

This Bond has not been registered under the Securities Act of 1933, as amended, or any state securities laws, and this Bond may not be transferred unless (i) the Authority consents in writing to such transfer, and (ii) (a) the Authority and the Trustee are furnished a written legal opinion from counsel acceptable to the Authority, the Trustee and the Company, to the effect that such transfer is exempt from the registration requirements of the Securities Act of 1933, as amended, and any applicable state securities laws, or (b) the transferee executes and delivers to the Authority and the Trustee an Investment Certificate in substantially the form of **Exhibit B** to the Indenture. This Bond may be transferred to any successor to RCG II, LLC or any entity owned by or under common ownership with such company without the necessity of obtaining the Authority's consent or such an opinion.

**Registered**  
**No. R-1**

**Maximum Principal Amount**  
**\$7,000,000**

**UNITED STATES OF AMERICA  
STATE OF MISSOURI  
COUNTY OF JACKSON**

**LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY,  
MISSOURI**

**TAXABLE INDUSTRIAL REVENUE BOND  
(CLEVELAND DUPLEXES MULTIFAMILY PROJECT)**

**SERIES 2022**

<b><u>Interest Rate</u></b>	<b><u>Maturity Date</u></b>	<b><u>Dated Date</u></b>
<b>3.50%</b>	<b>_____, 20__</b>	<b>_____, 2022</b>

**REGISTERED OWNER: RCG II, LLC**

**MAXIMUM PRINCIPAL AMOUNT: SEVEN MILLION DOLLARS**

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, a public body corporate and politic duly organized and existing under the laws of the State of Missouri and the ordinances of the City of Kansas City, Missouri (the "Authority"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Registered Owner named above, or registered assigns, on the Maturity Date shown above, the maximum principal amount shown above, or such lesser amount as may be Outstanding hereunder as reflected in the bond registration books maintained by the Trustee.

The registered Owner shall note the principal amount Outstanding hereunder in the Table of Cumulative Outstanding Principal Amount attached hereto, provided, however, that the registration books maintained by the Trustee shall be the official record of the Cumulative Outstanding Principal Amount of this Bond, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and

private debts, and in like manner to pay to the registered owner hereof, either by check or draft mailed to the registered owner at a stated address as it appears on the bond registration books of the Authority kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States, interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the rate of **5.00%** per annum on the Cumulative Outstanding Principal Amount of the Series 2022 Bond, and such interest shall be payable semi-annually in arrears on each February 1 and August 1, or the next succeeding Business Day if such day is not a Business Day, commencing on February 1, 2020, and continuing thereafter until the said Cumulative Outstanding Principal Amount is paid in full. Interest shall be computed on the basis of a year of 360 days consisting of 12 months of 30 days each. Principal on this Bond shall be payable on March 1, 2021.

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

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

THIS BOND is a duly authorized Bond of the Authority designated “Land Clearance for Redevelopment Authority of Kansas City, Missouri Taxable Industrial Revenue Bond (Cleveland Duplexes Multifamily Project) Series 2022,” in the maximum aggregate principal amount of \$7,000,000 (the “Bond”), to be issued for the purpose of providing funds to pay the cost of acquisition and rehabilitation of a multi-family housing project consisting of 40 existing duplex

buildings for a total of 80 units, and construction of a clubhouse/community facility, parking, and other related improvements located within an area generally bounded by 51<sup>st</sup> Street on the north, the properties along the east side of Mersington Avenue on the east, 53<sup>rd</sup> Street on the south, and Cleveland Avenue on the west in Kansas City, Missouri (the “Project”), to be leased to RCG II, LLC, a Missouri limited liability company (the “Company”), under the terms of a Lease Agreement dated as of \_\_\_\_\_, 2022 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the Authority and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations and Constitution and statutes of the State of Missouri, as amended, including particularly Sections 99.300 to 99.715, inclusive, of the Revised Statutes of Missouri, as amended, and pursuant to proceedings duly had by the governing body of the Authority.

THE BOND is issued under and is equally and ratably secured and entitled to the protection given by a Trust Indenture, dated as of \_\_\_\_\_, 2022 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the Authority and UMB Bank, N.A., as Trustee, Kansas City, Missouri (the “Trustee”). Subject to the terms and conditions set forth therein, the Indenture permits the Authority to issue Additional Bonds (as defined therein) secured by the Indenture on a parity with the Bond. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bond, the rights, duties and obligations of the Authority, the Trustee and the owners of the Bond, and the terms upon which the Bond is issued and secured. *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

THIS BOND shall be subject to redemption and payment in whole or in part, as follows:

(a) At any time prior to the stated maturity thereof upon instructions from the Company, at a price equal to the par value thereof, plus accrued interest thereon, without premium or penalty, to the date of payment.

(b) At any time prior to the stated maturity thereof, to the extent amounts are deposited into the Bond Fund in accordance with **Section 602** of the Indenture, at a price equal to the par value thereof, plus accrued interest thereon, without premium or penalty, to the date of payment.

In the event the Bond is to be called for redemption as provided in paragraphs (a) or (b) above, the Company shall deliver written notice to the Authority and the Trustee that it has elected to redeem all or a portion of the Bond in accordance with paragraph (a) or (b) above at least ten business days prior to the scheduled redemption date. The Trustee shall then, if the Company is not the sole Bondowner, send written notice to the Owner of this Bond at least five days prior to the scheduled redemption date by first class mail stating the date upon which the Bond will be redeemed and paid.

THE BOND, including interest thereon, is a special obligation of the Authority and is payable solely out of the rents, revenues and receipts derived by the Authority from the Project and not from any other fund or source of the Authority, and is secured by a pledge and

assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the Authority under and pursuant to the Lease, all as provided in the Indenture. The Bond does not constitute a general obligation of the Authority or the State of Missouri, and neither the Authority nor said State shall be liable thereon, and the Bond shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and is not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bond is to be paid by the Company directly to the Trustee for the account of the Authority and deposited in a special account created by the Authority and designated the "Land Clearance for Redevelopment Authority of Kansas City, Missouri, Industrial Revenue Bond Fund – Cleveland Duplexes Multifamily Project."

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bond issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

SUBJECT TO the requirements for transfer set forth above in the legend contained on the face of this Bond, this Bond is transferable, as provided in the Indenture, only upon the books of the Authority kept for that purpose at the above-mentioned office of the Trustee by the registered owner hereof in person or by such person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, without coupons, and in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Authority, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond is registered upon the books for registration maintained by the Trustee as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

In the event any registered Owner fails to provide taxpayer identification number to the Trustee, the Trustee may impose a charge against such registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Trustee from amounts otherwise payable to such registered Owner under the Indenture or under the Bond.

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

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, Land Clearance for Redevelopment Authority of Kansas City, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Chairman, Vice Chairman, or Executive Director attested by the manual or facsimile signature of its Secretary, Assistant Secretary, or other authorized officer, and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated as of the date forth above.

**LAND CLEARANCE FOR REDEVELOPMENT  
AUTHORITY OF KANSAS CITY, MISSOURI**

By: \_\_\_\_\_  
Daniel Moye, Executive Director

(SEAL)

ATTEST:

By \_\_\_\_\_  
Susan Tumey, Assistant Secretary

# TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

<u>Date</u>	Principal Amount Deposited Into <u>Project Fund</u>	Principal Amount Paid Pursuant to Redemption <u>Provisions</u>	Cumulative Outstanding Principal <u>Amount</u>	Notation Made <u>By</u>
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(FORM OF ASSIGNMENT)  
(NOTE RESTRICTIONS ON TRANSFERS)

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

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Print or Typewrite Name, Address and Social Security or  
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints  
\_\_\_\_\_ attorney to transfer the within Bond on the books kept by  
the Trustee for the registration and transfer of Bonds, with full power of substitution in the  
premises.

Dated: \_\_\_\_\_.

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NOTICE: The signature to this assignment  
must correspond with the name as it appears  
upon the face of the within Bond in every  
particular.

Signature Guaranteed By:

[Seal]

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

By

Title:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

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CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (Cleveland Duplexes Multifamily Project), Series 2022, described in the Trust Indenture. The effective date of registration of this Bond is set forth below.

UMB Bank, N.A., as Trustee

By: \_\_\_\_\_

Date