

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease Agreement” or “Lease”), dated this ____ day of _____, 2014 (“the “Effective Date”), by and between the **City of Kirksville, MO** (hereinafter, the “City”) and **Cenveo Corporation**, Successor-In-Interest to Commercial Envelope Manufacturing Co., Inc. (hereinafter, the “Company”).

WITNESSETH:

In consideration of the rent, terms, covenants, conditions and agreements hereinafter contained, the parties agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1. Representations by the City. The City represents as follows:

- a. The City is a third class city of the State of Missouri.
- b. The City has lawful power and authority to enter into and execute this Lease Agreement and to carry out its obligations hereunder and by all necessary action has been duly authorized to execute and perform the same acting by and through its duly authorized officers.

Section 1.2. Representations by the Company. The Company represents as follows:

- a. The Company is or upon occupancy of the Leased Premises will be duly authorized to do business in the State of Missouri.
- b. The Company has lawful power and authority to enter into and execute this Lease Agreement and to carry out its obligations hereunder, and by all necessary corporate action has been duly authorized to execute the Lease Agreement by its duly authorized officers.

ARTICLE II

LEASING OF THE PREMISES: RENT AND OTHER PROVISIONS

Section 2.1 Grant of Leasehold. The City hereby leases to the Company and the Company hereby leases and takes from the City, the following described Leased Premises, to – wit:

All that parcel of land in the Northwest 1/4 of Section 33, Township 63 North, Range 15 West, described as commencing on the East right of way line of Missouri Route "B", formerly "D" in Adair County, at a point 3768.75 feet North of the South line of said Section 33, the true point of beginning for this description, thence Northerly 650 feet along the East right of way line of Route "B", formerly "D", thence 1017.17 feet East along a line parallel to the South line of said Section 33, thence 650 feet, South parallel to the East right of way of Missouri Route "B", formerly "D", thence 1017.17 feet West along a line parallel to the South line of said Section 33, to the point of beginning, excluding the unoccupied 6,000 square feet of office space to be leased out by the City upon approval of Cenveo.

The Leased Premises is commonly known as 3010 North Industrial Road, Kirksville, MO 6350 (the "Leased Premises").

Section 2.2. Reservation of Easement. The City hereby reserves a non-exclusive easement along, across, over and upon the driveways and parking surface areas of the Leased Premises for purposes of ingress and egress to the City's property lying east of and adjacent to the Leased Premises, provided that such grant shall not unreasonably interfere with the Company's use and occupancy of the Leased Premises.

Section 2.3. Term. The initial term of this Lease Agreement shall be for a term of five (5) years commencing on the 7th day of December, 2014 (the "Commencement Date") and ending on the 31st day of December, 2019 (the "Initial Term"), subject to renewal or termination as provided herein. If this Lease is not previously cancelled or terminated, and if the Company has materially complied with and performed all of the terms, covenants, and conditions of this Lease in all material respects, then the Company shall have the option to renew this Lease for the same rent, and upon the same terms, covenants and conditions contained herein for one additional two (2) year term commencing on the date the initial term of this Lease would expire. The Company shall give ninety (90) days written notice to the City of its intent to exercise its option to renew this Lease prior to the expiration of the initial term hereof. Notwithstanding the foregoing, if the Company does not exercise such option of extension in the time period or in the manner provided in this Section, such option of extension shall nevertheless continue in full force and effect, shall not lapse and may be exercised by the Company until five (5) days after the Company has received written notice from the City that such deadline has passed and that the City has not received such notice.

Section 2.4. Rent. Commencing on the 7th day of December, 2014, and on or before the same day of each month thereafter, the Company shall pay to the City during the Initial Term hereof monthly rent in the amount of \$10,000.00 per month (prorated on a per diem basis for any partial month based on a 365 day, 12 month year).

Section 2.5. Additional Rent. The parties acknowledge that during Company's prior occupancy of the Leased Premises, roof repairs were made by the City at a cost of \$68,842.00. In order to equally share the cost of such repairs and to reimburse the City for the Company's share of such costs, the Company shall pay to the City during the Initial Term hereof,

additional rent in the amount equal to fifty percent (50%) of the cost of the roof repairs in sixty monthly installments of \$956.14 per month with the final monthly installment to be made in December 2014.

The parties further acknowledge that significant repairs, as outlined in the Scope of Work provided in Exhibit A, are needed to the roof. The parties agreed to share equally in the cost of such repairs. The City shall contract for and complete the Scope of Work provided in Exhibit A adhering to the City's purchasing policies. The Company shall pay to the City, during the term of this agreement, additional rent in the amount equal to fifty percent (50%) of the cost of the roof replacement divided into sixty monthly installments.

In the event Company severs its relationship with the City prior to the termination of the Lease, then upon that separation, Company shall pay to the City a lump sum in the amount equal to the additional rent times the monthly fee representing the full reimbursement to the City for fifty percent (50%) of the cost of such roof repairs.

Section 2.6. Possession, Operation and Use of the Leased Premises. Subject to the provisions contained herein, the Company shall have the exclusive possession and use of the Leased Premises during the Initial Term hereof without hindrance by the City and shall have the exclusive right and responsibility for the management, direction and control of its possession and use of the Leased Premises and of operations conducted upon the Leased Premises. The Company shall comply with all statutes, laws, ordinances, rules and regulations of all federal, state and local governmental authorities, now or hereafter applicable to the Company in connection with its occupancy and use of the Leased Premises. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with this Section; provided, however, the Company shall have the right, at its own expenses, to contest or challenge the validity or legality of any such statute, law, ordinance, rule or regulation.

Section 2.7. Prepayment of Rent. The Company may at any time prepay all or any part of the rent or additional rent provided for herein.

Section 2.8. Net Lease. It is intended that this Lease is a triple net lease, except as may be expressly stated herein, and the Company, in addition to the rent and additional rent provided herein, shall pay all charges, expenses, costs, and outlays of every nature and kind relating to the Leased Premises, except as may be expressly stated herein including as provided in Section 4.1, including but not limited to taxes, insurance, utilities, maintenance and repairs (but not replacements (except as otherwise provided herein)).

Section 2.9. Quiet Enjoyment. The City covenants and agrees that the Company, upon payment of the rent and additional rent reserved herein and upon observing and keeping the covenants, agreements and stipulations of this Lease on its part to be kept, shall lawfully, peaceably and quietly hold, occupy and enjoy the Leased Premises during the Initial Term of this Lease and any extension or extensions thereof, without hindrance, ejection or molestation by the City or any person or persons claiming under the City or claiming a title superior to that of the City.

ARTICLE III

COVENANTS OF THE COMPANY

Section 3.1. Maintenance and Repair.

- a. The Company has inspected and knows the condition of the Leased Premises and accepts them in their present "As Is" condition, including all defects, latent or otherwise, existing as of the Commencement Date. The City hereby assigns to the Company any and all warranties that it has with respect to the roof and all other improvements, on or about the Leased Premises.
- b. The Company shall maintain, keep in good condition and repair the improvements located upon the Leased Premises, and every part thereof, including driveways, parking areas, roof, sprinkler system and all plumbing, heating, electrical, air conditioning and ventilating systems (collectively, the "Systems"), whether or not the need for such maintenance or repair occurs as a result of Company's use, or any prior use, the elements or other casualty. **The Company shall further provide annual preventative maintenance for the systems and bring such systems into an operating condition.** City shall have no obligation to maintain or repair the Leased Premises or any part thereof. Notwithstanding the foregoing and except in the event of a fire or other casualty under Section 4.1 hereof, the City shall, at the City's sole cost and expense, be responsible for all costs and expenses in connection with the replacement of the roof, the structural elements of the walls of the building, and the foundation of the building which become necessary during the Initial Term as well as the replacement of the Systems to the extent any such System is beyond its useful life. However, the City shall not be required to replace any such item to the extent it can be repaired at a reasonable expense (including the cost and availability of necessary parts) or to the extent such replacement is necessitated by the Company's willful misconduct or gross negligence. All such replacements or restorations will be in quality and class equal to the original work or installations and shall be performed in accordance with all applicable laws.
- c. The Company may, from time to time, make reasonable alterations to the improvements located upon the Leased Premises in a good and workmanlike manner. Any such alterations shall comply with all applicable requirements of law, including all applicable codes of the City. The Company shall have no right, however, to make

any change, alteration or addition to such improvements that would impair the structural soundness thereof. All costs of such work shall be paid promptly by the Company so as to prevent the assertion of any liens for labor or materials.

- d. The Company shall have the right to place or install upon the Leased Premises such trade fixtures and equipment as it shall deem desirable or necessary for the conduct of its business and, provided the Company is not then in default hereunder, at the expiration of the Lease Agreement, Company may remove from the Leased Premises all trade fixtures and equipment that were placed or installed upon the Leased Premises, and the Company shall repair any damage caused by the removal thereof.
- e. At the end of the Lease Agreement, by lapse of time or otherwise, the Company will quit and surrender the Leased Premises in as good condition as they were in as of the Commencement Date, reasonable wear and tear and casualty and condemnation excepted. All alterations, additions, erections or improvements upon the Leased Premises at the end of this Lease Agreement, except trade fixtures and equipment, shall be and become a part of the Leased Premises and shall be surrendered with the Leased Premises. Should the Company fail to remove any such trade fixtures or equipment on or before the end of this Lease Agreement, then the same shall be considered as abandoned and become the property of the City; provided, however, that the Company shall have 30 days to remove said trade fixtures or equipment following the termination or expiration of this Lease Agreement.
- f. The Company shall be responsible for all snow and ice removal, grounds and lawn maintenance, and landscaping.
- g. The City shall evaluate the sewer system of the facility found in the eastern portion of the building and shall either repair or replace the pipe and pump grinder to address sewer system issues.

Section 3.2. Utilities. Company shall pay directly to the appropriate supplier the cost of all utilities and services provided to the Leased Premises.

Section 3.3. Insurance. Prior to the commencement of the Company's use or occupancy of the Leased Premises, the Company will provide to the City certificates of insurance evidencing the following insurance:

- a. Comprehensive General Liability Insurance-with a limit of not less than \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
- b. Fire and Property Damage Insurance-during the term hereof, Company shall maintain fire and extended coverage property insurance in an amount not less than Five Million Dollars (\$5,000,000.00).
- c. Worker's Compensation Insurance required by law.

Each of the above certificates of insurance shall provide that the policy may not be cancelled without thirty (30) days prior written notice to the City. The policy or policies described in (a) and (b) above shall name the City as an additional insured, as its interest may appear, consistent with this Lease Agreement. Throughout the Initial Term of the Lease, as extend, the Company may, at its discretion, maintain any of the policies on a blanket basis and/or may self-insure any of its insurance coverage obligations herein.

Section 3.4. Indemnification.

- a. The City shall not be liable to the Company for any loss or damage to property caused by the Act of God, acts of the public enemy, riot, strike, war, or other causes beyond the City's control. In addition, the City shall not be liable for any liability for any damage or injury to persons or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or from any damage or injury resulting from any cause or happening whatsoever, unless resulting from the negligence of the City, its employees, agents or servants or the City's failure to comply with any City obligations contained herein.
- b. The Company shall be solely responsible for all loss, expense (including attorneys fees), and damages, and shall indemnify the City against and save the City harmless from all third party claims, demands and judgments made or recovered against the City because of personal injuries, including death, and/or because of damage to property, from any cause whatsoever, including environmental contamination to the Leased Premises, arising out of, incidental to, or in connection with the Company's use and occupancy of the Leased Premises, whether or not caused by negligence of the Company, its contractors or its employees, servant or agents; provided, however, that said indemnification and hold harmless obligation shall not apply to circumstances resulting from the intentional misconduct or negligence by the City, or its employees, agents or servants.

Section 3.5. Taxes. During the Initial Term, as extended, and provided that the Leased Premises is owned by the City or such other tax-exempt entity, the Company shall pay all taxes, both real and personal, assessed on the Leased Premises. The Company, at its own expense, may contest, by appropriate legal proceedings promptly instituted and thereafter conducted in good faith and with due diligence, the amount or validity, in whole or in part, of any taxes; provided (A) in the case of any unpaid taxes, such proceedings shall suspend the collection thereof from the Company and from the Leased Premises; and (B) neither the Leased Premises nor any part thereof nor any interest therein will be in danger of being sold, forfeited, terminated, cancelled or lost.

ARTICLE IV

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 4.1. Damage and Destruction. If any portion of the Leased Premises shall be damaged or destroyed by fire or other casualty during the Initial Term hereof, the Company shall provide the City prompt notice thereof and to the extent that the Leased Premises have been rendered untenable, the Company shall have the right to terminate this Lease, provided that (i) notice thereof is given to the City no later than thirty (30) days after such damage or destruction and (ii) effective concurrent with such termination, the Company causes the insurance proceeds to be delivered to the City and pays to the City an amount equal to the insurance deductible (or which would have been reimbursed to the Company had the Company maintained the insurance required to be carried by the City hereunder (in addition to any applicable insurance deductible or self-insured retention maintained by the Company)). In the event this Lease is not terminated as provided above, the Company shall promptly repair the damage to the Leased Premises to substantially the condition which the Leased Premises were in prior to such damage, and in accordance with applicable law, to the extent the Company is actually reimbursed therefor by insurance, warranties or condemnation proceeds or which would have been reimbursed to the Company had the Company maintained the insurance required to be carried by the City hereunder (in addition to any applicable insurance deductible or self-insured retention maintained by the Company).

Section 4.2. Condemnation. In case the whole or a substantial part of the Leased Premises shall be taken by the state or other public authority for any public use, then this Lease Agreement shall terminate from the time when possession of the whole or the part so taken is required for such public use, and the Company shall not claim or be entitled to any part of the award to be made for damages for such taking for public use, and such taking shall not be deemed a breach of the City's covenant for quiet enjoyment contained herein. provided, however, the City shall have no interest in any award made to the Company for the Company's moving and relocation expenses, or for the loss of the Company's fixtures and other tangible personal property if a separate award for such items is made to the Company (and the Company may seek awards for such items).

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.1. Events of Default. Any one of the following events shall be an Event of Default hereunder:

- a. Failure by the Company to pay the rent herein provided, or any part thereof, for a period of five (5) days after notice from the City.
- b. Failure by the Company to do, observe, keep and perform any of the terms, covenants, conditions, agreements and provisions of this Lease Agreement to be done, observed, kept and performed by the Company, and the same is not remedied within thirty (30) days after the City has given the Company written notice specifying such failure, provided that such time period shall be extended to the extent that the Company is diligently pursuing such cure (but not to exceed ninety (90) days).
- c. The abandonment of the Leased Premises by the Company for a period in excess of sixty (60) consecutive days, the filing by or against the Company as a debtor of a petition under the United States Bankruptcy Code or similar law, the making by the Company of a general assignment for the benefit of creditors, the taking by the Company of the benefit of any insolvency act or law, or the appointment of a permanent receiver or trustee in bankruptcy for the Company's property.

Section 5.2. Remedies.

- a. If any Event of Default occurs (with the exception of a "Work Force Default"), the City may at its option terminate this Lease Agreement, re-enter, take possession of the Leased Premises and remove all property therefrom without notice or legal process and without being deemed guilty of trespass, or liable for any loss or damage occasioned thereby.
- b. In the event of re-entry by the City, under the terms contained herein, or after the abandonment of the Leased Premises by the Company, it is agreed that the Company shall remain liable and will pay the rent which subsequently accrues thereafter when due, up to the time that some third party tenant is obtained for and is in possession of the Leased Premises, taking into consideration the availability of acceptable tenants and other market conditions affecting leasing. The City agrees to use its best efforts to obtain an alternative or substitute tenant. In the event that the rent obtained from such alternative or substitute tenant is less than the rent provided herein, then the Company shall be obligated and liable to the City for the payment of the difference between the rent

reserved herein and the rent collected from such alternative or substitute tenant during the remainder of the unexpired term hereof.

- c. The City or the Company shall pay all costs, expenses and attorneys fees that may be actually incurred or paid by the other in enforcing the terms, covenants and conditions of this Lease Agreement provided such party prevails in any litigation arising out of, or related to, this Lease Agreement.
- d. No waiver by the City or Company of a breach of any of the terms, covenants or conditions of this Lease Agreement shall be construed as a waiver of any future breach of the same or any other terms, covenants or conditions hereof.

ARTICLE VI

EMPLOYMENT INCENTIVE

Section 6.1. Rent Reduction For New Employees. During the term of this Lease, or renewal period hereof, for each new employee position/job created by the Company and filled by an employee at the Leased Premises, which is in addition to the current number of positions/jobs filled by employees at the Leased premises as of the date of this Lease, then the Company shall be entitled to a reduction in subsequent monthly rent in the amount of \$63.30 per month per new employee position/job created and filled by an employee for so long as each such new employee position/job remains filled by an employee.

Section 6.2. Definition of New Employees. For purposes of this Article, any such new employee position/job filled by an employee shall mean individuals employed by the Company at the Leased Premises on a full time basis (35 hours per week or more), receiving an "Average Hourly Wage" of not less than \$14.00 per hour, and for which the Company pays at least one half of the individual's health insurance coverage costs. "Average Hourly Wage" means the Company's total payroll at the Leased Premises divided by the number of hours worked by all employees of the Company at the Leased Premises during that payroll period.

Section 6.3. Certification of Work Force. The Company shall certify in writing to the City the Company's average monthly work force of employees at the Leased Premises for the calendar month preceding the date of this Lease, together with the average hourly wage for such employees. Thereafter, for each month during the term of this Lease for which the Company seeks a reduction in rent under the provisions of this Article, the Company shall certify in writing to the City the Company's average monthly work force of employees at the Leased Premises for the preceding month, together with the average hourly wage for such employees.

ARTICLE VII

OBLIGATIONS OF THE CITY FOR ENVIRONMENTAL CLAIMS

Section 7.1. Environmental Warranty and Representation. Except as may be disclosed on environmental reports, assessments and tests as provided to the Company by City, City further warrants and represents that during City's period of ownership, there has been no storage, disposal, discharge, deposit, injection, dumping, leaking, spilling, placing, or escape of any Hazardous Substances on, in, under, or from the Leased Premises. The City further warrants and represents that it has not received any notice from any Federal or State agency of appropriate jurisdiction, of the existence of any such substance on, in, under or from said premises.

Section 7.2. Environmental Indemnification. The City agrees to indemnify and hold the Company harmless from and against any and all costs, claims, suits, causes of action, losses, injury or damages including, without limitation, personal injury damage as well as injury to property resulting from the presence of Hazardous Substances on, in or under the Licensed Premises or removal of Hazardous Substances from, the Leased Premises, provided that such Hazardous Substances were present on, in, or under the Leased Premises (regardless of whether or not the City had knowledge of such presence) prior to the Company's occupancy thereof. The City, at no cost to the Company, shall be solely responsible for and shall comply with all laws, rules, ordinances or regulations with respect to the presence or removal of Hazardous Substances provided that such Hazardous Substances were present on, in, or under the Leased Premises (regardless of whether or not the City had knowledge of such presence) prior to the Company's occupancy thereof. "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCB's, or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or ownership of which is restricted, prohibited, regulated or penalized by any and all federal, state, county or municipal statutes or laws now or hereafter at any time in effect. Without limiting the generality of the foregoing, this environmental indemnification includes all costs, claims, suits, causes of action, losses, injury or damages resulting from the removal of underground tank (s) from the Leased Premises and asbestos abatement that the City shall perform prior to the Company's occupancy of the Leased Premises.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1. Relationship of the Parties. Nothing contained herein shall be deemed or construed by the parties hereto or any third party as creating the relationship of principal and agent or partnership or joint venture.

Section 8.2. Notices. All notices which are required or permitted hereunder shall be in writing and shall be sufficient if delivered personally, sent by facsimile transmission, or sent by registered, certified, or express mail, postage prepaid. Any such notice shall be deemed to have

been given when so delivered personally, sent by facsimile transmission or if mailed, three (3) days after such mailing to the following addresses:

City: City of Kirksville
201 S. Franklin
Kirksville, MO 63501
ATTENTION: City Manager

Company: Cenveo Corporation
One Canterbury Green
Stamford, CT 06901
Facsimile: (203) 595-3016
Attention: EVP – Real Estate

Section 8.3. Subleasing and Assignment. The Company shall not sublease the Leased Premises in any manner whatsoever without the prior written consent of the City. This Lease Agreement may not be assigned by any party herein without the prior written consent of the other party; provided, however, that the Company may assign this Lease Agreement to an affiliated entity upon prior notice to the City.

Section 8.4. Binding Effect. This Lease Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

Section 8.5. Governing Law and Venue. It is the intention of the parties hereto that this Lease Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Any legal action filed by either party in connection with this Lease Agreement shall be filed in the Circuit Court of Adair County, Missouri, and both parties waive their rights to seek removal of said legal action from the State Courts of Missouri to a federal court of competent jurisdiction.

Section 8.6. Entire Agreement. This Lease Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may be amended only in a writing signed by both parties.

Section 8.7. Headings. The headings under articles and sections are for convenience and reference only and do not in any way modify, interpret or construe the intent of the parties or effect any of the provisions of the Lease Agreement.

Section 8.8. City Covenants. The City covenants and agrees throughout the Term of this Lease to indemnify, protect, defend and hold the Company and its agents and employees harmless from and against all damages, suits, loss, costs, expenses, claims, causes of action, liabilities, and injuries, including without limitation reasonable attorney's, consultant's and expert's fees and costs and litigation expenses relating or resulting from personal injuries, bodily injuries (including death) and from injury or destruction to tangible property (i) occurring on the Leased Premises as a result of the acts or omissions of the City, its contractors, agents or employees, or (ii) occurring as a result of a breach by the City of any of its obligations hereunder. The City shall, at its own expense, defend all actions brought against the Company,

its agents or employees, for which the City is or may be responsible for indemnification hereunder, with legal counsel reasonably acceptable to the Company and if the City fails to do so, the Company (at its option, but without being obligated to do so) may, at the expense of the City and upon notice to the City, defend such actions, and the City shall pay and discharge any and all judgments that arise therefrom. This Section shall survive the expiration or earlier termination of this Lease.

Section 8.9. Waiver of Landlord's Lien. The City hereby waives any statutory liens and any rights of distress with respect to the personal property (trade fixtures, equipment and merchandise) of the Company from time to time located within the Leased Premises ("Company's Property"). This Lease does not grant a contractual lien or any other security interest to the City or in favor of the City with respect to the Company's Property. Respecting any lender of the Company having a security interest in the Company's Property ("Company's Lender"), the City agrees as follows: (i) to provide the Company's Lender, upon written request of the Company (accompanied by the name and address of the Company's Lender), with a copy of any default notice(s) given to the Company under this Lease, and (ii) to allow the Company's Lender, prior to any termination of this Lease or repossession of Leased Premises by the City, the same period of time, after its receipt of such copy of default notice, to cure such default as is allowed the Company under this Lease, and (iii) to permit the Company's Lender to go upon the Leased Premises for the purpose of removing the Company's Property anytime within 20 days after the effective date of any termination of this Lease or any repossession of the Leased Premises by the City. The City further agrees to execute and deliver such instruments reasonably requested by the Company's Lender from time to time to evidence or effect the aforesaid waiver and agreements of the City.

Section 8.10. Counterparts. This Lease may be executed and delivered in counterparts for the convenience of the parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year first written above.

City of Kirksville, Missouri

By: _____
Mayor

Attest: _____
City Clerk

Cenveo Corporation

By: _____
Executive Vice President, Real Estate

Attest: _____

STATE OF MISSOURI)
) ss
COUNTY OF ADAIR)

On this __ day of _____, 2014, before me, the undersigned, a Notary Public in and for said State and County aforesaid, personally appeared _____, to me personally known, who, being duly sworn did say that he is the Mayor of the City of Kirksville, Missouri and that said instrument was signed on behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be the free act and deed of said City.

In Witness Whereof, I have hereunto set my hand and affixed my seal the day and year last written above.

Notary Public

My Commission Expires:

{SEAL}

