a) **Invalidity of Obligations against Underlying Obligor No Defense.** If the Obligations exceed the amount permitted by law, or should any underlying obligor not be liable for the payment of the Obligations because the creation of the Obligations was ultra vires or the members creating the same acted in excess of their authority or for any other reason the Obligations cannot be enforced against any underlying obligor or any collateral for the Obligations, such facts shall in no manner affect the liability of Guarantor hereunder, and Guarantor shall remain liable hereunder, notwithstanding that any underlying obligor may not be liable for such Obligations, to the same extent as Guarantor would have been liable if such Obligations had been enforceable against any underlying obligor.

(b) **Discharge of Obligations of Underlying Obligor in Bankruptcy No Defense.** Guarantor covenants and agrees that if any underlying obligor is unable to pay or does not pay the Obligations for any reason, including without limitation the liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceedings affecting the status, composition, identity, existence, assets or obligations of any underlying obligor, or the disaffirmance or termination of any of the Obligations in or as a result of any such proceeding, Guarantor shall pay the Obligations and no such occurrence shall in any way affect Guarantor's obligations hereunder.

(c) **Failure to Enforce Claim No Defense.** The liability of Guarantor hereunder shall continue notwithstanding the incapacity, death, disability, merger, bankruptcy, insolvency, liquidation or dissolution of any underlying obligor, any Guarantor, any guarantor under any other instrument or any other person or entity primarily or secondarily liable for any Obligations. The failure by Lender to file or enforce a claim against any estate (whether in administration, bankruptcy or other proceeding) of any underlying obligor, Guarantor, any guarantor under any other instrument or of any other person or entity primarily or secondarily liable for any Obligations, shall not affect the liability of Guarantor hereunder.

(d) **Payment No Defense if Preference.** If any payment by any underlying obligor to Lender is held to constitute a preference under the bankruptcy laws, or if for any other reason Lender is required to refund such payment or pay the amount thereof to any other party, such payment by such underlying obligor to Lender shall not constitute a release of Guarantor from any liability hereunder, and Guarantor agrees to pay such amount to Lender upon demand and this Guaranty shall continue to be effective or shall be reinstated, as the case may be, to the extent of any such payment or payments.

(e) **Statute of Limitation No Defense.** Guarantor shall not be released from liability hereunder if recovery from any underlying obligor, any guarantor under any other instrument or any other person or entity primarily or secondarily liable for any Obligations becomes barred by any statute of limitations or is otherwise prevented. Guarantor waives and agrees not to assert or take advantage of the defense of the statute of limitations in any action hereunder.

(f) **Change in Identity of Underlying Obligor No Defense.** Should the status of any underlying obligor change, this Guaranty shall continue and also cover the Obligations of such underlying obligor under the new status or legal identity according to the terms hereof.

(g) **Knowingly Made.** The waivers set forth in this Section 6 are knowingly made by Guarantor.

7. **Representations and Warranties of Guarantor.** Guarantor hereby represents and warrants to Lender that (a) this Guaranty is a legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, (b) the execution, delivery and performance by Guarantor

of this Guaranty does not and will not violate any federal, state or local law, statute, regulation or order or any indenture, agreement or other instrument to which Guarantor is a party or by which Guarantor or any of its assets are bound, (c) there is no action or proceeding at law or in equity or by or before any court or governmental agency now pending, or to the knowledge of Guarantor threatened, against Guarantor, or affecting Guarantor, which may materially and adversely affect the financial condition of Guarantor or its ability to perform its obligations under this Guaranty, (d) all the balance sheets, income statements and other financial statements and information which have been or which may hereafter be furnished to Lender do or shall fairly represent the financial condition of Guarantor as of the dates, and the results of Guarantor's operations for the periods, for which the same are furnished, and all other information, reports and other papers and data furnished to Lender are or shall be, at the time the same are so furnished, accurate and correct in all material respects, and (e) Guarantor is solvent.

8. **Covenants of Guarantor.** Guarantor shall promptly deliver to Lender such information concerning its assets, liabilities and business affairs as Lender may reasonably request from time to time, which shall include, without necessity of any request by Lender:

- (i) As soon as available, but in no event later than 45 days after the end of each calendar year, Guarantor's annual financial statement, prepared by Guarantor;
- (ii) as soon as available and in no event later than ten days after the date of filing (including the date of filing pursuant to any properly granted extension, which extension, if any, must be provided to Lender by April 15 of each year), Guarantor's federal and state income tax returns prepared by an accounting firm reasonably acceptable to Lender; and
- (ii) Such other information respecting the condition or operations, financial or otherwise, of Guarantor as Lender may reasonably request from time to time.

9. **Lender's Rights Cumulative.** The rights of Lender are cumulative and shall not be exhausted by its exercise of any of its rights hereunder or under any other agreement or instrument against Guarantor or by any number of successive actions until and unless all Obligations have been paid and each of the obligations of Guarantor hereunder has been performed.

10. **Security for Guaranty; Setoff.** In addition to all liens upon and rights of setoff against the moneys, securities or other property of Guarantor given to Lender by law, Lender shall have a lien upon and a right of setoff against all moneys, securities and other property of any Guarantor now or hereafter in the possession of or on deposit with Lender, whether held in a general or special account or deposit, or for safekeeping or otherwise, and every such lien and right of setoff may be exercised without demand upon or notice to Guarantor upon default by Guarantor hereunder.

11. **Subordination.** Any and all debts and liabilities now or hereafter arising and owing to Guarantor by Borrower, or to any other party liable to Lender for the Obligations, are hereby subordinated to Lender's right to payment in full of the Obligations. All payments received by Guarantor that are contrary to the provisions of this paragraph shall be received and held in trust by Guarantor for the benefit of Lender and shall be paid over to Lender forthwith in the same form as so received (with any necessary endorsement), which amounts Lender may apply to (or hold as collateral for) the payment or performance of the Obligations.

12. **No Subrogation or Succession to Indebtedness and Security.** The payment by Guarantor of any amount pursuant to this Guaranty shall not in any way entitle Guarantor to any right, title or interest (whether by way of subrogation or otherwise) in and to any of the Obligations or any proceeds

thereof, or any security therefor, and Guarantor shall not be subrogated as to any payments made by Guarantor to the rights of Lender as against Borrower.

13. **Notices.** Any notice, communications and waivers under this Agreement shall be in writing and shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) by overnight express carrier, addressed in each case as follows:

If to Guarantor:

Crossroads Academy of Kansas City, Inc.
Attn: Executive Director
1015 Central Street
Kansas City, Missouri 64105

with copy to:

Donald Maxwell, Esq.
Donald E. Maxwell, LLC
4700 Belleview Ave., Suite 404
Kansas City, Missouri 64112
E-Mail: dmaxwell@DONMAXWELLLAW.COM

If to Lender:

Jedel Family Foundation
c/o Don Hubbs
8501 NE 89th Place
Kansas City, Missouri 64157

with copy to:

Eric W. Collins
Collins & Jones, P.C.
1010 W. Foxwood Drive
Raymore, Missouri 64083
E-Mail: ecollins@collinsjones.com

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next Business Day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third Business Day following the day sent or when actually received.

13. **Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender hereunder shall not prejudice or constitute a waiver of Lender's future right to demand strict compliance with that provision or any other provision of this Guaranty.

14. **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED-FOR CONSIDERATION TO LENDER, GUARANTOR

HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS, THE COLLATERAL, OR LENDER'S CONDUCT IN RESPECT OF ANY OF THE FOREGOING. TO EFFECTUATE THE FOREGOING, LENDER IS HEREBY GRANTED AN IRREVOCABLE POWER OF ATTORNEY TO FILE, AS ATTORNEY-IN-FACT FOR GUARANTOR, A COPY OF THIS GUARANTY IN ANY COURT, AND THE COPY OF THIS GUARANTY SO FILED SHALL CONCLUSIVELY BE DEEMED TO CONSTITUTE GUARANTOR'S WAIVER OF TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR OTHERWISE RELATING TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS, THE COLLATERAL OR LENDER'S CONDUCT IN RESPECT OF ANY OF THE FOREGOING.

15. **Miscellaneous.**

(a) **Governing Law.** This Guaranty shall be deemed to have been made under and shall be governed by the laws of the State of Missouri in all respects.

(b) **Amendment.** This Guaranty shall not be waived, altered, modified or amended as to any of its terms or provisions except in writing duly signed by Lender and Guarantor.

(c) **Binding Upon Successors.** This Guaranty shall be binding upon the heirs, personal representatives, successors, transferees and assigns of Guarantor and shall inure to the benefit of all successors, transferees and assignees of Lender.

(d) **Gender.** The use of any gender herein shall include the other gender.

(e) **Headings.** The headings of the paragraphs of this Guaranty have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof.

(f) **Severance.** A determination that any provision of this Guaranty is unenforceable or invalid shall not affect the enforceability or validity of any other provision.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Guarantor hereby executes this Guaranty Agreement as of the date set forth above.

GUARANTOR:

CROSSROADS ACADEMY OF KANSAS CITY, INC.

By: _____

Name: _____

Title: _____

[Signature Page to Guaranty]

PROMISSORY NOTE

\$2,500,000.00

November 30, 2018

FOR VALUE RECEIVED, HISTORIC VIRGINIA HOTEL, LLC, a Missouri limited liability company (“**Borrower**”), whose address is 1015 Central Street, Kansas City, Missouri 64105, hereby promises to pay to the order of **JEDEL FAMILY FOUNDATION**, a private foundation (“**Lender**”), at its offices located at c/o Don Hubbs, 8501 NE 89th Place, Kansas City, Missouri 641578, or at such other place as Lender shall direct in writing, the sum of \$2,500,000.00, together with interest on the unpaid outstanding principal balance at the applicable interest rate set forth below.

1. **Interest Rate.** Interest on the outstanding principal balance of this Promissory Note shall accrue interest at an annual rate equal to 5.00% per year. Upon or after the occurrence and during the continuation of an Event of Default (as defined below), notwithstanding anything to the contrary herein, interest on the outstanding principal balance of this Promissory Note shall accrue at an annual rate equal to 7.0%. Interest shall be computed on the actual days elapsed over a year of 360 days. In no contingency or event whatsoever shall the aggregate of all amounts deemed interest under this Promissory Note and charged or collected pursuant to the terms of this Promissory Note or any other Loan Documents (as defined below) exceed the highest rate permissible under any law which a court of competent jurisdiction shall, in a final determination, deem applicable thereto. If such a court determines that Lender has charged or received interest under this Promissory Note or under the other Loan Documents in excess of the highest applicable rate, then Lender shall apply such excess to any other Obligations (as used herein, such term shall have the meaning given in the Deed of Trust, as such term is defined below) then due and payable, whether for principal, interest, fees or otherwise, and shall refund the remainder of such excess interest, if any, to Borrower, and such rate shall automatically be reduced to the maximum rate permitted by such law.

2. **Repayment.** Both the principal hereof and interest hereon shall be payable in coin or currency that at the time of payment is legal tender for the payment of public or private debts in the United States of America, and shall be repayable as follows:

(a) Beginning on the 1st day of January, 2019, and continuing on the 1st day of each month thereafter up to and including the 1st day of December, 2023, Borrower shall make monthly payments of accrued interest only.

(b) All remaining unpaid interest and principal of this Promissory Note, and any other amounts due Lender under any other Loan Documents with respect to this Promissory Note, shall be due and payable on the 1st day of January, 2024.

3. **Use of Proceeds.** The loan evidenced by this Promissory Note shall be used solely to pay the principal of that certain Promissory Note executed by Borrower in favor of IFF, an Illinois not for profit corporation, and interest accrued thereon, together with any additional sums that may be owing by Borrower in connection with such Promissory Note, if any.

4. **Application of Payments and Collections.** Borrower irrevocably waives the right to direct the application of any and all payments and collections at any time or times after the date of this Promissory Note received by Lender from or on behalf of Borrower, and Borrower hereby irrevocably agrees that Lender shall have the continuing exclusive right to apply and reapply any and all such payments and collections received at any time or times after the date of this Promissory Note by Lender against the Obligations, in such manner as Lender may deem advisable in its sole and absolute discretion, notwithstanding any entry by Lender upon any of its books and records.

5. **Prepayment.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Within three (3) business days after Borrower or any master tenant entity of the Property or Guarantor receives any historic tax credit equity, Borrower shall, within five (5) days after the payment of any such tax credit equity) make a prepayment hereunder in the same amount as the amount of historic tax credit equity so paid to Borrower or master tenant or Guarantor. All prepayments shall be applied by Lender in accordance with Section 4.

6. **Late Charge.** Borrower shall pay a late charge equal to 10% of any monthly payment when such payment is paid more than five (5) days after the due date thereof to cover the extra expense involved in handling delinquent payments. An additional amount will be charged for each successive month or portion thereof that the payment remains past due. After the expiration of the initial five-day period, this late charge shall apply in full to all payments past due for all or part of any month and there will be no pro rata adjustment. This late charge provision shall not be deemed to excuse a late payment or be deemed a waiver of any other rights Lender may have including the right to declare the entire unpaid principal and interest immediately due and payable.

7. **Collateral; Guaranties.** This Promissory Note is secured by, among other things, the Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated of even date with this Promissory Note, executed by Borrower, in favor of the therein named trustee for the benefit of Lender (the “**Deed of Trust**”), encumbering certain real property and improvements specifically described therein (the “**Property**”), in form and content satisfactory to Lender. This Promissory Note is also guaranteed by the Guaranty Agreement dated of even date with this Promissory Note (the “**Guaranty**”) executed by Crossroads Academy of Kansas City, Inc., a Missouri not-for-profit corporation (“**Guarantor**”). The Deed of Trust, the Guaranty, this Promissory Note and any other instruments or documents executed by Borrower or Guarantor in connection with the loan evidenced by this Promissory Note are hereinafter referred to collectively as the “**Loan Documents**”.

8. **Representations and Warranties of Borrower.** In order to induce Lender to enter into the Loan Documents, Borrower hereby makes the following representations and warranties, which shall be true, correct, and complete so long as any Obligations remain outstanding.

(a) **Organization, Existence and Corporate Names.** Borrower (i) is a limited liability company duly formed, validly existing and in good standing under the laws of the state of its organization, and (ii) has obtained all licenses and permits and has filed all registrations necessary to the operation of its business (except where the failure to so qualify or to obtain such licenses or permits would not materially and adversely affect the actual or prospective business, financial condition or operations of Borrower). Borrower has delivered to Lender true and complete copies of its certificate of organization and operating agreement and will promptly notify Lender of any amendment or changes thereto. The exact name of Borrower is set forth in the first paragraph to this Promissory Note. Borrower has not been known by any other corporate, limited liability company or partnership name in the past five (5) years. Borrower has not been the surviving entity of a merger or consolidation or acquired all or substantially all of the assets of any individual, corporation, limited liability company, partnership, trust, governmental entity or any other entity, organization or group during the preceding five (5) years.

(b) **Authorization.** The execution, delivery and performance by Borrower of the Loan Documents: (i) are within Borrower’s limited liability company powers, (ii) have been duly authorized by all necessary limited liability company action, (iii) do not contravene Borrower’s articles of organization or operating agreement, or any law or contractual restriction binding on or affecting Borrower or its properties, and (iv) do not result in or require the creation of any lien upon the Property other than a lien in favor of Lender.

(c) Enforceability of Loan Documents and Obligations. The Loan Documents executed by Borrower are the legal, valid and binding obligations of Borrower thereto, enforceable against Borrower in accordance with their respective terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforceability of creditors' rights generally and subject to the discretion of courts in applying equitable remedies.

(d) Financial Statements. All financial statements of Borrower that have been furnished to Lender fairly present the financial condition of Borrower, as of the dates reflected on the financial statements, and fairly present the results of their operations for the period covered thereby, all in accordance with GAAP. There has been no material adverse change with respect to the financial condition of Borrower since the dates of the most recent financial statements submitted to Lender.

(e) Litigation. There is no pending or threatened action or proceeding affecting Borrower or its properties before any court, governmental agency or arbitrator that, if determined adversely to Borrower, could materially and adversely affect the financial condition or business prospects of Borrower.

(f) Outstanding Guaranties. Borrower is not a guarantor, indemnitor, surety, or otherwise under any guaranty, other than as disclosed to Lender.

(g) Taxes. Borrower has filed all required federal, state, local and other tax returns and has paid, or made adequate provision for the payment of, any taxes due pursuant thereto or pursuant to any assessment received by Borrower.

(h) Membership Interests and Records. All outstanding membership interests in Borrower were and are properly issued, and all books and records of Borrower, including its minute books, operating agreement, bylaws and books of account, as applicable, are accurate and complete in all material respects.

(i) Distributions. Borrower is not obligated to redeem or otherwise acquire, or pay any dividends or make any other distributions in respect of, any of its membership interests.

(j) Negative Pledges. Borrower is not a party to or bound by any indenture, contract or other instrument or agreement that prohibits the creation, incurrence or sufferance to exist of any lien upon the Property.

(k) Title to Property; Liens. Borrower has good and marketable title to the Property, subject to no other liens other than as disclosed to Lender.

(l) Insolvency. Borrower is solvent, able to pay its debts as they mature, has capital sufficient to carry on its business and all businesses in which it is about to engage, and the fair present saleable value of Borrower's assets is in excess of the amount of its liabilities.

(m) Fiscal Year. The fiscal year of Borrower begins on January 1 and ends on December 31 of each calendar year.

(n) Compliance with Laws. Borrower is not in violation of any applicable statute, regulation or ordinance in any respect that could be expected to materially and adversely affect the financial condition or business prospects of Borrower or Borrower's ability to perform its

Obligations, and Borrower is not in violation of any order of any court, governmental authority or arbitration board or tribunal.

(o) Licenses and Permits. Borrower is in compliance with, and has procured and is now in possession of, all material licenses or permits required by any applicable federal, state, provincial or local law or regulation for the operation of its business in each jurisdiction wherein it is now conducting or proposes to conduct business and where the failure to procure such licenses or permits could be expected to materially and adversely affect the financial condition or business prospects of Borrower or Borrower's ability to perform its Obligations.

(p) Default of Indebtedness. Borrower is not in default in the payment of the principal of or interest on any debt owed by Borrower or under any instrument or agreement under or subject to which any such debt has been issued and no event has occurred under the provisions of any such instrument or agreement which with or without the lapse of time or the giving of notice, or both, constitutes or would constitute an event of default thereunder.

(q) No Contractual Default. Borrower is not in default in the payment or performance of any material contractual obligation.

(r) Disclosure. No representation or warranty made by Borrower in any Loan Document or in any financial statement, report, certificate or any other document furnished in connection herewith contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein or therein not misleading. There is no fact known to Borrower or that should be known to Borrower that Borrower has not disclosed to Lender in writing with respect to the transactions contemplated by this Agreement that could be expected to materially and adversely affect the financial condition or business prospects of Borrower or Borrower's ability to perform its Obligations.

(s) Conflicting Agreements. No provision of any deed of trust, mortgage, indenture, contract, agreement, judgment, decree or order binding on Borrower or affecting the Property conflicts with, or requires any consent that has not already been obtained, or would in any way prevent the execution or delivery of, or performance of the terms of, this Promissory Note or the other Loan Documents.

9. Survival of Representations. All representations and warranties made in this Promissory Note shall survive the execution and delivery of the Loan Documents and the making of the loan evidenced by this Promissory Note.

10. Affirmative Covenants of Borrower. So long as any Obligations remain outstanding, Borrower hereby covenants to Lender as follows:

(a) Compliance with Laws. Borrower shall comply in all material respects with all applicable laws, rules, regulations and orders affecting Borrower or its properties, including all laws relating in any respect to occupational safety, health or environmental protection.

(b) Reporting Requirements. Borrower shall furnish Lender with, or cause to be furnished to Lender, the following:

(i) As soon as available, but in no event later than 180 days after the end of each respective fiscal year, audited annual financial statements for each of Borrower and Guarantor. In the event Borrower fails to so provide Lender or cause Lender to be provided

with any such audited annual financial statement, then, in addition to all other rights and remedies of Lender hereunder, Lender shall have the right (but not the obligation) to cause such audited annual financial statement to be prepared by an accountant or firm acceptable to Lender in Lender's sole discretion. Borrower shall cooperate, or cause Guarantor to cooperate, with such accountant or firm in the preparation of such statements, and, promptly following demand therefore, Borrower shall pay the actual cost incurred by Lender in connection therewith;

(ii) As soon as available, but in no event later than 30 days after issuance thereof, annual academic performance and compliance reports from Guarantor's sponsor and/or the Missouri Department of Elementary and Secondary Education with respect to Guarantor; and

(iii) Such other information respecting the condition or operations, financial or otherwise, of Borrower or Guarantor as Lender may reasonably request from time to time.

All financial statements as to which GAAP is applicable shall be complete and correct in all material respects (subject, in the case of interim financial statements, to normal year-end audit adjustments) and to be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein.

(c) Preservation of Business and Corporate Existence. Borrower shall: (i) carry on and conduct its businesses substantially as it is now being conducted; (ii) maintain in good standing its existence and its right to transact business in those states in which its ability to transact business requires qualification; and (iii) maintain all licenses, permits and registrations necessary to the conduct of its business, except where the failure to so maintain its right to transact business or to maintain such licenses, permits or registrations would not materially and adversely affect the actual or prospective business, financial condition or operations of Borrower.

(d) Insurance. Borrower shall keep insured at all times with financially sound and reputable insurers satisfactory to Lender (i) all of Borrower's property of an insurable nature, including all real estate, equipment, fixtures and inventories, against fire and other casualties in such a manner and to the extent that like properties are usually insured by others owning properties of a similar character in a similar locality or as otherwise required by Lender, with a loss payee clause in favor of Lender, and (ii) against liability on account of damage to persons or property (including product liability insurance and all insurance required under all applicable worker's compensation laws) caused by such Borrower or its officers, directors, employees, agents or contractors in such a manner and to the extent that like risks are usually insured by others conducting similar businesses in the places where such Borrower conducts its business or as otherwise required by Lender, with Lender being named as an additional insured under such liability policies. Borrower shall cause the insurers under all of its insurance policies to provide Lender at least 30 days prior written notice of the termination of any such policy before such termination shall be effective (except in the case of termination based on nonpayment of premiums, in which case only ten days prior written notice shall be required) and to agree to such other matters in respect of any such casualty insurance as provided in Lender's loss payee endorsement provided to Borrower. In addition, Borrower shall, upon request of Lender at any time, take such other action as Lender may reasonably request to ensure that Lender will receive (subject to no other interests) any insurance proceeds paid with respect to the Property.

(e) Payment of Taxes. Borrower shall pay and discharge, before they become delinquent, all taxes, assessments and other governmental charges imposed upon it, its properties,

or any part thereof, or upon the income or profits therefrom and all claims for labor, materials or supplies which if unpaid might be or become a lien or charge upon any of its property, except such items as it is in good faith appropriately contesting and as to which adequate reserves have been provided to Lender's satisfaction.

(f) Maintenance of Properties and Leases. Borrower shall: (i) maintain, preserve and keep the Property and every part thereof in good repair, working order and condition, normal wear and tear and casualty and condemnation excepted; (ii) from time to time make all necessary and customary property repairs, renewals, replacements, additions and improvements thereto so that at all times the efficiency thereof shall be fully preserved and maintained to the extent and in the manner customary for companies in Borrower's industry; and (iii) maintain all leases of personal property in good standing, free of any defaults by Borrower thereunder.

(g) Notice of Default; Notice of Claims; Limitation of Certain Damages. Borrower shall give prompt notice in writing to Lender of any breach of any of the representations, warranties or covenants in this Promissory Note or the other Loan Documents or any development or the occurrence of any event, financial or otherwise that constitutes a Default or an Event of Default or that constitutes a material default under any material agreement to which Borrower is a party or which may or shall materially and adversely affect the business, properties or affairs of Borrower or its ability to pay and perform its Obligations. Notwithstanding any claim that Borrower may have against Lender, and regardless of any notice Borrower may have given Lender, Lender will not be liable to Borrower for consequential and/or special damages arising therefrom, except those damages arising from Lender's gross negligence, bad faith, willful misconduct, or misfeasance.

(h) Books and Records; Inspection; Lender Audits. Borrower shall: (i) maintain complete and accurate books and financial records; (ii) upon reasonable notice and during normal working hours permit Lender and persons designated by Lender to visit and inspect the Property and to conduct any environmental tests or audits thereon, to inspect its books and financial records (including its journals, orders, receipts and correspondence which relates to its accounts receivable), and to discuss its affairs, finances and accounts receivable and operations with its directors, officers, employees and agents and its independent public accountants; and (iii) permit Lender and persons designated by Lender to perform audits of such books and financial records when and as reasonably requested by Lender.

(i) Lender May Perform Obligations. Borrower shall, if Lender elects to pay or perform Borrower's Obligations under this Promissory Note or under the other Loan Documents, reimburse Lender, on demand, or, if Lender so elects, by Lender making one or more loans on Borrower's behalf and adding to Obligations, all amounts expended by or on behalf of Lender in connection therewith and all costs and expenses incurred by or on behalf of Lender in connection therewith.

(j) Further Assurances. Borrower shall execute, deliver or perform, or cause to be executed, delivered or performed, all such documents, agreements or acts, as the case may be, as Lender may request from time to time to create, perfect, continue or otherwise assure Lender with respect to any lien created or purported to be created by the Loan Documents or to otherwise create, evidence, assure or enhance Lender's rights and remedies under, or as contemplated by, the Loan Documents or at law or in equity.

11. Negative Covenants of Borrower. So long as any Obligations remain outstanding, Borrower covenants to Lender as follows:

(a) Liens. Borrower shall not create or suffer to exist any lien upon or with respect to the Property or other assets, whether Borrower owns or has an interest in such assets on the date of this Promissory Note or at any time thereafter, except for liens in favor of Lender and liens approved by Lender in writing.

(b) Debt. Borrower shall not create or suffer to exist any debt except for (i) the loan evidenced by this Promissory Note, (ii) accrued expenses and current trade account payables incurred in the ordinary course of business; and (iii) other debt approved in advance by Lender in writing.

(c) Corporate Structure; Disposition of Assets. Borrower shall not liquidate or dissolve, or merge or consolidate with or otherwise acquire, or be acquired by, any other entity, it being understood and agreed by the parties that Borrower shall not take any such action unless Lender consents in writing to such action. Borrower shall not sell, lease or otherwise transfer all or any part of its properties other than, for so long as there exists no Event of Default, (i) the sale of inventory in the ordinary course of business, and (ii) the disposition of furniture, fixtures and equipment that have become obsolete or that are being replaced in the normal course of business.

(d) Sale-Leasebacks; Subsidiaries; New Business. Borrower shall not enter into any sale and leaseback transaction with respect to any of its properties or create any subsidiary, or manufacture any goods, render any services or otherwise enter into any business that is not substantially similar to that existing on the date of this Promissory Note. Borrower shall not create any subsidiary without the prior written consent of Lender. Borrower shall not conduct or engage in any business other than owning and managing the Property.

(e) Conflicting Agreements. Borrower shall not enter into any agreement any term or condition of which conflicts with any provision of this Promissory Note or any other Loan Document.

(f) Changes in Accounting Principles; Fiscal Year. Borrower shall not make any material change in its principles or methods of accounting as currently in effect, except such changes as are required by GAAP, nor shall Borrower, without first obtaining Lender's written consent, change its fiscal year.

(g) Transactions With Affiliates. Borrower shall not enter into or be a party to any transaction or arrangement, including the purchase, sale or exchange of property of any kind or the rendering of any service, with any of its affiliates, except in the ordinary course of and pursuant to the reasonable requirements of Borrower's business and upon fair and reasonable terms substantially as favorable to Borrower as those which would be obtained in a comparable arms-length transaction with a non-affiliate.

(h) Change of Control. Borrower shall not cause, permit, or suffer, directly or indirectly, any change of ownership.

(i) Leases. Borrower shall not enter as lessee into any lease arrangement for the Property without Lender's prior consent.

12. Events of Default. Notwithstanding any cure periods described below, Borrower shall immediately notify Lender in writing when Borrower obtains knowledge of the occurrence of any default specified below. Each of the following events shall constitute an "**Event of Default**" under this Promissory Note:

- (a) Monetary Default. Borrower fails to make any payment due under this Promissory Note or any other Loan Document within five (5) days after the scheduled date of such payment;
- (b) Certain Non-Monetary Defaults. Borrower fails to perform or observe any term, covenant or other provision contained in Section 11 of this Promissory Note in accordance with the terms thereof.
- (c) Other Non-Monetary Defaults. (i) Borrower fails to perform or observe any other term, covenant or other provision in any Loan Document other than any term, covenant or provision addressed in (a), (b), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m) or (n) of this Section 12 in accordance with the terms thereof, and Borrower fails to cure such default within ten (10) days after written notice from Lender of such default is sent to Borrower (provided that Borrower shall not be entitled to a cure period under this Agreement if Lender determines in good faith that such breach or default is not capable of being cured or is not capable of being cured within such ten-day period); or (ii) any “Event of Default” (as such term is defined in any other Loan Document to which Borrower is a party) occurs;
- (d) Misrepresentation. Any representation or warranty made or furnished by Borrower in connection with this Promissory Note or any other Loan Document proves to be incorrect, incomplete or misleading in any material respect (as determined by Lender) when made, or any such representation or warranty becomes incorrect, incomplete or misleading in any material respect (as determined by Lender) and Borrower fails to give Lender prompt written notice thereof;
- (e) Cross-Default. Borrower fails to pay any of its debts or perform or observe any other obligation or term in respect of any such debt, and, as a result of any such failure, the holder of such debt accelerates (or is entitled to accelerate) the maturity thereof or requires (or is entitled to require) Borrower or any other person to purchase or otherwise acquire all or any part of such debt;
- (f) Inability to Perform; Insolvency. Borrower shall cease to exist or to be solvent, suffer the appointment of a receiver, trustee, custodian or similar fiduciary, or make an assignment for the benefit of creditors; or any Guarantor shall attempt to revoke any guaranty of the Obligations, or any guaranty of the Obligations becomes unenforceable in whole or in part for any reason; or any petition for an order for relief is filed by or against Borrower under the federal Bankruptcy Code or any similar state insolvency or receivership statute; or Borrower is unable or admits in writing its inability to pay its debts as they mature or makes any offer of settlement, extension or composition to its unsecured creditors generally;
- (g) Change of Control. Any change of ownership of Borrower occurs;
- (h) Contest Loan Documents. Borrower challenges or contests in any action, suit or proceeding the validity or enforceability of any of the Loan Documents, the legality or enforceability of any of the Obligations or the perfection or priority of any lien granted to Lender;
- (i) Judgments. One or more judgments, decrees or orders for the payment of money in excess of \$25,000.00 in the aggregate is rendered against Borrower;
- (j) Liens. Lender shall cease to have a duly perfected first priority security interest in the Property;

(k) 501(c)(3) Status. Guarantor loses its tax exempt status under Section 501(c)(3) of the United States Internal Revenue Code (the “**Code**”);

(l) Charter School. The Property is no longer used for the purpose of a charter school;

(m) Material Adverse Change of Related Parties. There occurs a material adverse change since the date of this Promissory Note, as determined by Lender in Lender’s reasonable discretion, in the financial condition, operation or management of (i) Washington Street Management, LLC, a Missouri limited liability company and member of Borrower, or (ii) Dean Johnson, an individual and member of Borrower; or

(n) Material Adverse Change. There occurs since the date of this Promissory Note, as determined by Lender in Lender’s reasonable discretion, any of the following: (i) a material adverse change in the business, prospects, operations, results of operations, assets, liabilities or condition (financial or otherwise) of Borrower, (ii) the material impairment of Borrower’s ability to perform its obligations under the Loan Documents to which it is a party or of Lender’s ability or right to enforce the Obligations or realize upon the Property, (c) a material adverse effect on the condition or value of the Property, or (d) a material impairment of the priority of Lender’s lien with respect to the Property.

13. **Lender’s Rights and Remedies**. Upon or after the occurrence and during the continuation of any Event of Default, Lender shall have all the rights and remedies set forth in the Deed of Trust or at law, including the right to declare the entire unpaid principal balance on this Promissory Note and all accrued unpaid interest immediately due, without notice.

14. **Waivers**.

(a) Except as otherwise expressly provided for in this Promissory Note, Borrower waives: (a) diligence, presentment, protest, demand for payment, notice of dishonor demand and protest and notice of presentment, default, notice of nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all commercial paper, accounts receivable, contract rights, documents, instruments, chattel paper and guaranties at any time held by Lender on which Borrower may in any way be liable and hereby ratifies and confirms whatever Lender may do in this regard; (b) the benefit of all valuation, appraisal and exemption laws; (c) all notices not expressly required to be given by Lender in this Promissory Note or in another Loan Document, (d) any requirement that Lender exhaust any right, power or remedy or proceed against any person under any of the Loan Documents or any other agreement or instrument referred to in the Loan Documents, or against any other person under any other guarantee of, or security for, any of the Obligations, and (e) any and all other notices, demands and consents in connection with the delivery, acceptance, performance, default or enforcement of this Promissory Note or any of the other Loan Documents and/or any of Lender’s rights in respect of the Collateral (other than as expressly provided in this Agreement).

(b) Borrower hereby consents without affecting its liability to any extension or alteration of the time or terms of payment hereof, any renewal, any release of any part of or all of the security given for the payment hereof, any acceptance of additional security of any kind, and any release of, or resort to any party liable for payment hereof. The right to plead any and all statutes of limitation as a defense to any demand on this Promissory Note, or any guaranty hereof, or any agreement to pay the same, or any demand secured by the Loan Documents, or any and all obligations or liabilities arising out of or in connection with this Promissory Note or in the Loan Documents is expressly waived by Borrower to the fullest extent permitted by law.

(c) From time to time, Lender may, in its discretion and without obligation to Borrower, any guarantor or any other third party, disclose information about Borrower and the Loan to Borrower or any guarantor, surety or other accommodation party. This provision does not obligate Lender to supply any information or release Borrower from its obligation to provide such information, and Borrower agrees to keep Guarantor advised of its financial condition and other matters that may be relevant to Guarantor's obligations to Lender. Borrower irrevocably waives any and all rights it may have under applicable law to prohibit the disclosures of information set forth in this Section 14, including any right of privacy

15. **Governing Law.** This Promissory Note shall be governed by and construed in accordance with the laws of the State of Missouri. If any provision of this Promissory Note shall be illegal or unenforceable, such provision shall be deemed canceled to the same extent as though it never had appeared therein, but the remaining provisions shall not be affected thereby.

16. **Revival of Liability.** If any payments or proceeds received by Lender are subsequently invalidated, declared to be fraudulent or preferential, set aside, or required to be repaid to a trustee, to Borrower, directly or as a debtor-in-possession, to a receiver, or any other person, whether directly or indirectly, under any bankruptcy law, state or federal law, common law, or equitable cause, then Borrower's obligation to make all such payments shall be revived and shall continue in full force and effect as if such payment or proceeds had never been received by Lender.

17. **Collection Expenses and Attorneys' Fees.** On or after the occurrence of an Event of Default, to the extent permitted by law, Borrower agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Promissory Note or any other Loan Documents. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses, as allowed by law. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Promissory Note. All fees and expenses will be secured by the Property. In addition, to the extent permitted by the United States Bankruptcy Code, Borrower agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Borrower.

18. **Entire Agreement.** The parties hereto acknowledge the receipt of a copy of this Promissory Note and the other Loan Documents, and further acknowledge that they have had sufficient opportunity to review the Loan Documents with legal counsel. The following notice is given pursuant to Mo. Rev. Stat. § 432.047; nothing contained in such notice shall be deemed to limit or modify any term or provision of the Loan Documents: **“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, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER(S)) 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.”**

19. **Miscellaneous.** This Promissory Note shall be binding on Borrower and Borrower's successors and assigns, as applicable, and shall inure to the benefit of Lender and Lender's successors and assigns. Headings are inserted into this Promissory Note for convenience only and shall not be considered

in construing any provision. This Promissory Note may not be modified, nor any of its provisions waived, without Lender's prior written consent. Time shall be of the essence of this Promissory Note. The provisions of this Promissory Note are separable. If any judgment is hereafter entered holding any provisions of this Promissory Note to be invalid or unenforceable, then the remainder of this Promissory Note shall not be affected by such judgment, and the remaining terms of this Note shall be carried out as nearly as possible according to its original terms. The term "person" includes, but is not limited to natural persons, corporations, partnerships, trusts, trustees, limited liability companies, joint ventures, and/or other legal entities. The term "include," "including" and similar terms shall be construed as if followed by the phrase "without being limited to." No inference in favor of, or against, any person shall be drawn from the fact that such person has drafted all or any part of this Promissory Note or any other Loan Document.

IN WITNESS WHEREOF, Borrower has caused this Promissory Note to be executed the date set forth above.

HISTORIC VIRGINIA HOTEL, LLC,
a Missouri limited liability company

By: _____
Name: _____
Title: _____