



City Garden Montessori School

Special Board Meeting

Date and Time

Thursday June 25, 2020 at 6:30 PM CDT

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:30 PM
Opening Items			
A. Call the Meeting to Order			2 m
• Welcome and acknowledgment of Illiniwek people who first lived on this land as well as all in our community and across the world being affected by the global pandemic.			
• Acknowledge Board Meeting Agreements			
B. Record Attendance and Guests			
C. Mission Statement		Donna Smith	1 m
City Garden exists to redefine education by developing the whole child in an excellent, inclusive, Montessori school; to reimagine community by creating spaces and systems that help to restore our collective humanity; and to reinvigorate our world by creating a culture in which individuals and communities thrive without disparities or barriers to success.			
D. Introductions and Public Comment	Discuss	Donna Smith	5 m
II. Action Items			6:38 PM
A. Final 2019-20 Budget	Vote	Sisouphanh (Sysco) Deuanepheng	5 m

B. 2020-21 Budget	Vote	Sisouphanh (Sysco) Deuanephenn	10 m
C. May Financials	Vote	Sisouphanh (Sysco) Deuanephenn	5 m
D. Resolutions to Rename LLCs	Vote	Jarrod Sharp	10 m

III. Updates **7:08 PM**

A. Questions and Comments	Discuss	Donna Smith	3 m
B. Reflection: Meeting Agreement	Discuss	Donna Smith	5 m

IV. Upcoming Events and Initiatives **7:16 PM**

A. Dates and Times for Upcoming Committee and Board Meetings	FYI
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Board and Committee Meetings

Board Retreat - Saturday, August 15 ~ 9:00 AM to 4:00 PM

B. Dates and Times for Events and Other Items of Interest	FYI
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City Garden Virtual Talent Show - [HERE](#)

V. Closing Items

A. Adjourn Meeting	Vote
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Cover Sheet

Final 2019-20 Budget

Section: II. Action Items
Item: A. Final 2019-20 Budget
Purpose: Vote
Submitted by:
Related Material: Final2019-20BudgetSummary.pdf

City Garden Montessori

June Budget Revision vs Prior version March Budget Revision

2019-2020 Budget Summary

	Prior Version- March Budget Revision					2019-2020 June Budget Revision					Change					Description		
	Operating Budget	Strategic Plan-Operations		Strat Plan-Capital	Federal Grant	Total Budget	Operating Budget	Strategic Plan-Operations		Strat Plan-Capital	Federal Grant	Total Budget	Operating Budget	Strategic Plan-Operations		Strat Plan-Capital	Federal Grant	Total Budget
		Revenue																
Local Revenue																		
Prop C Interest	\$ 241,740	\$ -	\$ -	\$ -	\$ -	\$ 241,740	\$ 241,740	\$ -	\$ -	\$ -	\$ -	\$ 241,740	\$ -	\$ -	\$ -	\$ -	\$ -	
Student Food Sales	13,200	-	-	-	-	13,200	13,200	-	-	-	-	13,200	-	-	-	-	-	
Student Activity - JRH	13,000	-	-	-	-	13,000	10,500	-	-	-	-	10,500	(2,500)	-	-	-	-	(2,500)
Student Activity-Field Trips	5,500	-	-	-	-	5,500	4,981	-	-	-	-	4,981	(519)	-	-	-	-	(519)
Facility Rental	6,000	-	-	-	-	6,000	6,000	-	-	-	-	6,000	-	-	-	-	-	
Intercompany - PS to Charter	2,000	-	-	-	-	2,000	1,538	-	-	-	-	1,538	(462)	-	-	-	-	(462)
Fundraising/Special Events	253,788	-	-	-	-	253,788	253,788	-	-	-	-	253,788	-	-	-	-	-	
Donations	206,000	-	-	-	-	206,000	186,000	-	-	-	-	186,000	(20,000)	-	-	-	-	(20,000)
Donations-Restricted	658,628	-	-	-	-	658,628	574,000	-	-	-	-	574,000	(84,628)	-	-	-	-	(84,628)
Preschool Tuition	301,318	-	-	-	-	301,318	266,318	-	-	-	-	266,318	(35,000)	-	-	-	-	(35,000)
Befor/After Care Tuition	76,000	-	-	-	-	76,000	58,400	-	-	-	-	58,400	(17,600)	-	-	-	-	(17,600)
Other	10,000	-	-	-	-	10,000	502,000	-	-	-	-	502,000	492,000	-	-	-	-	492,000
Total Local Revenue	1,787,174	510,000	1,350,000	-	3,647,174	2,118,465	765,000	1,095,000	-	3,978,465	331,291	255,000	(255,000)	-	331,291			
State Revenue	\$2,074,000	-	-	-	-	2,074,000	\$2,005,000	-	-	-	-	2,005,000	\$ (69,000)	-	-	-	(69,000)	Reduced June payment by 39.5% per DESE/Governor announcement.
Federal Revenue																		
Medicaid Admin Billing	12,000	-	-	-	-	12,000	15,705	-	-	-	-	15,705	3,705	-	-	-	-	3,705
Federal Grant	-	-	-	-	145,100	145,100	-	-	-	-	-	-	#####	#####	#####	#####	#####	(145,100)
Special Ed Part B	38,000	-	-	-	-	38,000	38,000	-	-	-	-	38,000	-	-	-	-	-	No Federal Grant receipts in 2019-20
Lunch Program	32,004	-	-	-	-	32,004	25,435	-	-	-	-	25,435	(6,569)	-	-	-	-	(6,569)
Breakfast Program	7,608	-	-	-	-	7,608	5,811	-	-	-	-	5,811	(1,797)	-	-	-	-	(1,797)
Snack Program	1,392	-	-	-	-	1,392	1,162	-	-	-	-	1,162	(230)	-	-	-	-	(230)
Consolidated Federal Funds	80,400	-	-	-	-	80,400	80,400	-	-	-	-	80,400	-	-	-	-	-	Estimated reduction of food
Federal Revenue	171,404	-	-	145,100	316,504	166,513	-	-	-	-	-	166,513	(4,891)	-	-	#####	(149,991)	Estimated reduction of food
GRAND TOTAL REVENUES	4,032,578	510,000	1,350,000	145,100	6,037,678	4,289,978	765,000	1,095,000	-	6,149,978	257,400	255,000	(255,000)	#####	112,300			
Expenditures																		
Salaries	2,030,136	356,893	-	-	2,387,029	2,066,081	276,668	-	-	2,342,749	35,945	(80,225)	-	-	-	(44,280)	Reduction in salary for extra duties, before and after care, tutoring, summer school and other.	
Benefits	698,738	114,206	-	-	812,943	674,604	88,534	-	-	763,138	(24,133)	(25,672)	-	-	-	(49,805)	Currently paying all permanent employees their regular salary.	
Intercompany -PS to Charter	253,788	-	-	-	253,788	253,788	-	-	-	253,788	-	-	-	-	-			
Purchase Services	843,711	130,500	-	145,100	1,119,311	777,477	86,500	-	26,100	890,077	(66,234)	(44,000)	#####	#####	#####	(229,234)	Reduction in Subs, PD, travel and consulting	
Fundraising Events	80,750	-	-	-	80,750	58,642	-	-	-	58,642	(22,108)	-	-	-	-	(22,108)	Estimated reduction in fundraising costs	
Supplies	190,650	10,000	-	-	200,650	202,076	25,000	-	4,000	231,076	11,426	15,000	-	4,000	30,426	Increase due to \$25K Covid-19 family support, \$19K Tech and 4202 spending		
Capital Outlay/Debt Service	400,000	-	125,000	-	525,000	2,000	-	123,000	-	125,000	(398,000)	-	(2,000)	-	(400,000)	Moved Anonymous donor spending to 20-21		
Interest	16,000	12,000	20,000	-	48,000	16,000	12,000	-	20,000	-	48,000	-	-	-	-			
Total Expenses	4,513,773	623,599	145,000	145,100	5,427,471	4,050,669	488,702	143,000	30,100	4,712,471	(463,104)	(134,897)	(2,000)	#####	(715,001)			
Surplus/Deficit	(481,195)	(113,599)	1,205,000	-	610,207	239,309	276,298	952,000	(30,100)	1,437,507	720,504	389,897	(253,000)	(30,100)	827,301			
Prior Year Fund Balance	656,609	251,618	-	-	908,227	656,609	251,618	-	-	908,227								
Surplus/(Deficit)	(481,195)	(113,599)	1,205,000	-	610,207	239,309	276,298	952,000	(30,100)	1,437,507								
Ending Fund Balance	175,414	138,019	1,205,000	-	1,518,434	895,918	527,916	952,000	(30,100)	2,345,734								
																	Risks: Special Education Capital Spending on current building Federal, State, or Local funding levels Fundraising Turnover Benefit Costs	

Cover Sheet

2020-21 Budget

Section: II. Action Items
Item: B. 2020-21 Budget
Purpose: Vote
Submitted by:
Related Material: 2020-21BudgetSummary.pdf

City Garden Montessori

2020-2021 Budget Revision vs Prior Year 2019-2020 June Budget Revision
2020-2021 Budget Summary

	Prior YEAR- 2019-2020 June Budget Revision					2020-2021 June Revision					Change					Description	
	Operating Budget	Strategic Plan-Operations	Strat Plan-Capital	Federal Grant	Total Budget	Operating Budget	Strategic Plan-Operations	Strat Plan-Capital	Federal Grant	Total Budget	Operating Budget	Strategic Plan-Operations	Strat Plan-Capital	Federal Grant	Total Budget		
Revenue																	
Local Revenue																	
Prop C	\$ 241,740	\$ -	\$ -	\$ -	\$ 241,740	\$ 216,000	\$ -	\$ -	\$ -	\$ 216,000	\$ (25,740)	\$ -	\$ -	\$ -	\$ -	\$ (25,740)	
Interest	13,200	-	-	-	13,200	2,400	-	-	-	2,400	(10,800)	-	-	-	-	(10,800)	
Student Food Sales	10,500	-	-	-	10,500	10,000	-	-	-	10,000	(500)	-	-	-	-	(500)	
Student Activity - JRH	4,981	-	-	-	4,981	5,500	-	-	-	5,500	519	-	-	-	-	519	
Student Activity-Field Trips	6,000	-	-	-	6,000	6,000	-	-	-	6,000	-	-	-	-	-	-	
Facility Rental	1,538	-	-	-	1,538	1,538	-	-	-	1,538	-	-	-	-	-	-	
Intercompany - PS to Charter	253,788	-	-	-	253,788	253,788	-	-	-	253,788	-	-	-	-	-	-	
Fundraising/Special Events	186,000	-	-	-	186,000	248,676	-	-	-	248,676	62,676	-	-	-	-	62,676	
Donations	574,000	-	-	-	574,000	656,501	-	-	-	656,501	82,501	-	-	-	-	82,501	
Donations-Restricted	-	765,000	1,095,000	-	1,860,000	-	410,000	-	-	410,000	-	(355,000)	(1,095,000)	-	-	(1,450,000)	
Preschool Tuition	266,318	-	-	-	266,318	276,600	-	-	-	276,600	10,282	-	-	-	-	10,282	
Befor/After Care Tuition	58,400	-	-	-	58,400	65,000	-	-	-	65,000	6,600	-	-	-	-	6,600	
Other	502,000	-	-	-	502,000	10,000	-	-	-	10,000	(492,000)	-	-	-	-	(492,000)	
Total Local Revenue	2,118,465	765,000	1,095,000	-	3,978,465	1,752,003	410,000	-	-	2,162,003	(366,462)	(355,000)	(1,095,000)	-	(1,816,462)		
State Revenue	\$ 2,005,000	-	-	-	2,005,000	\$ 1,772,000	-	-	-	1,772,000	\$ (233,000)	-	-	-	(233,000)	Enrollment up 5, Summer school down by 12, 13% Decrease in per WADA amount	
Federal Revenue																	
Medicaid Admin Billing	15,705	-	-	-	15,705	12,000	-	-	-	12,000	(3,705)	-	-	-	-	(3,705)	
Federal Grant	-	-	-	-	-	-	485,000	-	-	485,000	-	-	-	-	-	485,000	
Special Ed Part B	38,000	-	-	-	38,000	38,000	-	-	-	38,000	-	-	-	-	-	-	
Lunch Program	25,435	-	-	-	25,435	32,004	-	-	-	32,004	6,569	-	-	-	-	6,569	
Breakfast Program	5,811	-	-	-	5,811	7,608	-	-	-	7,608	1,797	-	-	-	-	1,797	
Snack Program	1,162	-	-	-	1,162	1,392	-	-	-	1,392	230	-	-	-	-	230	
Consolidated Federal Funds	80,400	-	-	-	80,400	131,400	-	-	-	131,400	51,000	-	-	-	-	51,000	
Federal Revenue	166,513	-	-	-	166,513	222,404	-	-	-	485,000	707,404	55,891	-	-	485,000	55,891	
GRAND TOTAL REVENUES	4,289,978	765,000	1,095,000	-	6,149,978	3,746,407	410,000	-	485,000	4,641,407	(543,571)	(355,000)	(1,095,000)	485,000	(1,993,571)		
Expenditures																	
Salaries	2,066,081	276,668	-	-	2,342,749	1,981,378	337,105	-	-	2,318,483	(84,703)	60,437	-	-	-	(24,266)	Staff Increases, offset by eliminate Exec salary raises, deferring hiring a Family support coordinator, Dir. Of Racial Equity and Curriculum, and contracting for Speech and Language services.
Benefits	674,604	88,534	-	-	763,138	675,825	107,874	-	-	783,698	1,220	19,340	-	-	-	20,560	Speech and Lang services and Institute
Intercompany -PS to Charter	253,788	-	-	-	253,788	253,788	-	-	-	253,788	-	-	-	-	-		
Purchase Services	777,477	86,500	-	26,100	890,077	845,049	57,800	50,000	145,100	1,097,949	67,572	(28,700)	50,000	119,000	207,872	Supplies for new Kindergarten and primary classes \$0.9 million equity contrib. to capital for expansion Debt refinance to lower rate interest only debt	
Fundraising Events	58,642	-	-	-	58,642	73,750	-	-	-	73,750	15,108	-	-	-	15,108		
Supplies	202,076	25,000	-	4,000	231,076	159,830	5,870	-	309,800	475,500	(42,246)	(19,130)	-	305,800	244,424		
Capital Outlay/Debt Service	2,000	-	123,000	-	125,000	-	-	902,000	-	902,000	(2,000)	-	779,000	-	777,000		
Interest	16,000	12,000	20,000	-	48,000	6,563	15,225	-	-	21,788	(9,438)	3,225	(20,000)	-	(26,213)		
Total Expenses	4,050,669	488,702	143,000	30,100	4,712,471	3,996,182	523,874	952,000	454,900	5,926,956	(54,487)	35,172	809,000	424,800	1,214,485		
Surplus/Deficit	239,309	276,298	952,000	(30,100)	1,437,507	(249,775)	(113,874)	(952,000)	30,100	(1,285,549)	(489,084)	(390,172)	(1,904,000)	60,200	(3,208,056)		
Prior Year Fund Balance	656,609	251,618	-	-	908,227	895,918	527,916	952,000	(30,100)	2,345,734							
Surplus/(Deficit)	239,309	276,298	952,000	(30,100)	1,437,507	(249,775)	(113,874)	(952,000)	30,100	(1,285,549)							
Ending Fund Balance	895,918	527,916	952,000	(30,100)	2,345,734	646,143	414,043	-	-	1,060,186							

Strategic Plan Operations Funding amounts reserved for expansion of Primary, Charter, and capacity building.

Cover Sheet

May Financials

Section: II. Action Items
Item: C. May Financials
Purpose: Vote
Submitted by:
Related Material: 5.31.2020 Financial Statements v Budget.pdf

City Garden Finance Dashboard

Budget

Revenue				
Source	Actual May 2018- YTD	Actual May 2019- YTD	Budget 19-20 YTD	Variance to Budget
State	\$ 1,954,470	\$ 1,918,445	\$ 1,911,709	\$ 6,736
Federal	166,380	123,593	141,365	(17,772)
Prop C	219,194	219,643	219,517	126
Intercompany	232,639	232,639	232,639	-
Donations	946,607	2,256,738	2,138,008	118,731
Fundraising	228,092	169,270	168,513	757
Preschool Tuition	277,482	261,335	259,135	2,200
Other	115,213	603,035	597,468	5,567
Total	\$ 4,140,077	\$ 5,784,698	\$ 5,668,353	\$ 116,345

Annual Trends

Revenue				
Source	Actual FY 18-19	Actual FY 19-20	Forecast FY 19-20	Budget FY 19-20
State	\$ 1,967,595	\$ 2,137,749	\$ 2,004,000	\$ 2,074,000
Federal	152,351	177,279	166,513	168,508
Prop C	235,578	241,884	238,740	241,740
Intercompany	253,793	253,788	253,788	253,788
Donations	597,613	1,050,257	2,434,000	2,434,000
Fundraising	209,308	239,842	186,000	206,000
Preschool Tuition	289,757	301,408	261,335	266,318
Other	150,572	1,467,554	603,036	596,619
Total Revenue	\$ 3,856,568	\$ 5,869,761	\$ 6,147,412	\$ 6,240,973

Expenses

Category	Actual May 2018- YTD	Actual May 2019- YTD	Budget 19-20 YTD	Variance to Budget
Salaries	\$ 1,717,623	\$ 2,132,934	\$ 2,138,202	\$ (5,268)
Benefits	600,292	700,181	694,831	5,350
Purchased Services	1,283,423	1,052,484	1,052,701	(218)
Supplies	134,166	202,429	197,102	5,327
Capital/Debt Services	49,970	151,673	151,555	118
Total	\$ 3,785,474	\$ 4,239,701	\$ 4,234,391	\$ 5,310
Net Income\Loss	\$ 354,603	\$ 1,544,997	\$ 1,433,963	\$ 111,035

Expenses

Category	Actual FY 18-19	Actual FY 19-20	Forecast FY 19-20	Budget FY 19-20
Salaries	\$ 1,882,884	\$ 1,926,430	\$ 2,342,749	\$ 2,342,749
Benefits	640,474	655,090	771,108	756,108
Purchased Services	1,084,117	1,388,074	1,378,855	1,381,402
Supplies	186,090	166,750	248,687	248,687
Capital Outlay/Debt Services	45,038	1,362,658	188,000	188,000
Total Expenses	\$ 3,838,603	\$ 5,499,003	\$ 4,929,399	\$ 4,916,946
Net Income\Loss	\$ 17,985	\$ 370,758	\$ 1,218,013	\$ 1,324,027

Financial Health Check

Category	FY17-18	FY18-19	Actual May 2019- YTD	Budget FY19-20
Ending Cash Fund Balance	\$ 494,477	\$ 908,227	\$ 2,455,332	\$ 2,232,254
Cash Days on Hand*	50	62	189	163
State Reimbursement per WADA	\$ 8,040	\$ 8,271	\$ 9,004	\$ 9,010
Revenue per Student*	\$ 12,116	\$ 15,565	\$ 20,563	\$ 22,175
Cost per Student*	\$ 11,634	\$ 14,222	\$ 14,841	\$ 17,271
Excess/(Deficit) Per Student	\$ 482	\$ 1,343	\$ 5,722	\$ 4,904

* Excludes Intercompany revenue/expense and Debt Proceeds and Capital Expense

School Stats

Category	FY 17-18	FY 18-19	05/31/2020	Original FY18-19 Budget
Charter School Enrollment	228	224	218	227
Pre-School Enrollment	52	52	52	52
Average Daily Attendance - Charter	211	212	206.01	215.65
Free & Reduced Lunch Count - Charter	89	87	85	95
Free & Reduced Lunch % - Charter	39%	39%	39%	42%
Weighted Average Daily Attendance	238.6	237.1	223.25	230.2

Accountability Plan

Measure	FY17-18	YTD May 2019	Budget FY19-20	Measure Met?
Debt to Asset Ratio < 0.9	0.5	0.13	0.6	Yes
Enrollment Variance >= 95%	99%	96.8%	N/A	Yes
Fund Balance >= 10% Unrestricted	17%	50%	45%	Yes

Points to Note- May

State on budget for May. State will be \$70k down for June. Federal and Local, timing Donations better collections in May, Timing Salaries, Benefits, Services and Supplies diff is timing

City Garden Finance Operations/Strategic Plan Split

Actual May 2019- YTD

Revenue				
Source	School Operations	Strategic Plan	New Building	Total
State	\$ 1,918,445			\$ 1,918,445
Federal	123,593			123,593
Prop C	219,643			219,643
Intercompany	232,639			232,639
Donations	389,728	774,010	1,093,000	2,256,738
Fundraising	169,270			169,270
Preschool Tuition	261,335			261,335
Other	603,035		-	603,035
Total	\$ 3,917,689	\$ 774,010	\$ 1,093,000	\$ 5,784,698

Expenses				
Category	School Operations	Strategic Plan	New Building	Total
Salaries	\$ 1,872,051	\$ 260,883		\$ 2,132,934
Benefits	616,698	83,483		700,181
Purchased Services	1,006,484	46,000	-	1,052,484
Supplies	192,429	10,000		202,429
Capital/Debt Services	47,095	12,000	92,578	151,673
Total	\$ 3,734,757	\$ 412,366	\$ 92,578	\$ 4,239,701
Net Income\Loss	\$ 182,931	\$ 361,644	\$ 1,000,422	\$ 1,544,997

Beginning Fund Balance	\$ 658,329	\$ 251,618	\$ (1,720)	\$ 908,227
Net Income\Loss	\$ 182,931	\$ 361,644	\$ 1,000,422	\$ 1,544,997
Ending Balance	\$ 841,260	\$ 613,262	\$ 998,702	\$ 2,453,224

City Garden Montessori**2019-2020 Balance Sheet**

	<u>as of 05/31/2019</u>	<u>as of 05/31/2020</u>
Assets		
Operating Account- Commerce	\$ 34,480	\$ 37,370
Operating Account- Reliance	-	-
Operating Account- Simmons	655,565	457,169
PPP Account- Simmons	-	359,199
 MMA Account	18,279	418,841
Upper School Account	19,711	24,562
4209 Folsom Account	-	13,394
4202 Folsom Account	-	5,058
US Bank	501	9,934
Edward Jones	163,585	179,806
Cash	<hr/> 892,121	<hr/> 1,505,332
 Undeposited Funds	-	-
 Note Receivable	382,164	-
Real Estate	-	1,319,974
 Total Assets	<u>\$ 1,274,285</u>	<u>\$ 2,825,307</u>
 Liabilities & Net Assets		
 Note Payable - IFF	\$ 382,164	\$ -
Note Payable- 4209 Folsom	-	79,904
Note Payable- 4202 Folsom	-	290,070
Liabilities	<hr/> 382,164	<hr/> 369,974
 Fund Balance Prior YE	537,469	908,227
Income/(Loss)	354,652	1,547,105
Current Fund Balance	892,121	2,455,332
 Total Liabilities & Net Assets	<u>\$ 1,274,285</u>	<u>\$ 2,825,307</u>

City Garden Montessori

2019-20 Revenue & Expenses as of 05/31/2020 Compared to Annual Budget

				Amended May 2020					
		Actual YTD 05/31/2019	Actual YTD 05/31/2020	Budget YTD 05/31/2020	Variance Over/(Under)	Amended May 2020 Budget FY20	Variance Over/(Under)	% of Budget	
Revenues									
5100	Local	\$ 2,019,228	3,742,660.33	\$ 3,615,280	\$ 127,381	\$ 3,998,465	\$ (255,805)	94%	
5300	State	1,954,470	1,918,445	1,911,709	6,736	2,074,000	(155,555)	92%	
5400	Federal	166,380	125,701	147,365	(21,664)	313,608	(187,907)	40%	
5899	GRAND TOTAL REVENUES	4,140,077.40	5,786,806	5,674,353	112,453	6,386,073	(599,267)	91%	
Expenditures									
1111	Classroom Instruction	1,160,925	1,206,176	1,201,866	4,310	1,335,752	(129,576)	90%	
1221	Special Programs	199,228	230,401	207,153	23,248	226,069	4,332	102%	
1251	Culturally Different	144,408	129,001	114,983	14,018	125,651	3,350	103%	
1411	Student Activity-Extracurricular	-	-	-	-	-	-	-	
1999	TOTAL INSTRUCTION	1,504,561	1,565,577	1,524,002	41,575	1,687,472	(121,895)	93%	
2111	Support Services-Pupils	168,732	118,479	138,113	(19,634)	148,432	(29,953)	80%	
2213	Professional Development	62,231	83,298	74,812	8,486	183,999	(100,701)	45%	
2321	Executive Administration Services.	452,397	453,735	492,085	(38,350)	656,810	(203,075)	69%	
2411	Building Principal Services	159,430	285,795	237,846	47,949	246,441	39,354	116%	
2511	Business Support Services	140,091	165,106	166,770	(1,664)	182,186	(17,080)	91%	
2541	Operation of Plant Services	443,410	484,858	486,311	(1,453)	536,366	(51,508)	90%	
2562	Food Services	67,162	73,632	73,445	188	78,846	(5,214)	93%	
2661	Technology Services	5,563	49,185	50,400	(1,215)	52,840	(3,655)	93%	
2998	TOTAL SUPPORT SERVICES	1,499,016	1,714,088	1,719,782	(5,694)	2,085,921	(371,832)	82%	
3901	Community/Resource Development	307,608	335,466	366,862	(31,396)	416,646	(81,180)	81%	
3905	Preschool	366,749	374,011	374,664	(653)	409,830	(35,819)	91%	
3906	After Care Program	21,109	26,505	54,348	(27,843)	61,903	(35,398)	43%	
3912	Parental Involvement	36,461	72,379	43,278	29,102	67,175	5,204	108%	
3999	TOTAL COMMUNITY SERVICES	731,928	808,362	839,152	(30,790)	955,553	(147,192)	85%	
4011	Facility Acquisition/Improvement	49,970	151,673	151,555	118	188,000	36,327	81%	
4999	TOTAL FACILITY ACQUISITION	49,970	151,673	151,555	118	188,000	36,327	81%	
9999	GRAND TOTAL EXPENDITURES	3,785,474	4,239,701	4,234,491	5,210	\$ 4,916,946	(604,592)	86%	
Total Revenue Over/(Under) Total Expenses		354,603	1,547,105	1,439,863	107,243	1,469,127	5,325		
Beginning Fund Balance, July 1		519,504	908,227	908,227		908,227			
Ending Fund Balance, May 31		\$ 874,107	\$ 2,455,332	\$ 2,348,090		\$ 2,377,354			

City Garden Montessori

2019-20 Revenue as of 05/31/2020 Compared to Annual Budget

Revenue	Actual YTD	Amended May 2020		Variance Over/(Under)	Amended May 2020 Budget FY20	Variance Over/(Under)	% of Budget
	05/31/2019	Actual YTD 05/31/2020	Budget YTD 05/31/2020				
5100 Local Revenue							
5113 Prop C	219,194	\$ 219,643	\$ 219,517	\$ 126	241,740	\$ (22,097)	91%
5141 Interest	19,773	14,052	14,178	(126)	13,200	852	106%
5151 Student Food Sales	11,981	10,659	10,500	159	10,500	159	102%
5172 Student Activity - JRH	6,027	4,981	4,981	(1)	4,981	(1)	100%
5178 Student Activity-Club	-	-	-	-	-	-	-
5179 Student Activity-Field Trips	6,475	6,635	6,000	635	6,000	635	111%
5188 Facility Rental	1,550	1,988	1,538	450	1,538	450	129%
5191 Intercompany - PS to Charter	232,639	232,639	232,639	-	253,788	(21,149)	92%
5192 Fundraising/Special Events	228,092	169,270	168,513	757	206,000	(36,730)	82%
5194 Donations	511,607	366,728	248,085	118,644	544,077	(177,349)	67%
5195 Donations-Restricted	435,000	1,890,010	1,889,923	87	1,889,923	87	-
5196 Preschool Tuition	277,482	261,335	259,135	2,200	266,318	(4,983)	98%
5197 After Care Tuition	59,507	51,669	48,941	2,728	49,000	2,669	105%
5197.1 Before Care Tuition	12,064	10,404	9,330	1,075	9,400	1,004	111%
5199 Debt Proceeds	-	492,600	-	492,600	-	492,600	-
5198 Other	(2,165)	10,048	502,000	(491,952)	502,000	(491,952)	2%
5100 Total Local Revenue	2,019,228	3,742,660.33	3,615,280	127,381	3,998,465	(255,805)	94%
5300 State Revenue							
5311-19 Basic Formula/CTF	1,951,970	1,917,932	1,911,709	6,224	2,074,000	(156,068)	92%
5333 Food Service-State	2,500	513	-	513	-	513	-
5300 State Revenue	1,954,470	1,918,445	1,911,709	6,736	2,074,000	(155,555)	92%
5400 Federal Revenue							
5124 Medicaid Admin Billing	10,307	12,770	10,307	2,463	12,000	770	106%
Federal Grant							
5441 Special Ed Part B	38,152	13,906	19,250	(5,344)	38,000	(24,094)	37%
5445 Lunch Program	32,235	25,435	30,435	(5,000)	30,435	(5,000)	84%
5446 Breakfast Program	5,560	5,811	6,411	(600)	6,411	(600)	91%
5448 Snack Program	1,233	1,162	1,262	(99)	1,262	(99)	92%
5451-66 Consolidated Federal Funds	78,892	64,509	73,700	(9,191)	80,400	(15,891)	80%
5400 Federal Revenue	166,380	123,593	141,365	(17,772)	168,508	(44,915)	73%
5899 GRAND TOTAL REVENUES	4,140,077	5,784,698	5,668,353	116,345	6,240,973	(456,275)	93%

City Garden Montessori

2019-20 Expenses as of 05/31/2020 Compared to Annual Budget

Expenditures by Function	Actual YTD 05/31/2019	Actual YTD 05/31/2020	Amended May 2020 Budget YTD 05/31/2020	Variance Over/(Under)	Amended May 2020 Budget FY20	Variance Over/(Under)	% of Budget
1111 Classroom Instruction							
6100 Salaries	\$ 766,364	\$ 840,575	846,577	\$ (6,002)	942,986	(102,411)	89%
6200 Benefits	270,126	295,370	286,503	8,867	311,185	(15,815)	95%
6300 Purchased Services	82,247	31,349	29,175	2,174	36,011	(4,661)	87%
6400 Supplies & Materials	42,188	38,882	39,612	(730)	45,571	(6,689)	85%
Total Classroom Instruction	1,160,925	1,206,176	1,201,866	4,310	1,335,752	(129,576)	90%
1221 Special Programs							
6100 Salaries	105,661	152,766	139,360	13,405	153,330	(564)	100%
6200 Benefits	42,165	55,537	46,632	8,905	50,599	4,939	110%
6300 Purchased Services	51,008	21,894	20,956	938	21,740	154	101%
6400 Supplies & Materials	394	204	204	(0)	400	(196)	-
Total Special Programs	199,228	230,401	207,153	23,248	226,069	4,332	102%
1251 Culturally Different							
6100 Salaries	102,359	90,725	86,313	4,412	94,174	(3,448)	96%
6200 Benefits	42,017	38,244	28,638	9,606	31,077	7,167	123%
6400 Supplies & Materials	32	32	32	(1)	400	(369)	-
Total Title I	144,408	129,001	114,983	14,018	125,651	3,350	103%
2111 Support Services-Pupils							
6100 Salaries	106,697	66,567	79,278	(12,711)	85,324	(18,757)	78%
6200 Benefits	36,479	20,689	25,960	(5,271)	28,157	(7,468)	73%
6300 Purchased Services	14,989	21,409	21,709	(299)	21,849	(440)	98%
6400 Supplies & Materials	10,567	9,814	11,165	(1,351)	13,102	(3,288)	75%
Total Support Services-Pupils	168,732	118,479	138,113	(19,634)	148,432	(29,953)	80%
2213 Professional Development							
6300 Purchased Services	58,343	77,180	70,081	7,099	179,268	(102,088)	43%
6400 Supplies & Materials	3,889	6,118	4,731	1,387	4,731	1,387	129%
Total Professional Development	62,231	83,298	74,812	8,486	183,999	(100,701)	45%

City Garden Montessori

2019-20 Expenses as of 05/31/2020 Compared to Annual Budget

Expenditures by Function	Actual YTD	Actual YTD	Amended May 2020	Variance Over/(Under)	Amended	Variance Over/(Under)	% of Budget
	05/31/2019	05/31/2020	Budget YTD 05/31/2020		May 2020 Budget FY20		
2321 Executive Administration Services							
6100 Salaries	127,611	244,102	276,542	(32,440)	301,091	(56,989)	81%
6200 Benefits	51,045	89,275	91,580	(2,305)	99,360	(10,085)	90%
6300 Purchased Services	255,753	83,709	88,930	(5,221)	221,095	(137,386)	38%
6400 Supplies & Materials	17,988	36,650	35,034	1,616	35,264	1,386	104%
Total Executive Admin Services	452,397	453,735	492,085	(38,350)	656,810	(203,075)	69%
2411 Building Principal Services							
6100 Salaries	116,437	224,309	181,241	43,068	184,768	39,541	121%
6200 Benefits	42,755	61,292	56,295	4,997	60,973	319	101%
6300 Purchased Services	-	-	-	-	-	-	-
6400 Supplies & Materials	238	194	310	(116)	700	(506)	28%
Total Building Principal Services	159,430	285,795	237,846	47,949	246,441	39,354	116%
2511 Business Support Services							
6100 Salaries	99,965	120,721	120,732	(11)	131,707	(10,986)	92%
6200 Benefits	33,498	38,467	39,910	(1,442)	43,463	(4,996)	89%
6300 Purchased Services	6,366	5,917	6,128	(211)	7,015	(1,098)	84%
6400 Supplies & Materials	262	-	-	-	-	-	-
Total Business Support Services	140,091	165,106	166,770	(1,664)	182,186	(17,080)	91%
2541 Operation of Plant Services							
6100 Salaries	17,920	21,751	20,688	1,063	22,569	(818)	96%
6200 Benefits	6,952	7,591	6,857	734	7,448	144	102%
6300 Purchased Services	371,514	409,755	412,021	(2,266)	441,248	(31,492)	93%
6400 Supplies & Materials	47,024	45,760	46,745	(984)	65,102	(19,342)	70%
Total Operation of Plant Services	443,410	484,858	486,311	(1,453)	536,366	(51,508)	90%
2562 Food Services							
6100 Salaries	5,341	12,056	11,526	530	13,125	(1,069)	92%
6200 Benefits	409	922	1,161	(239)	1,267	(344)	73%
6300 Purchased Services	56,823	57,038	57,038	(0)	60,461	(3,423)	94%
6400 Supplies & Materials	4,590	3,616	3,719	(104)	3,994	(378)	91%
Total Food Services	67,162	73,632	73,445	188	78,846	(5,214)	93%

City Garden Montessori

2019-20 Expenses as of 05/31/2020 Compared to Annual Budget

Expenditures by Function	Actual YTD 05/31/2019	Actual YTD 05/31/2020	Amended May 2020 Budget YTD 05/31/2020	Variance Over/(Under)	Amended May 2020 Budget FY20	Variance Over/(Under)	% of Budget
2660 Technology Services							
6300 Purchased Services	4,792	6,849	8,555	(1,706)	10,240	(3,391)	67%
6400 Supplies & Materials	772	42,336	41,845	491	42,600	(264)	99%
Total Technology Services	5,563	49,185	50,400	(1,215)	52,840	(3,655)	93%
3901 Community/Resource Development							
6100 Salaries	114,565	175,262	194,619	(19,357)	214,630	(39,368)	82%
6200 Benefits	42,095	52,967	64,182	(11,214)	70,828	(17,861)	75%
6300 Purchased Services	58,231	50,371	50,357	15	67,500	(17,129)	75%
6395 Special Events	90,720	54,373	55,112	(740)	61,188	(6,815)	89%
6400 Supplies & Materials	1,998	2,492	2,492	0	2,500	(8)	100%
Total Community/Resource	307,608	335,466	366,762	(31,296)	416,646	(41,812)	81%
3905 Preschool							
6100 Salaries	112,639	119,293	115,272	4,021	124,953	(5,660)	95%
6200 Benefits	19,960	20,665	24,700	(4,035)	27,300	(6,635)	76%
6300 Purchased Services	232,639	232,639	232,639	-	253,788	(21,149)	92%
6400 Supplies & Materials	1,511	1,414	2,053	(640)	3,789	(2,375)	37%
Total Preschool	366,749	374,011	374,664	(653)	409,830	(35,819)	91%
3906 Before/After Care Program							
6100 Salaries	16,575	20,552	39,962	(19,410)	45,623	(25,071)	45%
6200 Benefits	4,297	5,568	13,801	(8,233)	15,056	(9,488)	37%
6400 Supplies & Materials	237	385	585	(200)	1,224	(839)	31%
Total Before/After Care Program	21,109	26,505	54,348	(27,843)	61,903	(35,398)	43%
3912 Parental Involvement							
6100 Salaries	25,489	44,255	26,091	18,164	28,470	15,785	155%
6200 Benefits	8,494	13,591	8,612	4,979	9,395	4,196	145%
6400 Supplies & Materials	2,479	14,533	8,575	5,958	29,310	(14,777)	50%
Total Parental Involvement	36,461	72,379	43,278	29,102	67,175	5,204	108%
4011 Facility Acquisition/Improvement							
6500 Capital Outlay	18,171	115,353	130,000	(14,647)	140,000	(24,647)	-
6600 Interest	31,799	36,321	21,555	14,766	48,000	(11,680)	76%
Total Facility Acquisition	49,970	151,673	151,555	118	188,000	(36,327)	81%
9999 GRAND TOTAL EXPENDITURES	\$ 3,785,474	\$ 4,239,701	\$ 4,234,391	\$ 5,310	\$ 4,916,946	\$ (677,245)	86%

City Garden Montessori

2019-20 Purchased Services as of 05/31/2020 Compared to Annual Budget

Purchased Services by Function	Amended May 2020		Amended May 2020		% of Budget
	Actual YTD 05/31/2020	Budget YTD 05/31/2020	Variance Over/(Under)	Budget FY20	
1111 Classroom Instruction					
6311-A Pyhsical Education	\$ -	\$ -	\$ -	\$ -	-
6311-B Jesuit Volunteer	-	-	-	-	-
6311-C Online Learning Subscriptions	7,208	4,660	2,548	6,121	1,088
6311-D Summer School	-	170	(170)	2,040	(2,040)
6311-E NWEA Testing	3,391	3,247	144	3,247	144
6311-F Arts Program	-	-	-	-	-
6311-G Substitutes	15,895	15,895	0	16,443	(547)
6311 Instructional Services	26,494	23,972	2,522	27,850	(1,356)
6334 Rental Equipment	4,677	5,203	(526)	8,160	(3,483)
6343 Travel	-	-	-	-	-
6371 Dues & Memberships	178	-	178	-	178
6391 Other Purchased Services	-	-	-	-	-
Total Classroom Instruction	31,349	29,175	2,174	36,011	(4,661)
					87%
1221 Special Programs					
6311 Instructional Services	21,894	20,956	938	21,740	154
6319-C Information System	-	-	-	-	-
6398 Prior Year Adjustment	-	-	-	-	-
Total Special Programs	21,894	20,956	938	21,740	154
					101%
1251 Culturally Different					
6312 Instructional Improvement	-	-	-	-	-
6398 Prior Year Adjustment	-	-	-	-	-
Total Culturally Different	-	-	-	-	-
2111 Support Services-Pupils					
6319-A Student Information System	6,224	6,224	0	6,224	(0)
6319-B E-mail/Website	-	300	(300)	440	(440)
6319 Professional & Technical Services	6,224	6,524	(300)	6,664	(440)
6341 McKinney-Vento Student Transport.	14,280	14,280	0	14,280	0
6391 Other Purchased Services	905	905	-	905	(0)
Total Support Services-Pupils	21,409	21,709	(299)	21,849	(440)
					98%

City Garden Montessori

2019-20 Purchased Services as of 05/31/2020 Compared to Annual Budget

Purchased Services by Function	Amended May 2020		Amended May 2020		% of Budget
	Actual YTD 05/31/2020	Budget YTD 05/31/2020	Variance Over/(Under)	Budget FY20	
2213 Professional Development					
6312-A Montessori Traning	23,782	23,499	283	29,700	(5,918) 80%
6312-B Common Training	20,152	21,201	(1,050)	24,500	(4,348) 82%
6312-C Outside Training	6,218	(1,432)	7,650	(1,432)	7,650 (434%)
6312-D Administrative Staff	19,511	19,557	(46)	117,500	(97,989) 17%
6312 Instructional Improvement	69,661	62,825	6,836	170,268	(100,606) 41%
6343 Travel	7,519	7,256	262	9,000	(1,481) 84%
Total Professional Development	77,180	70,081	7,099	179,268	(102,088) 43%
2321 Executive Administration Services					
6315 Audit Services	12,300	12,300	-	12,300	- 100%
6317 Legal Fees	24,899	26,898	(2,000)	29,946	(5,047) 83%
6319 Professional Services/Board Develop	11,621	17,526	(5,905)	145,100	(133,479) 8%
6343 Travel	759	759	0	759	100%
6352 Liability Insurance	11,865	13,065	(1,200)	14,537	(2,671) 82%
6361 Communication	639	410	229	410	229 156%
6362 Advertising	2,250	2,650	(399)	3,271	(1,021) 69%
6371 Dues & Memberships	10,876	9,226	1,649	4,630	6,246 235%
6391-Other Purchase Services	6,338	4,000	2,338	4,000	2,338 158%
6391-A Fingerprinting	-	0	(0)	22	(22) -
6391-B Other Purchased Services	-	400	(400)	4,120	(4,120) -
6391 Other Purchased Services	6,338	4,400	1,937	8,142	(1,805) 78%
6392- Admin Fees	2,163	1,695	468	2,000	163 108%
Total Executive Administration Serv	83,709	88,930	(5,221)	221,095	(137,386) 38%
2511 Business Support Services					
6319 Professional & Technical Services	-	-	-	-	-
6392 Admin Fees	5,917	6,128	(211)	7,015	(1,098) 84%
Total Business Support Services	5,917	6,128	(211)	7,015	(1,098) 84%

City Garden Montessori

2019-20 Purchased Services as of 05/31/2020 Compared to Annual Budget

Purchased Services by Function	Amended May 2020		Amended May 2020		% of Budget
	Actual YTD 05/31/2020	Budget YTD 05/31/2020	Variance Over/(Under)	Budget FY20	
2541 Operation of Plant Services					
6331 Cleaning Services	26,244	25,663	581	29,000	(2,756) 90%
6332-A Building Maintenance	15,104	16,323	(1,219)	17,320	(2,216) 87%
6332-B HVAC Maintenance	4,813	4,378	435	4,610	203 104%
6332-C Repairs	3,671	3,370	300	12,300	(8,629) 30%
6332 Maintenance	23,588	24,071	(484)	34,230	(10,642) 69%
6333 Building Rent	313,039	313,039	-	314,000	(961) 100%
6336 Trash Removal	4,598	4,903	(305)	5,255	(657) 87%
6339-A Extermination	4,649	4,879	(230)	5,287	(638) 88%
6339-B Security	3,024	3,144	(120)	3,828	(804) 79%
6339-C Lawn & Snow Removal	2,910	2,910	-	4,080	(1,170) 71%
6339-D Water/Sewer	3,786	4,173	(387)	4,560	(774) 83%
6339 Other Property Services	14,369	15,105	(737)	17,755	(3,386) 81%
6351 Property Insurance	4,798	5,249	(451)	10,500	(5,702) 46%
6361 Communication	8,487	9,357	(870)	11,803	(3,316) 72%
6391 Other Purchased Services & Prop Tax	14,633	14,633	0	18,705	(4,072) 78%
Total Operation of Plant Services	409,755	412,021	(2,266)	441,248	(31,492) 93%
2562 Food Services					
6391 Other Purchased Services	57,038	57,038	(0)	60,461	(3,423) 94%
Total Food Services	57,038	57,038	(0)	60,461	(3,423) 94%
2661 Technology Services					
6319 Professional & Technical Services	6,849	8,555	(1,706)	10,240	(3,391) 67%
Total Technology Services	6,849	8,555	(1,706)	10,240	(3,391) 67%

City Garden Montessori

2019-20 Purchased Services as of 05/31/2020 Compared to Annual Budget

Purchased Services by Function	Amended May 2020		Amended May 2020		% of Budget
	Actual YTD 05/31/2020	Budget YTD 05/31/2020	Variance Over/(Under)	Budget FY20	
3901 Community/Resource Development					
6319 Professional Services	24,267	-	24,267	-	24,267
6319-A Development Training	-	24,000	(24,000)	39,000	(39,000)
6319-B Website Development	2,950	2,868	82	3,000	(50)
6319-C Grant Writing	17,902	18,587	(684)	20,000	(2,098)
6319 Professional & Technical Services	45,120	45,455	(335)	62,000	(16,880)
6362 Advertising	-	-	-	-	-
6371 Dues & Memberships	-	-	-	-	-
6391 Other Purchased Services	-	(0)	0	-	-
6392 Admin Fees	5,252	4,902	350	5,500	(248)
Total Purchased Services	50,371	50,357	15	67,500	(17,129)
					75%
6395-A Gala					
6395-B Direct Mail	46,356	46,206	150	46,388	(32)
6395-C Mid-Level Giving	3,992	4,492	(500)	5,000	(1,008)
6395-D Major Gifts	1,074	1,502	(428)	2,000	(926)
6395-E Charidy Campaign	319	283	35	800	(481)
6395-F Block Party	4	-	4	4,000	(3,996)
6395-G Community Engagement	-	-	-	-	-
6395-H Give STL	-	-	-	-	-
6395-I General	-	-	-	-	-
6395-J	-	-	-	-	-
6395-K	-	-	-	-	-
6395-L Jr High Fundraisers	2,629	2,629	0	3,000	(371)
6395 Special Events	54,373	55,112	(740)	61,188	(6,815)
Total Comm/Res Develop Special Events	104,744	105,469	(725)	128,688	(23,944)
					81%
3905 Preschool					
6391 Other Purchased Services	232,639	232,639	-	253,788	(21,149)
Total Preschool	232,639	232,639	-	253,788	(21,149)
					92%
6399 GRAND TOTAL PURCHASED SERVICES	1,052,484	1,052,701	(218)	1,381,402	(328,917)
					76%

City Garden Montessori

2019-20 Purchased Supplies as of 05/31/2020 Compared to Annual Budget

Supplies & Materials by Function	Actual YTD 05/31/2020	Amended May 2020		Amended May 2020		Variance Over/(Under)	Budget FY20	Variance Over/(Under)	% of Budget
		Budget YTD 05/31/2020	Variance Over/(Under)	Budget FY20					
1111 Classroom Instruction									
6411-A Art/Music/Spanish Supplies	\$ -	\$ 84	\$ (84)	\$ 500	\$ (500)				0%
6411-B1 · Supplies-B1 Primary 3- Willems	\$ 760	\$ 760	\$ (0)	\$ 3,000	\$ (2,240)				25%
6411-B2 · Supplies-B2 Lower EI 1- Lacey	\$ 2,230	\$ 2,230	\$ 0	\$ 3,200	\$ (970)				70%
6411-B3 · Supplies-B3 Lower EI 2-Veresh	\$ 3,711	\$ 3,711	\$ 0	\$ 3,200	\$ 511				116%
6411-B4 · Supplies-B4 Lower EI 3- McDonald	\$ 2,129	\$ 2,129	\$ 0	\$ 3,200	\$ (1,071)				67%
6411-B5 · Supplies-B5 Upper EI 2- Bowers	\$ 1,522	\$ 1,522	\$ 0	\$ 2,100	\$ (578)				72%
6411-B6 · Supplies-B6 Uper EI 3- Campbell	\$ 1,102	\$ 1,102	\$ 0	\$ 2,100	\$ (998)				52%
6411-B7 · Supplies-B7 JH Garrett	\$ 1,447	\$ 1,473	\$ (25)	\$ 1,650	\$ (203)				88%
6411-B8 · Supplies B-8 Upper EI 1- Nelson	\$ 233	\$ 133	\$ 100	\$ 2,100	\$ (1,867)				11%
6411-B9 · Supplies B-9 JH Denother	\$ 1,277	\$ 503	\$ 775	\$ 1,650	\$ (373)				77%
6411-B Classroom Supplies (\$100 per student)	\$ 14,412	\$ 13,646	\$ 766	\$ 22,700	\$ (8,288)				63%
6411-C General Instructional Supplies	\$ 18,400	\$ 19,211	\$ (811)	\$ 14,100	\$ 4,300				130%
6411-F Summer School	\$ -	\$ 1,329	\$ (1,329)	\$ 2,000	\$ (2,000)				0%
6411 Homeworks	\$ 481	\$ 481	\$ 0	\$ 481	\$ 0				100%
6411-G PE & Recreational Supplies	\$ 4,307	\$ 4,100	\$ 207	\$ 4,100	\$ 207				105%
6411 Outdoor/Stem Education	\$ 1,282	\$ 845	\$ 437	\$ 845	\$ 437				0%
6411 Technincal	\$ -	\$ 0	\$ (0)	\$ 1,345	\$ (1,345)				0%
Total Classroom Instruction	\$ 38,882	\$ 39,612	\$ (730)	\$ 45,571	\$ (6,689)				85%
1221 Special Programs									
6411 General Supplies	\$ 204	\$ 204	\$ (0)	\$ 400	\$ (196)				-
Total Special Programs	\$ 204	\$ 204	\$ (0)	\$ 400	\$ (196)				0%
1251 Culturally Different									
6411 General Supplies	\$ 32	\$ 32	\$ (1)	\$ 400	\$ -				-
Total Culturally Different	\$ 32	\$ 32	\$ (1)	\$ 400	\$ -				0%

City Garden Montessori

2019-20 Purchased Supplies as of 05/31/2020 Compared to Annual Budget

Supplies & Materials by Function	Actual YTD	Amended May 2020	Variance Over/(Under)	Amended May 2020	Variance Over/(Under)	% of Budget
	05/31/2020	Budget YTD 05/31/2020		Budget FY20		
2111 Support Services-Pupils						
6411-A Character Education/ Family Support	4,192	4,043	149	4,300	(108)	97%
6411-B Childcare Events	944	1,144	(200)	1,700	(756)	56%
6411-C Family Events - Parent Advisory Cmmt	2,080	2,280	(200)	3,600	(1,520)	58%
6411-D Outreach Supplies	2,140	2,340	(201)	1,942	198	110%
6411-E SLU/JVC Appreciation	360	360	-	360	-	100%
6411-F Volunteer Appreciation	98	998	(900)	1,000	(902)	10%
6411-G Affordable Housing	-	-	-	200	(200)	0%
Total Support Services-Pupils	9,814	11,165	(1,351)	13,102	(3,288)	75%
2213 Professional Development						
6411-A Books-Montessori Training	-	-	-	-	-	#DIV/0!
6411-B Other	6,118	4,731	1,387	4,731	1,387	129%
6411-C Staff Resources	-	-	-	-	-	#DIV/0!
Total Professional Development	6,118	4,731	1,387	4,731	1,387	129%
2321 Executive Administration Services						
6411-A Board Supplies & Materials	1,637	1,637	0	1,637	(0)	100%
6411-B Office Supplies	27,713	26,428	1,285	26,627	1,086	104%
6411-C Staff Appreciation	7,299	6,969	330	7,000	299	104%
6411-D Staff/Board Holiday Party	-	-	-	-	-	#DIV/0!
Total Executive Administration Serv	36,650	35,034	1,616	35,264	1,386	104%
2411 Building Principal Services						
6411-A Supplies & Materials	194	310	(116)	700	(506)	28%
Total Business Support Services	194	310	(116)	700	(506)	28%
2541 Operation of Plant Services						
6411-A Building Supplies	15,718	16,745	(1,027)	30,380	(14,662)	52%
6411-B Outdoor Space	-	(0)	0	2,040	(2,040)	0%
6481 Electric	25,716	26,209	(492)	28,782	(3,066)	89%
6483 Natural Gas	4,326	3,791	535	3,900	426	111%
Total Operation of Plant Services	45,760	46,745	(984)	65,102	(19,342)	70%

City Garden Montessori

2019-20 Purchased Supplies as of 05/31/2020 Compared to Annual Budget

Supplies & Materials by Function	Actual YTD 05/31/2020	Amended May 2020		Amended May 2020		% of Budget
		Budget YTD 05/31/2020	Variance Over/(Under)	Budget FY20	Variance Over/(Under)	
2562 Food Services						
6411-A Supplies	3,616	3,719	(104)	3,994	(378)	91%
Total Food Services	3,616	3,719	(104)	3,994	(378)	91%
2661 Technology Services						
6411 General Supplies	42,336	41,845	491	42,600	(264)	99%
Total Technology Services	42,336	41,845	491	42,600	(264)	99%
3901 Community/Resource Development						
6411-A General Supplies	2,492	2,492	0	2,500	(8)	100%
Total Comm/Res Develop Special Events	2,492	2,492	0	2,500	(8)	100%
3905 Preschool						
6411-A Field Trips	273	404	(131)	789	(516)	-
6411-B Professional Development Supplies	1,140	1,649	(509)	3,000	(1,860)	-
6411-C Supplies & Materials	-	-	-	-	-	#DIV/0!
Total Preschool	1,414	2,053	(640)	3,789	(2,375)	37%
3906 Before/After Care Program						
6411-A After Games, Supplies	385	585	(200)	1,224	(839)	31%
6411-C Training Materials/Curriculum	-	-	-	-	-	-
Total Before/After Care Program	385	585	(200)	1,224	(839)	31%
3912 Parental Involvement						
6411-A Family Support	14,533	8,575	5,958	29,310	(14,777)	50%
Total Parental Involvement	14,533	8,575	5,958	29,310	(14,777)	50%
6399 GRAND TOTAL SUPPLIES & MATERIALS	\$ 202,429	\$ 197,102	\$ 5,327	\$ 248,687	\$ (45,890)	81%

Cover Sheet

Resolution to Rename LLCs

Section:	II. Action Items
Item:	D. Resolution to Rename LLCs Vote
Purpose:	
Submitted by:	Resolution with Exhibits.pdf
Related Material:	To re-organize the ownership structure of the entities we created to purchase 4209 Folsom and 4202 Folsom. This is being done to facilitate City Garden's ability to utilize Missouri and federal Historic tax credits and New Market tax credits.

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF
CITY GARDEN MONTESSORI SCHOOL**

This special meeting of the Board of Directors of CITY GARDEN MONTESSORI SCHOOL, a Missouri nonprofit corporation (the “Corporation”), was duly held electronically via Zoom and Facebook Live during the COVID-19 epidemic on June 25, 2020.

Board members present at said meeting were _____

_____, which constitutes a quorum.

Also in attendance were _____.

Liz Fathman acted as Secretary of the meeting.

The meeting was then opened for transaction of business. The reading of the minutes of the last Directors’ meeting was waived and the meeting proceeded to the consideration of certain transactions on behalf of the Corporation. After discussion, upon motion duly made, seconded and carried by a vote of _____ in favor, _____ against, the following resolutions were adopted:

NAME CHANGE OF 4209 LLC AND 4200 LLC

WHEREAS, Corporation is the sole member and manager of 4157 – 4209 Folsom Property, LLC, a Missouri limited liability company (“4209 LLC”), which is the record owner of certain real property commonly known as 4157-4209 Folsom Avenue in the City of St. Louis (the “4209 Folsom Property”);

WHEREAS, Corporation is the sole member and manager of 4200 – 4208 Folsom Property, LLC, a Missouri limited liability company (“4200 LLC”), which is the record owner of certain real property commonly known as 4200-4208 Folsom Avenue in the City of St. Louis (the “4200 Folsom Property”);

WHEREAS, it is in the best interest of the Corporation and 4209 LLC to change the legal name of 4209 LLC to “4209 Folsom Owner, LLC”;

WHEREAS, it is in the best interest of the Corporation and 4200 LLC to change the legal name of 4200 LLC to “4200 Folsom Owner, LLC”;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, authorizes, ratifies and confirms changing the names of 4209 LLC and 4200 LLC as described in the foregoing recitals; and

FURTHER RESOLVED, that any of the Chairperson of the Corporation, Christie Huck, the Chief Executive Officer of the Corporation, and/or any other officer of the Corporation (each, an “Officer”), acting alone, is hereby authorized and directed, in the name and on behalf of the Corporation, to execute and deliver any and all such documents that are necessary or convenient to evidence the name change of 4209 LLC and 4200 LLC as contemplated above, including without limitation, all documents required by the Secretary of State of the State of Missouri, and amendments, restatements or other modifications to the operating agreements and other formation documents of 4209 LLC and 4200 LLC, all of which shall be in

form and substance as the Officer executing such documents shall approve in his or her sole and absolute discretion (such approval to be conclusively evidenced by such Officer's execution and delivery thereof).

FORMATION OF 4209 FOLSOM MANAGING MEMBER, LLC

WHEREAS, it is in the best interest of the Corporation (i) to form 4209 Folsom Managing Member, LLC as ("4209 MM") pursuant to the Missouri Limited Liability Company Act, (ii) to serve as the sole member and manager of 4209 Folsom MM, (iii) to transfer all membership interests of 4209 LLC to 4209 MM pursuant to an Assignment of Membership Interest substantially in the form of Exhibit A attached hereto (the "LLC Assignment"), (iv) to make and declare an Operating Agreement for 4209 MM substantially in the form of Exhibit B attached hereto ("4209 MM Operating Agreement"), and (v) to amend and restate the Operating Agreement of 4209 LLC substantially in the form of Exhibit C attached hereto (the "Amended and Restated 4209 LLC Operating Agreement");

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, authorizes, ratifies and confirms the formation of 4209 MM, the execution of the LLC Assignment, the execution of the 4209 MM Operating Agreement and the execution of the Amended and Restated 4209 LLC Operating Agreement; and

FURTHER RESOLVED, that each Officer, acting alone, is hereby authorized and directed, in the name and on behalf of the Corporation, to execute and deliver the LLC Assignment, the 4209 MM Operating Agreement and the Amended and Restated 4209 LLC Operating Agreement, and any other resolutions, certificates, documents and agreements, being in form and substance as any Officer shall approve in his or her sole and absolute discretion (such approval to be conclusively evidenced by such Officer's execution and delivery thereof), which may be necessary or appropriate to consummate the any and all of the foregoing actions contemplated in the above recitals and resolutions.

APPOINTMENT OF OFFICERS OF 4200 LLC, 4209 LLC AND 4209 MM

WHEREAS, the following individuals are appointed as officers of 4200 LLC, 4209 LLC and 4209 MM, to hold the offices set forth opposite their respective names below until their respective successors shall be duly elected and qualified unless sooner removed by action of the Board of Directors in its capacity as sole member and manager, directly or indirectly, of such entities, and with the same power and authority as such officers have in their capacity as officers of the Corporation:

<u>Officer</u>	<u>Title</u>
Christie Huck	Chief Executive Officer
David Blank	Chief Financial Officer

IFF LOAN

WHEREAS, the Corporation desires to obtain a loan in a principal amount not to exceed \$600,000 (the "Loan") from IFF, an Illinois nonprofit corporation ("Lender"), the proceeds of which will be used, in part, to refinance certain debt of the Corporation, 4200 LLC and/or 4209 LLC and to pay certain expenses incurred with the furnishing, equipping and rehabilitation of the 1618 Tower Grove Avenue (the "TG Property"), the 4200 Folsom Property and the 4209 Folsom Property;

WHEREAS, the Loan will be evidenced by that certain Promissory Note to be executed by Corporation, 4200 LLC and 4209 LLC in favor of Lender substantially in the form of Exhibit D attached hereto (the "Note");

WHEREAS, the Loan will be secured by (i) that certain Future Advance Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing to be executed by 4200 LLC in favor of Lender and substantially in the form of Exhibit E attached hereto, and (ii) that certain Future Advance Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing to be executed by 4209 LLC in favor of Lender and substantially in the form of Exhibit F attached hereto (collectively, the "Deeds of Trust" and together with the Note and any and all other documents evidencing, securing or otherwise executed by an Officer in connection with the Loan, including without limitation, all modifications, amendments, changes in terms and/or restatements of any of the foregoing, the "Loan Documents");

NOW THEREFORE, BE IT RESOLVED, that the Corporation, for itself and in its capacity as sole member and manager of 4209 MM, 4209 LLC and 4208 LLC, does hereby authorize and approve (i) obtaining the Loan for the uses and purposes described above and such other uses and purposes as any Officer shall deem fit, and (ii) the execution and delivery of the Loan Documents; and

FURTHER RESOLVED, that each Officer, acting alone and in his or her capacity as officer of the Corporation and/or as an officer of 4200 LLC, 4209 LLC, and 4209 MM, as applicable, be and hereby is authorized and directed for and in the name of the Corporation, 4209 MM, 4209 LLC and 4208 LLC to obtain the Loan and execute and deliver the Loan Documents in form and substance as such Officer shall approve in his or her sole and absolute discretion (such approval to be conclusively evidenced by such Officer's signature thereon), which may be necessary or appropriate to obtain the Loan as aforesaid.

RATIFICATION OF PRIOR ACTIONS

FURTHER RESOLVED, that any and all prior actions taken by the Corporation and its directors, officers and agents, in connection with any of the matters described above, including without limitation, the Loan and execution and delivery of the Loan Documents and other documents substantially in the form attached hereto, are hereby approved, authorized, ratified and confirmed in all respects.

Date Signed: _____

Elizabeth Fathman, Secretary

List of Exhibits:

- A – LLC Assignment
- B – 4209 MM Operating Agreement
- C – Amended and Restated 4209 LLC Operating Agreement
- D – Note
- E – Deed of Trust: 4200 LLC
- F – Deed of Trust: 4209 LLC

Exhibit A

Assignment of Membership Interest

ASSIGNMENT OF MEMBERSHIP INTEREST

This **ASSIGNMENT OF MEMBERSHIP INTEREST** (the “Assignment”) is made and entered into and is effective as of the 25th day of June, 2020 (the “Effective Date”), by and between City Garden Montessori School, a Missouri nonprofit corporation (“CGMS”), and 4209 Folsom Managing Member, LLC, a Missouri limited liability company (“Managing Member”).

WHEREAS, 4209 Folsom Owner, LLC, a Missouri limited liability company (“4209 Folsom Owner”) is a wholly owned subsidiary of CGMS;

WHEREAS, Managing Member is a wholly owned subsidiary of CGMS; and

WHEREAS, CGMS desires to assign to Managing Member, and Managing Member desires to accept, 100% of CGMS’s membership interest in 4209 Folsom Owner (the “Membership Interest”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Transfer of Membership Interest**. CGMS hereby agrees to issue, assign, and transfer to Managing Member, and Managing Member hereby agrees to accept from CGMS, the Membership Interest as of the Effective Date.

2. **Representations and Warranties of CGMS**. CGMS hereby represents and warrants to Managing Member the following:

a. CGMS has the requisite power and authority to enter into this Assignment, to assign the Membership Interest and to perform its obligations hereunder. CGMS’s assignment of the Membership Interest pursuant to this Assignment is made in accordance with and does not violate any applicable law or regulation or any other agreement or instrument to which CGMS is a party or by which it or its Membership Interest are bound. This Assignment is duly authorized, executed and delivered by, and are and will be binding and enforceable against, CGMS in accordance with its terms.

3. **Representations and Warranties of Managing Member**. Managing Member hereby represents and warrants to CGMS the following:

a. Managing Member has the requisite power and authority to enter into this Assignment, to accept the assignment of the Membership Interest and to perform its obligations hereunder. Managing Member’s acceptance of the Membership Interest pursuant to this Assignment is made in accordance with and does not violate any applicable law or regulation or any other agreement or instrument to which Managing Member is a party or by which it or its assets are bound. This Assignment is duly authorized, executed and delivered by, and are and will be binding and enforceable against, Managing Member in accordance with its terms.

4. **Further Assurances**. The parties will execute and deliver such other documents, instruments, and items as may be required to effectuate the assignment of the Membership Interests.

5. **Entire Agreement**. This Assignment constitutes the sole and ENTIRE AGREEMENT of the parties to this Assignment with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and

oral, with respect to such subject matter, provided that any other agreements executed contemporaneously herewith shall continue in full force and effect in accordance with their terms.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Third-Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Assignment.

8. Headings. The headings in this Assignment are for reference only and shall not affect the interpretation of this Assignment.

9. Amendment and Modification; Waiver. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Assignment, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule.

11. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, this Assignment of Membership Interest has been executed by the parties hereto effective as of the Effective Date.

CGMS:

CITY GARDEN MONTESSORI SCHOOL,
a Missouri non-profit corporation

By: _____

Name: Christie Huck

Title: Chief Executive Officer

Managing Member:

4209 FOLSOM MANAGING MEMBER, LLC,
a Missouri limited liability company

By: _____

Name: Christie Huck

Title: Chief Executive Officer

[Signature Page to Assignment of Membership Interest]

Exhibit B

**4209 Folsom Managing Member, LLC
Operating Agreement**

**OPERATING AGREEMENT OF
4209 FOLSOM MANAGING MEMBER, LLC**

THIS OPERATING AGREEMENT (this “Agreement”) is entered into as of the [__]th day of June, 2020 by City Garden Montessori School, a nonprofit corporation organized and existing under the laws of the State of Missouri (“Member”). The Member desires to organize and operate a limited liability company in accordance with the terms of, and subject to, the conditions set forth in this Agreement.

1. Formation of Limited Liability Company. Member is the sole member of 4209 Folsom Managing Member, LLC, a Missouri limited liability company (the “Company”). Member has caused the Company to be formed on June [__], 2020, as a limited liability company under the Missouri Limited Liability Company Act (the “Act”), and, as required thereunder, does hereby adopt this Operating Agreement as the operating agreement of the Company. The Company is organized for the purpose of conducting or transacting any lawful businesses or purposes within the State of Missouri or any other jurisdiction.

2. Management of the Company.

(a) Management of the Company is vested in a manager and not in the members of the Company. The Manager (defined below) may exercise all such powers of the Company and do all such lawful acts and things as may be done by a manager of a limited liability company under the Act.

(b) City Garden Montessori School, a Missouri nonprofit corporation, shall be the initial Manager (the “Manager”) of the Company. The Manager shall remain in office until he or she or it resigns or is removed from office by the members of the Company.

(c) The vote, action, decision or consent of the Manager shall constitute a valid vote, action, decision or consent of the Company.

(d) The Manager will devote such time and attention to the Company as is appropriate to manage the affairs of the Company to its best advantage.

3. Implementation of Actions of Manager. The decisions and actions of the Manager shall be carried out by the Manager or such other individuals and officers (the “Officers”) granted authority to act on behalf of the Manager, pursuant to decisions made, from time to time, adopted by the Manager.

4. Term. The Company shall have a perpetual existence until the occurrence of one of the following events in which case the Company shall dissolve:

(i) The written consent of all members of the Company to the dissolution of the Company;

(ii) An event of withdrawal with respect to the sole remaining member of the Company;

- (iii) Entry of a decree of dissolution under Mo. Rev. Stat. § 347.143; or
- (iv) When the Company is not the surviving entity in a merger or consolidation.

5. Indemnification.

(a) The Manager and Officers (also collectively referred to herein as the “Indemnitee”) shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including reasonable legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee’s status as any of the foregoing, which relate to or arise out of the Company, its assets, business or affairs, if in each of the foregoing cases (i) the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee’s conduct was unlawful, and (ii) the Indemnitee’s conduct did not constitute gross negligence or willful or wanton misconduct. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified in (i) or (ii) above. Any indemnification pursuant to this Section 5 shall be made only out of the assets of the Company and the members of the Company shall not have any personal liability on account thereof.

(b) Expenses (including reasonable legal fees) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in the foregoing Section 5(a) may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Manager, only upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Section 5.

(c) The indemnification and advancement of expenses set forth in this Section 5 shall not be exclusive of any other rights to which one seeking indemnification or advancement of expenses may be entitled under any statute, the Company’s Articles of Organization, this Agreement, any other agreement, a vote of the members of the Company, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the members of the Company. The indemnification and advancement of expenses set forth in this Section 5 shall continue as to a person or entity who has ceased to hold the position giving rise to such indemnification and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of such a person or entity.

(d) The Company may purchase and maintain insurance of a kind normal and customary in the industry in which the Company conducts business on behalf of any Indemnitee against any liability asserted against an Indemnitee and incurred by an Indemnitee in such capacity, or arising out of such Indemnitee’s status as aforesaid, whether or not the Company would have the power to indemnify such Indemnitee against such liability under this Section 5.

6. Tax Matters. The Company shall elect to be taxed as a for-profit corporation under subchapter C of the Internal Revenue Code of 1986, as amended (the “Code”). The Manager shall cause the accountants for the Company to file IRS form 8832 and take any and all other action as may be necessary to cause the Company to be taxed as a corporation as contemplated herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Member has caused this Operating Agreement to be duly executed as of the date first written above.

SOLE MEMBER:

CITY GARDEN MONTESSORI SCHOOL, a Missouri nonprofit corporation

By: _____

Name: Christie Huck

Title: Chief Executive Officer

[SIGNATURE PAGE TO OPERATING AGREEMENT OF
4209 FOLSOM MANAGING MEMBER, LLC]

Exhibit C

4209 Folsom Owner, LLC
First Amended and Restated Operating Agreement

FIRST AMENDED AND RESTATED
OPERATING AGREEMENT OF
4209 FOLSOM OWNER, LLC

THIS FIRST AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of 4209 FOLSOM OWNER, LLC, a Missouri limited liability company (the “Company”) is entered into as of the [] day of June, 2020, by 4209 FOLSOM MANAGING MEMBER, LLC, a Missouri limited liability company (“Member”).

WHEREAS, Company was formed pursuant to Missouri Revised Statutes Chapter 347, in connection with that certain Articles of Organization, filed with the Missouri Secretary of State on May 1, 2019, under the name “4157 – 4209 Folsom Property, LLC”;

WHEREAS, Company and City Garden Montessori School, a Missouri nonprofit corporation (“CGMS”) entered that certain Operating Agreement, dated June 5, 2019 (the “Operating Agreement”);

WHEREAS, on June [22], 2020, CGMS filed that certain Amendment of Articles of Organization with the Missouri Secretary of State, pursuant to which the name of the Company was changed to “4209 Folsom Owner, LLC”;

WHEREAS, pursuant to that certain Assignment of Membership Interest, effective June [], 2020, 100% of CGMS’s membership interest in Company was assigned to Member; and

WHEREAS, Member desires that the Operating Agreement shall be amended and restated, and that the membership and management of the Company shall be governed by the terms set forth herein.

NOW THEREFORE, in consideration of the foregoing, and of the covenants and agreements hereinafter set forth, it is hereby agreed as follows:

1. Formation of Limited Liability Company. Member is the sole member of 4209 Folsom Owner, LLC, a Missouri limited liability company (the “Company”). The Company is organized for the purpose of conducting or transacting any lawful businesses or purposes within the State of Missouri or any other jurisdiction.

2. Management of the Company.

(a) Management of the Company is vested in a manager and not in the members of the Company. The Manager (defined below) may exercise all such powers of the Company and do all such lawful acts and things as may be done by a manager of a limited liability company under the Act.

(b) 4209 Folsom Managing Member, LLC, shall be the initial Manager (the “Manager”) of the Company. The Manager shall remain in office until he or she or it resigns or is removed from office by the members of the Company.

(c) The vote, action, decision or consent of the Manager shall constitute a valid vote, action, decision or consent of the Company.

(d) The Manager will devote such time and attention to the Company as is appropriate to manage the affairs of the Company to its best advantage.

3. Implementation of Actions of Manager. The decisions and actions of the Manager shall be carried out by the Manager or such other individuals and officers (the “Officers”) granted authority to act on behalf of the Manager, pursuant to decisions made, from time to time, adopted by the Manager.

4. Term. The Company shall have a perpetual existence until the occurrence of one of the following events in which case the Company shall dissolve:

- (i) The written consent of all members of the Company to the dissolution of the Company;
- (ii) An event of withdrawal with respect to the sole remaining member of the Company;
- (iii) Entry of a decree of dissolution under Mo. Rev. Stat. § 347.143; or
- (iv) When the Company is not the surviving entity in a merger or consolidation.

Notwithstanding anything herein to the contrary, if the Company is dissolved or liquidated, in no event shall any of the assets of the Company be distributed to any member of the Company which is not an exempt organization under Section 501(c)(3) of the Internal Revenue Code.

5. Indemnification.

(a) The Manager and Officers (also referred to herein as the “Indemnitee”) shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including reasonable legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee’s status as any of the foregoing, which relate to or arise out of the Company, its assets, business or affairs, if in each of the foregoing cases (i) the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee’s conduct was unlawful, and (ii) the Indemnitee’s conduct did not constitute gross negligence or willful or wanton misconduct. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified in (i) or (ii) above. Any indemnification pursuant to this Section 5 shall be made only out of the assets of the Company and the members of the Company shall not have any personal liability on account thereof.

(b) Expenses (including reasonable legal fees) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in the foregoing Section 5(a) may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Manager, only upon receipt by the Company of an

undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Section 5.

(c) The indemnification and advancement of expenses set forth in this Section 5 shall not be exclusive of any other rights to which one seeking indemnification or advancement of expenses may be entitled under any statute, the Company's Articles of Organization, this Agreement, any other agreement, a vote of the members of the Company, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the members of the Company. The indemnification and advancement of expenses set forth in this Section 5 shall continue as to a person or entity who has ceased to hold the position giving rise to such indemnification and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of such a person or entity.

(d) The Company may purchase and maintain insurance of a kind normal and customary in the industry in which the Company conducts business on behalf of any Indemnitee against any liability asserted against an Indemnitee and incurred by an Indemnitee in such capacity, or arising out of such Indemnitee's status as aforesaid, whether or not the Company would have the power to indemnify such Indemnitee against such liability under this Section 5.

6. Tax Matters. Pursuant to existing law, the Company will be disregarded for federal and state income tax purposes at any time that it has only one member. The admission of one or more additional members, however, will cause the Company to be recognized for federal and state income tax purposes, and to be taxed, as a partnership.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Member has caused this First Amended and Restated Operating Agreement to be duly executed as of the date first written above.

SOLE MEMBER:

4209 Folsom Managing Member, LLC, a Missouri limited liability company

By: _____

Name: Christie Huck

Title: Chief Executive Officer

[SIGNATURE PAGE TO FIRST AMENDED AND RESTATED OPERATING AGREEMENT OF
4209 FOLSOM OWNER, LLC]

Exhibit D

Promissory Note

PROMISSORY NOTE

\$590,404

**(FEE MORTGAGE)
June 26, 2020**

FOR VALUE RECEIVED, CITY GARDEN MONTESSORI SCHOOL, a Missouri nonprofit corporation, with an address at 1618 Tower Grove Avenue, St. Louis, Missouri 63110 (“City Garden”), 4200 FOLSOM OWNER, LLC, a Missouri limited liability company, with an address at 1618 Tower Grove Avenue, St. Louis, Missouri 63110 (“4200 Folsom”), 4209 FOLSOM OWNER, LLC, a Missouri limited liability company, with an address at 1618 Tower Grove Avenue, St. Louis, Missouri 63110 (“4157 Folsom”, and together with City Garden and 4200 Folsom, each jointly and severally, “Borrower”) hereby promises to pay to the order of IFF, an Illinois not for profit corporation (together with its successors and assigns, “Lender”), at its offices at 333 South Wabash Avenue, Suite 2800, Chicago, Illinois 60604, or at such other place as the holder of this Promissory Note may designate, in lawful money of the United States and in immediately available funds, the principal sum of **FIVE HUNDRED NINETY THOUSAND FOUR HUNDRED FOUR AND NO/100 DOLLARS (\$590,404.00)** (the “Principal Sum”) together with interest on the Principal Sum at the rates set forth below (the Principal Sum, together with interest payable thereon in accordance herewith, is hereafter referred to as the “Loan”).

1. Advances.

The Principal Sum shall be disbursed to Borrower on the date of this Promissory Note (the “Closing Date”).

2. Interest Rates.

From and after the date hereof, and until and including the Maturity Date, the outstanding Principal Sum of the Loan shall bear interest at the rate of 5.25% per annum (the “Interest Rate”).

3. Payments.

Beginning on July 15, 2020, and continuing on the 15th day of each month until ending on July 1, 2022 (the “Maturity Date”), Borrower shall pay to Lender all interest on the Loan, to the extent disbursed, at the Interest Rate and in monthly installments, payable in arrears. All such payments are to be paid with funds from the Borrower, and not with Loan proceeds. Borrower may prepay this Promissory Note, in whole or in part, without penalty. Amounts prepaid may not be reborrowed.

On the Maturity Date, the outstanding Principal Sum of the Loan, plus all interest accrued thereon (together with all other amounts owed by Borrower to Lender), shall be due and payable to Lender. Payments received by Lender shall be applied to amounts owed Lender in the priority determined by Lender in its sole discretion. During the interest only period of this Note, interest

shall be computed on the basis of a 360 day year for the actual number of days principal is outstanding. During the principal repayment period of this Note, interest shall be computed on the basis of a 360 day year comprised of twelve (12) thirty (30) day months. If any payment under this Promissory Note becomes due on a Saturday, Sunday, or bank holiday under the laws of the State of Illinois, then the due date shall be extended to the next succeeding business day and interest shall be payable at the applicable rate specified above. All payments made under this Promissory Note shall be made to Lender via ACH.

4. Collateral.

This Promissory Note is secured by two (2) Future Advance Deeds of Trust, Assignments of Leases and Rents, Security Agreements and Fixture Filings, dated of even date herewith (as amended, restated or otherwise modified from time to time, collectively, the "Mortgage"), encumbering real estate located in the City of St. Louis, Missouri.

5. Representations and Warranties.

Each Borrower hereby represents, warrants and agrees as of the date hereof and as of the date of each advance made to the Borrower:

a. City Garden is a not-for-profit corporation duly incorporated or organized, validly existing and in good standing in the State of Missouri, 4200 Folsom is a limited liability company duly organized, validly existing and in good standing in the State of Missouri, and 4157 Folsom is a limited liability company duly organized, validly existing and in good standing in the State of Missouri;

b. Borrower's execution and delivery of this Promissory Note, the Mortgage and any other instruments, agreements and documents executed by Borrower in connection with the Loan (such Mortgage, Promissory Note and such other instruments, agreements or documents are collectively referred to as the "Loan Documents") and the performance of Borrower's obligations under this Promissory Note and the Loan Documents: (i) are within Borrower's corporate or organizational powers; (ii) have been duly authorized, executed and delivered by all necessary and proper corporate or organizational action on behalf of the Borrower; and (iii) shall not conflict with, contravene, or violate any currently existing statute, rule or law, or governmental restriction, the terms of Borrower's Articles of Incorporation, Articles of Organization, By-laws, or Operating Agreements, or the terms, conditions, or provisions of any agreement to which Borrower is a party or by which Borrower or the Premises (as defined in the Mortgage) may be bound or affected;

c. This Promissory Note and the Loan Documents constitute legal, valid, and binding obligations of Borrower and are enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy law or general principles of equity (whether considered in a suit at law or in equity);

d. Borrower is now able to meet its debts as such debts mature and no bankruptcy or insolvency proceedings are pending, threatened or contemplated by or against the Borrower;

e. All reports, statements and other data made available to Lender in connection with the Loan are true, correct, and complete in all respects and do not omit to state any fact or circumstance necessary to make the statements contained therein not misleading;

f. City Garden has delivered to Lender audited financial statements and current internal financial statements required by Lender;

g. Borrower has no claims, rights of set off or defense against Lender under this Promissory Note, the Mortgage, the Loan Documents or otherwise in respect of the Loan, and Lender is not in default thereunder;

h. The Borrower is in material compliance with all requirements of law applicable to it or its property (including the Premises);

i. The proceeds of the Loan borrowed on the Closing Date shall be used in a manner consistent with Section 6(a) below;

j. The proceeds of the Loan shall be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including, but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224 (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism). In this regard, Borrower covenants and agrees to take all reasonable steps to ensure that no person or entity expected to receive any funds in connection with the accomplishment of the charitable purposes for which the Loan is being made or otherwise in connection with the Loan is named on any list of suspected terrorists or blocked individuals maintained by the U.S. government, including but not limited to (a) the Annex to Executive Order No. 13224, and (b) the List of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury; and

k. To Borrower's knowledge, no condition, circumstance, event, agreement, document, instrument, restriction, litigation or proceeding (or threatened litigation or proceeding or basis therefor) exists that (i) could adversely affect the validity or priority of the liens and security interests granted to Lender by Borrower under the Loan Documents or the ability of Borrower to perform its obligations under the Loan Documents or (ii) constitutes a Default.

6. Covenants.

Each Borrower agrees and covenants that it shall:

a. Use the proceeds of the Loan borrowed on the Closing Date to refinance (i) an existing IFF Loan for leasehold improvements on the property at 1618 Tower Grove, St. Louis, Missouri 63110, (ii) existing debt and related closing costs associated with acquiring the property located at 4202 Folsom Avenue, St. Louis, Missouri 63110, and (iii) existing debt and related closing costs associated with acquiring the property located at 4209 Folsom Avenue, St. Louis, Missouri 63110;

b. Not incur any additional indebtedness or guarantee any indebtedness of any other person or entity without Lender's prior written consent, which consent may be withheld in

Lender's sole and absolute discretion. Notwithstanding the above, Borrower may incur unsecured indebtedness in the ordinary course of Borrower's business in the aggregate amount of \$50,000.00 or less upon prior written notice to Lender without having to obtain Lender's prior written consent;

c. Maintain the Premises free and clear of all liens and encumbrances (excepting only (i) the lien of real estate taxes and assessments not due, (ii) any lien and encumbrance of Lender and (iii) any other exceptions as Lender may in its sole and absolute discretion agree, including those listed on any exhibit or schedule to any title insurance policy that Lender has accepted hereunder) and maintained in accordance with all applicable building, zoning and other laws and ordinances;

d. Permit Lender or any of its agents or representatives to have access to the Premises and to have access to and to examine all books and records (and to make extracts therefrom) regarding Borrower and the Premises and to discuss with Borrower's officers, directors and agents Borrower's affairs, finances and accounts, all at reasonable times and as often as Lender may reasonably request;

e. Not enter into any transaction with any affiliate other than with Lender's prior written consent and upon fair and reasonable terms no less favorable to Borrower than would be obtained in a comparable arm's-length transaction with a Person not an affiliate;

f. Not permit to occur, whether directly, indirectly, by operation of law or otherwise, any transfer, sale, assignment, conveyance, alienation, pledge, hypothecation, encumbrance, or mortgage of all or any portion of any legal or equitable interest in Borrower, if any, unless Lender otherwise consents in writing, which consent may be withheld in Lender's sole discretion;

g. Maintain and preserve the Premises owned by the Borrower and other properties and assets of Borrower necessary in the proper conduct of Borrower's business in good working order and condition, ordinary wear and tear excepted;

h. Maintain City Garden's tax exempt status under Section 501(c)(3) or 501(c)(2) of the U.S. Internal Revenue Code; and

i. Promptly execute and deliver such documents as may be necessary to grant to and maintain in favor of Lender a first priority mortgage lien, subject only to the exceptions deemed acceptable on the title commitment, securing the Loan upon the Premises and to fully consummate the transactions contemplated by this Promissory Note.

7. Defaults.

The following shall constitute a default (a "Default") under this Promissory Note:

a. If Borrower fails to make any of the payments under any Loan Document (including whether of principal, interest, fees or other amount and regardless of amount) when and as the same shall become due and payable and such failure continues for five (5) days without remedy or cure;

b. If Borrower fails to perform any of the nonmonetary obligations under this Promissory Note, the Mortgage, or any of the other Loan Documents and such default is not cured within thirty (30) days after such failure; provided, however, that if such default is not able to be cured within such thirty (30) day period, then no Default shall have occurred under this Promissory Note if Borrower diligently prosecutes such cure and successfully cures the default within an additional thirty (30) days;

c. If a proceeding under any federal or state bankruptcy, reorganization, rehabilitation, receivership, insolvency, moratorium, or other law for the relief of debtors is filed by or against Borrower (or any guarantor of Borrower's obligations under this Promissory Note, the Mortgage or Loan documents, no or hereafter existing ("Guarantor")), and if such proceeding was filed against Borrower (or Guarantor) and was involuntary, such proceeding is not discharged, stayed or dismissed within thirty (30) days after the date Borrower (or Guarantor as applicable) is notified in writing of such proceeding;

d. If Borrower (or Guarantor) makes an assignment for the benefit of creditors;

e. Intentionally deleted;

f. If any statement or representation made by Borrower to Lender in connection with this Promissory Note, the Mortgage, the Loan Documents or any related transactions is or was false or misleading in any material way when made;

g. If any (a) material adverse change occurs in the financial condition, operation, or management of Borrower (or any Guarantor), (b) event occurs which has a material adverse effect on the Premises or (c) event occurs which has a material adverse effect on the rights and remedies of the Lender under the Loan Documents, in each case, as determined by the Lender in its sole discretion;

h. If Borrower fails to keep, perform, or observe any other agreement, covenant or condition on the part of Borrower contained in any other mortgage encumbering the Premises, or in any other Loan Document or security instrument evidencing or securing the indebtedness of Borrower to Lender under this Loan or any other loan with Lender, which default is not cured within the applicable cure period set forth in this Promissory Note or therein;

i. If foreclosure proceedings have been instituted and are continuing against the Premises;

j. If the Premises is no longer used as a training center, a school, and office space;

k. If the Borrower sells all or substantially all of its assets, merges with another entity (and is not the surviving entity of such merger) or is dissolved; or

l. If any Loan Document shall cease to be in full force and effect or Borrower or any Person contests in any manner the validity or enforceability of the applicable Loan Document.

8. Remedies.

Upon the occurrence of a Default, Lender may, in addition to any other rights or remedies provided for hereunder or under any other Loan Document or by applicable law, do any one or more of the following: (i) declare the principal of, and any and all accrued and unpaid interest and fees in respect of, the Loan and all other obligations, whether evidenced by this Promissory Note or by any of the other Loan Documents to be immediately due and payable, whereupon the same shall become and be immediately due and payable and Borrower shall be obligated to repay the Loan and all of such obligations in full, without presentment, demand, protest, or further notice or other requirements of any kind, all of which are hereby expressly waived by the Borrower, (ii) declare the commitments of the Lender to make additional advances terminated, whereupon such commitments shall immediately be terminated or (iii) exercise all other rights and remedies available to Lender under the Loan Documents, under applicable law, or in equity; provided, however, that in case of any event described in clauses (c) or (d) of Section 7, the commitments of the Lender to make any additional advances shall automatically terminate and the principal of the Loan then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall automatically become due and payable, without presentment, demand, notice, protest, or legal process of any kind. Following the occurrence and during the continuance of a Default, Borrower promises to pay Lender interest on the unpaid Principal Sum (together with all other amounts owed to Lender) at the then applicable interest rate plus 3% per annum (the "Default Rate"). Borrower agrees to pay Lender, on demand, all costs and expenses arising from the enforcement of this Promissory Note, the collection of the amounts due under this Promissory Note and the enforcement or foreclosure of the Mortgage, together with expenses, costs, and charges related thereto, including, without limitation, all attorneys' fees, expenses and court costs, together with the fees of paralegals and other staff employed by such attorneys.

9. Reporting.

Each Borrower shall furnish to Lender the following items as and when set forth below:

a. Audited annual financial statements of City Garden to be delivered within one hundred eighty (180) days after the end of City Garden's fiscal year (the "Fiscal Year End"), commencing with the fiscal year ended June 30, 2020. City Garden's audited annual financial statements shall be consolidated and include all Borrowers' financial information. In the event City Garden fails to provide Lender with the foregoing audited financial statements within such period, then, in addition to all other rights and remedies of Lender hereunder, Lender shall have the right (but shall not have the obligation) to cause such audited financial statements to be prepared, by an accountant or firm acceptable to Lender in Lender's sole discretion. City Garden shall cooperate with such accountant or firm in the preparation of such statements and shall pay the actual cost incurred by Lender in connection therewith;

b. Certified copies of Borrower's property and liability insurance policies and evidence of renewal of insurance coverage which provides that Borrower's insurance coverage is in full force and effect and in compliance with the insurance requirements set forth in the Loan Documents. Borrower shall deliver certificates and endorsements of such insurance policies which

name Lender as mortgagee, Lender's loss payee, and additional insured, as appropriate, within the time periods set forth in the Loan Documents;

c. A copy of the Annual Affidavit-Certification for Exempt Real Property filed with the County Assessor (or Supervisor of Assessments) or a copy of the receipt from the most recent property tax payment, to be delivered within forty-five (45) days after calendar year end;

d. Prompt (and in any event, within three (3) days) written notice of any material changes in Borrower, particularly with respect to the Borrower's senior management and primary operations personnel, existing or new programs, and the goals and missions of Borrower;

e. Prompt (and in any event, within three (3) days) written notice of any action or event of which Borrower has knowledge that may materially or adversely affect Borrower's ability to make payments under, or perform the obligations set forth in, the Loan Documents;

f. Prompt (and in any event within one (1) day) written notice of the occurrence of any Default or any condition or event that (unless cured before the expiration of the applicable grace period as set forth herein or waived in writing in accordance with the terms hereof) will, with the lapse of time or notice or both, constitute a Default;

g. Within five (5) days after receipt of written request from Lender at any time, Borrower shall provide (i) a listing of the Borrower's board members, including their names, board committee memberships, occupations, and email addresses, (ii) quarterly unaudited financial statements, and budgets; and

h. From time to time, any other information or documents that Lender or Lender's counsel reasonably requests throughout the term of the Loan at such time as Lender or Lender's counsel reasonably requires.

10. Costs and Expenses; Indemnification.

Borrower agrees to pay all reasonable costs and expenses of the Lender in connection with the preparation and execution of this Promissory Note and the Loan Documents (including, but not limited to, title and recording fees). Borrower also agrees to pay all reasonable costs and expenses of the Lender in connection with the administration of the Loan, including, if required, a construction loan escrow in form satisfactory to Lender, with respect to the disbursement of the Loan.

Borrower agrees to pay Lender (i) a one-time, non-refundable Loan fee equal to \$5904.04, payable upon the execution of this Promissory Note; and (ii) a one-time, non-refundable documentation fee equal to \$2,500.00 payable upon the execution of this Promissory Note.

Borrower agrees to defend and hold Lender, and its officers, directors, trustees, members of the board, employees, contractors and agents and the successors and assigns of the foregoing (collectively, the "IFF Parties") harmless and to indemnify each of them from and against all Claims (as hereinafter defined) of whatever nature incurred by any of the IFF Parties arising from, related to or in connection with: (a) any action or inaction of Borrower; (b) the accuracy of any representation set forth in the Loan Documents; (c) the breach of any agreement or covenant set

forth herein or in the Loan Documents; (d) the Premises; or (e) the Loan. For purposes hereof, "Claims" means any and all claims, causes of action, rights of subrogation, suits, losses, damages, costs, expenses, fees (including, without limitation, attorneys' fees, expenses and court costs) and liabilities of every kind whatsoever, whether past or present, contingent or otherwise, matured or unmatured, known, unknown, suspected or unsuspected, punitive, direct, or indirect, actual or consequential, arising at law, in equity or otherwise. Borrower's obligation and agreement to indemnify and hold harmless the IFF Parties shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature (including, without limitation, attorneys' fees, expenses and court costs) incurred in or in connection with any such Claims, or proceedings brought thereon, and the defense thereof. Notwithstanding the foregoing provisions of this paragraph, Borrower shall not be required to indemnify any of the IFF Parties to the extent such Claim is a result of the gross negligence or willful misconduct of such IFF Parties (as determined by a court of competent and final jurisdiction).

11. Notices.

All notices, requests, and demands to be made under this Promissory Note or under the Mortgage shall be in writing and shall have deemed to have been given to either Borrower or Lender when personally delivered or emailed, the day after deposit with a nationally recognized courier service (such as Federal Express), or three (3) days after being sent by registered or certified mail, return receipt requested, to the following addresses:

If to Lender:	IFF 333 South Wabash Avenue, Suite 2800 Chicago, Illinois 60604 Email: general@iff.org Attention: Chief Lending Officer & Senior Vice-President, Capital Solutions
If to Borrower:	City Garden Montessori School 1618 Tower Grove Avenue St. Louis, Missouri 63110 Email: _____ Attention: _____
with copies to :	Thompson Coburn LLP One US Bank Plaza St. Louis, Missouri 63101 Email: jsharp@thompsoncoburn.com Attention: Jarrod H. Sharp

12. Whenever in this Promissory Note reference is made to Lender or Borrower, that reference shall be deemed to include, as applicable, a reference to the respective successors and permitted assigns of the party. The provisions of this Promissory Note shall be binding upon and shall inure to the benefit of said successors and permitted assigns. Lender may assign, negotiate, pledge or otherwise hypothecate this Promissory Note or any of its rights and security

hereunder or under any other Loan Document to any bank, participant, financial institution or other Person and, in any such case, Borrower will accord full recognition thereto and agree that all rights and remedies of Lender in connection with the interest so assigned shall be enforceable against Borrower by such bank, participant, financial institution or any other Person with the same force and effect and to the same extent as the same would have been enforceable by Lender but for such assignment. Borrower may not assign its rights hereunder or any interest herein and any such assignment shall be null and void and ineffective without the prior written consent of Lender.

13. Lender's failure at any time or from time to time to require strict performance by Borrower of any provisions of this Promissory Note, the Mortgage or any of the other Loan Documents shall not waive, affect, or diminish any right of Lender to demand strict compliance and performance therewith. Any suspension or waiver by Lender of a Default by Borrower shall not suspend, waive, or affect any other Default by Borrower, whether the same is prior or subsequent thereto and whether of the same or a different kind or character. None of the undertakings, agreements, warranties, covenants, or representations of Borrower under this Promissory Note or the Loan Documents shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing, signed by an officer of Lender and directed to Borrower specifying the suspension or waiver. The rights and remedies provided in this Promissory Note and in the other Loan Documents are cumulative and not exclusive of each other or of any right or remedy provided at law or in equity.

14. Demand, presentment, protest, and notice of nonpayment and protest are hereby waived by Borrower.

15. It is specifically acknowledged and agreed that time is of the essence of each and every provision of this Promissory Note, the Mortgage and the other Loan Documents.

16. The Borrower agrees that the Lender shall have all rights of set-off provided by applicable law, and in addition thereto, the Borrower agrees that upon the occurrence of a Default and at any time thereafter, the Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all obligations or liabilities (in whatever currency) at any time owing by the Lender to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower now or hereafter existing under this Promissory Note or any other Loan Document, irrespective of whether or not the Lender shall have made any demand under this Promissory Note and although such obligations may be contingent or unmatured.

17. Whenever possible, each provision of this Promissory Note shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Promissory Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Promissory Note. In no event shall interest charged under this Promissory Note, the Mortgage or under any of the other Loan Documents (including, without limitation, the Default Rate) however such interest may be characterized or computed, exceed the highest rate permitted under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. In the event that a court determines that Lender has received interest under this Promissory Note in excess of the highest applicable rate

hereto, then, in such case, Lender may either deem such excess to be a prepayment of the Principal Sum (to the extent permitted by law) or at Lender's election, Lender may promptly refund such excess interest to Borrower.

18. No amendment, modification or waiver of, or consent with respect to, any provision of this Promissory Note shall be effective unless the same shall be in writing and signed and delivered by Lender, and in the case of an amendment or other modification of this Promissory Note or any other Loan Document, Borrower, and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

19. This Promissory Note shall be construed in accordance with and governed by the laws of the State of Illinois. Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Circuit Court of the State of Illinois sitting in Cook County and of the United States District Court of the Northern District of Illinois sitting in Cook County, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Illinois State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. **BORROWER AND LENDER EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS** (a) **UNDER THIS PROMISSORY NOTE OR ANY OTHER LOAN DOCUMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS PROMISSORY NOTE OR** (b) **ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS PROMISSORY NOTE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.** BORROWER AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS PROMISSORY NOTE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

20. The liability of each of the Borrowers hereunder shall be primary, direct, joint, and several, and none of the Borrowers shall be deemed a surety, accommodation maker, or guarantor. The liability of each of the Borrowers shall not be affected by (a) modification, extension, renewal, substitution or replacement of any of the Loan Documents; (b) the extension of additional credit separate from this transaction by Lender; (c) the surrender, release, renewal, extension, sale, exchange, or other disposition of all or any part of the collateral securing the Loan or the acceptance of any additional or substituted collateral for the Loan; (d) Lender's failure to protect any such collateral from waste, diminution in value, or otherwise; (e) Lender's purchase of any such collateral at judicial or other sale, or any subsequent resale at public or private sale; (f) any extension of time or any other indulgence granted by Lender under any of the Loan Documents; (g) any failure or delay by Lender in attempting to enforce any of its rights or remedies under any of the Loan Documents; (h) Lender's proceeding against fewer than all parties liable

under this Promissory Note; (i) Lender's release, settlement, or compromise of its claim against any other party liable on this Promissory Note; or (j) the occurrence of any other event which might otherwise operate as a discharge under principles of suretyship. Each of the Borrowers waives all rights to seek contribution, indemnification, or other form of reimbursement from the other Borrowers or any other person liable under this Promissory Note, including any rights of subrogation to the rights of Lender. In the event any payment on this Promissory Note to Lender is held to constitute a preference under the bankruptcy laws, the liability of each of the Borrowers shall automatically be revived to the full extent of such payment.

[the rest of this page intentionally left blank, signatures appear below]

THIS PROMISSORY NOTE was executed by the undersigned who represents that she/he has all necessary authority to execute this Promissory Note on behalf of Borrower.

CITY GARDEN MONTESSORI SCHOOL,
A Missouri nonprofit corporation

By: _____
Name: _____
Its: _____

4200 FOLSOM OWNER, LLC,
A Missouri limited liability company

By: City Garden Montessori School, its Manager

By: _____
Name: _____
Its: _____

4209 FOLSOM OWNER, LLC,
A Missouri limited liability company

By: 4209 Folsom Managing Member, LLC,
its Manager

By: City Garden Montessori School, its Manager

By: _____
Name: _____
Its: _____

Exhibit E

Future Advance Deed of Trust, Assignment of Leases and Rents,
Security Agreement and Fixture Filing
4200 Folsom Owner, LLC

Space Above Line Reserved For Recorder's Use

1. **Title of Document:** **Future Advance Deed Of Trust, Assignment of Leases and Rents, Security Agreement And Fixture Filing**
2. **Date of Document:** **June 26, 2020**
3. **Grantor(s):** **4200 FOLSOM OWNER, LLC**
Mailing Address: **1618 Tower Grove Avenue**
St. Louis, Missouri 63110
4. **Grantee(s):** **IFF**
Mailing Address: **333 South Wabash Avenue, Suite 2800**
Chicago, Illinois 60604
5. **Legal description:** **See Exhibit A annexed to the document.**
6. **Reference(s) to Book and Page(s):** **N/A**

Note: The terms "grantor" and "grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself refers to the parties by other designations.

This instrument was prepared by
and after recording return to:

IFF
Attn: Capital Solutions
333 South Wabash Avenue, Suite 2800
Chicago, IL 60604

THIS FUTURE ADVANCE DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING SECURES FUTURE ADVANCES AND FUTURE OBLIGATIONS PURSUANT TO SECTION 443.055 R.S.MO., NOT EXCEEDING THE PRINCIPAL AMOUNT OF \$1,771,212.00.

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

THIS FUTURE ADVANCE DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, (the “Mortgage”) is effective as of June 26, 2020, between

4200 FOLSOM OWNER, LLC, a Missouri limited liability company, with an address at 1618 Tower Grove Avenue, St. Louis, Missouri 63110, as GRANTOR, herein referred to as “Mortgagor,”

ROGER HERMAN, of the County of St. Louis, State of Missouri, Mailing address: 7733 Forsyth Blvd., 4th Floor, St. Louis, Missouri 63105, as “TRUSTEE”, and

IFF, an Illinois not for profit corporation, with an address of 333 South Wabash Avenue, Suite 2800, Chicago, Illinois 60604, together with its successors and assigns, as GRANTEE, herein referred to as “Mortgagee.”

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee upon a Promissory Note dated as of the date hereof, in the principal sum of FIVE HUNDRED NINETY THOUSAND FOUR HUNDRED FOUR AND NO/100 DOLLARS (\$590,404.00), payable to the order of and delivered to Mortgagee (as the same may from time to time be amended, restated, modified, replaced, supplemented or extended, the “Note,” all capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Note) by which Note Mortgagor promises to pay to the holders of the Note the principal sum and interest at the rate and in installments as provided in the Note, with a final payment of the balance due on the Maturity Date. All of the principal and interest payments are to be made payable at such place as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Mortgagee at 333 South Wabash Avenue, Suite 2800, Chicago, Illinois 60604;

NOW, THEREFORE, to secure: (a) the payment of the principal sum and interest in accordance with the terms, provisions, and limitations of the Note; (b) the payment and performance of the covenants and agreements contained in this Mortgage and the Note to be performed by Mortgagor; and (c) the payment and performance of the covenants and agreements to be performed by Mortgagor under any other

promissory notes, instruments, or other documents (including, without limitation, other security instruments), encumbering or otherwise affecting the Premises (as hereinafter defined) or any other property of Mortgagor, which may hereafter be held by Mortgagee, and also in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, Mortgagor does by these presents MORTGAGE, ASSIGN, TRANSFER, SET OVER, CONVEY AND WARRANT unto Trustee, his successors and assigns, IN TRUST, forever, all of Mortgagor's right, title and interest in and to the real estate described on the attached **Exhibit A**, situated in the **City of St. Louis, in the State of Missouri** (the "Real Estate");

TOGETHER WITH: all right, title and interest, if any, including any after-acquired right, title, and interest and including any right of use or occupancy, which Mortgagor may now have or hereafter acquire in and to: (a) all buildings, structures, improvements, tenements, easements, roads and alleys, development, air and water rights, fixtures, equipment, and appurtenances belonging to the Real Estate; (b) all current and future leases, subleases, licenses and occupancy agreements (collectively, "Leases"), and all rents, issues, deposits (including, without limitation, security deposits), income and profits of and from the Leases and the Real Estate (collectively, "Rents"), which Rents are pledged primarily and on a parity with the Real Estate and not secondarily; (c) all goods, furniture, apparatus, equipment, inventory, general intangibles and other personal property to the extent used in or on the Real Estate or in connection with the operation thereof; (d) all building materials, building supplies, work in process, contract rights related to the construction, rehabilitation, conversion or improvement of the Real Estate or any of the foregoing; (e) all insurance policies, insurance proceeds and condemnation awards related to the Real Estate; (f) all permits, approvals, licenses and authorizations related to the Real Estate; (g) all contract rights, agreements and general intangibles relating to the Real Estate or any of the foregoing; (h) all of Mortgagor's books and records relating to the foregoing; and (i) all additions to, replacements of, and all issues, products and proceeds of the property described in the foregoing clauses (a) through (h). All of the items listed are declared to be a part of the Real Estate whether physically attached to the Real Estate or not, and it is agreed that all similar apparatus, equipment, fixtures or other personal property from now on placed in or on the Real Estate by Mortgagor or its successors or assigns, and all replacements, additions, issues, products and proceeds thereto and thereof after the date of this Mortgage shall be considered as constituting part of the Real Estate. The property described in this paragraph, together with Mortgagor's interest in the Real Estate, are hereinafter collectively referred to as the "Premises."

TO HAVE AND TO HOLD the Premises unto Trustee, his successors and assigns, forever, IN TRUST, forever, for the purposes and uses set forth in this Mortgage, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Missouri, which rights and benefits Mortgagor does expressly release and waive.

MORTGAGOR FURTHER REPRESENTS, WARRANTS, COVENANTS, AND AGREES AS FOLLOWS:

1. **Repair; Restoration, Compliance With Law; Inspection.** Mortgagor shall: (a) promptly repair, restore, and rebuild any buildings or improvements (or portions thereof) now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly permitted in this Mortgage; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of the prior lien to Mortgagee; (d) comply with all laws, codes, statutes, rules, ordinances, regulations or other requirements of governmental authorities (including, without limitation, the Americans With Disabilities Act) (collectively, "Laws") with respect to Mortgagor or the Premises or the use of the Premises; and (e) make no material alterations in the Premises except as required by Law or approved by Mortgagee. Mortgagee shall have the right, upon reasonable

prior notice, to inspect the Premises together with all of Mortgagor's books and records at all reasonable times.

2. Real Estate Taxes. Mortgagor shall cause all general taxes to be paid before any penalty attaches, and shall cause all special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises to be paid when due, and shall, upon written request, furnish to Mortgagee duplicate receipts for those payments. To prevent default under this Mortgage, Mortgagor shall cause to be paid in full under protest, in the manner provided by statute, any tax or assessment which is being contested.

3. Other Taxes. In the event of the enactment after this date of any Law deducting from the value of land for the purpose of taxation any lien on the Premises, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured by this Mortgage or the holder of this Mortgage, then Mortgagor, upon demand by Mortgagee, shall pay the taxes or assessments, or reimburse Mortgagee for the taxes or assessments; provided, however, that if in the reasonable opinion of Mortgagee: (a) it might be unlawful to require Mortgagor to make the payment; or (b) the making of the payment might result in the imposition of interest beyond the maximum amount permitted by law, then Mortgagee may elect, by written notice given to Mortgagor, to declare all of the indebtedness secured by this Mortgage to be due and payable sixty (60) days from the date of notice. If, by the laws of the United States of America or of any state having jurisdiction on the Premises, any tax is due or becomes due in respect of the Note, Mortgagor shall pay such tax in the manner required by such law.

4. Protective Advances. Upon the occurrence of a Default, Mortgagee may, but need not: make any payment or perform any act required of Mortgagor in any form and manner deemed expedient, and, in addition thereto, may, but need not, make full or partial payments of principal or interest on prior or subordinate encumbrances, if any; purchase, discharge, compromise or settle any tax lien or other prior or subordinate lien, title, or claim on the Premises; redeem from any tax sale or forfeiture affecting the Premises; contest any tax or assessment; pay any insurance premium, or make any other payment or perform any other act or obligation necessary or expedient, in Mortgagee's reasonable discretion, to protect the Premises and Mortgagee's interest therein. All amounts paid for any of the purposes authorized above and all expenses paid or incurred in connection with the purposes authorized above, including reasonable attorney's fees and expenses, and any other moneys advanced by Mortgagee to cure Mortgagor's default or protect the Premises and Mortgagee's lien on the Premises, shall be additional indebtedness secured by this Mortgage and shall become immediately due and payable upon prompt notice given to Mortgagor, with interest charged at the lesser of the Default Rate or the highest rate permitted under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any default on the part of Mortgagor. Mortgagee making any payment authorized by this Mortgage relating to taxes or assessments, may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement, or estimate or into the validity of the tax, assessment, sale, forfeiture, tax lien, title, or claim.

5. Provisions Regarding Assignment of Rents and Leases. Mortgagor hereby presently assigns to Mortgagee all of Mortgagor's right, title and interest in and to any and all Leases with respect to the Real Estate, and all Rents from the Leases and the Real Estate. Mortgagor grants to Mortgagee, with or without Mortgagee or any other person (including, without limitation, a receiver) taking possession of the Premises, the right to give notice to the tenants under the Leases of this assignment, to collect the Rents from such tenants, to enter onto the Premises for purposes of collecting the Rents, to let the Premises, and

to apply such Rents (after payment of all charges and expenses relating to the Premises) to the Obligations. Mortgagor intends that the assignment of Leases and Rents set forth herein shall constitute a present, absolute and unconditional assignment, and not merely an assignment for additional security only. Notwithstanding the foregoing assignment of the Leases and Rents, subject to the terms of this paragraph, Mortgagee grants to Mortgagor a revocable license to operate and manage the Premises and to collect the Rents so long as no Default exists. Upon a Default, the license granted to Mortgagor herein shall automatically be revoked, and Mortgagee shall immediately be entitled to receive and apply all Rents, whether or not Mortgagee enters upon and takes control of the Premises. The foregoing assignment of the Leases and Rents to Mortgagee shall not be construed to bind Mortgagee to the performance of any of the covenants, conditions or provisions contained in any of the Leases. The foregoing assignment of the Leases and Rents shall continue in effect until the Obligations are fully paid and performed. Mortgagor hereby agrees to indemnify Mortgagee for, and hold Mortgagee 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 Premises upon Mortgagee, nor make Mortgagee liable for any negligence or other tortious conduct, whether by Mortgagee or any other person, with respect to the management, operation, upkeep, repair or control of the Premises resulting in injury, death, property or other damage of any nature whatsoever. Mortgagor shall not cancel, amend or otherwise modify the terms and conditions of any Lease without obtaining Mortgagee's prior consent; nor shall Mortgagor accept payments of rent or the like more than one month in advance without obtaining Mortgagee's prior consent. Mortgagee may exercise Mortgagee's rights from time to time under this section without first commencing foreclosure proceedings against the Premises if Mortgagee so elects. Any such election by Mortgagee to exercise Mortgagee's rights from time to time under this section shall not prohibit Mortgagee from simultaneously or thereafter foreclosing upon the Premises or exercising any other rights available to Mortgagee hereunder or at law.

6. **Impounds.** At Mortgagee's election, Mortgagor shall periodically deposit with Mortgagee such sums as Mortgagee may reasonably require for payment of taxes, insurance, and assessments on the Premises. If the amount held by Mortgagee or Mortgagee's agent on account of taxes, insurance and/or assessments exceeds the amount required for payment of those items, together with a reasonable reserve, said excess shall be refunded to Mortgagor in the normal course of Mortgagee's or Mortgagee's agent's business. No deposit shall bear any interest.

7. **Modification of Obligations.** If the payment of, or on account of, the Obligations (as hereinafter defined) or any part thereof is modified, extended or varied or if any part of the security therefor is released, all persons now or at any time liable therefor, or interested in the Premises, shall be held to assent to such modification, extension, variation or release, and their liability and the lien and all provisions of this Mortgage shall continue in full force and effect, the right of recourse against all persons being expressly reserved by Mortgagee, notwithstanding such modification, extension, variation, or release.

8. **Release.** Mortgagee shall release this Mortgage and the lien of this Mortgage by proper instrument upon payment and discharge of all of the Obligations secured by this Mortgage and the payment of a reasonable fee to Mortgagee for the execution of such release.

9. **Insurance and Casualty.**

(a) Mortgagor shall maintain or cause to be maintained during the term of the Loan:

(i) Fire and extended coverage insurance (including, without limitation, windstorm, explosion, and such other risks usually insured against by owners of like properties) on the Premises in an amount equal to one hundred percent (100%) of the full replacement cost of the Premises;

(ii) Comprehensive public liability insurance against claims for personal injury, including, without limitation, bodily injury, death, or property damage occurring on, in, or about the Premises in an amount of not less than \$1,000,000.00 with respect to personal injury or death to one or more persons and \$500,000.00 with respect to damage to property, and with "umbrella" liability coverage of not less than \$1,000,000.00, or such greater amounts as may from time to time be reasonably required by Mortgagee;

(iii) If the Premises is located in a Zone A or Zone B flood hazard zone, flood plain insurance in an amount reasonably satisfactory to Mortgagee, but in no event less than one hundred percent (100%) of the full insurable value of the Premises and the personal property contained therein; and

(iv) For so long as any construction is being performed on the Premises: (A) "All Risk, Builders' Risk Completed Value Non-Reporting Form" insurance in an amount equal to 100% of the completed insurable value of the Premises, with extended coverage; (B) for the general contractor (and/or, if appropriate, subcontractors) workmen's compensation, employees' liability and comprehensive liability insurance (including contractual liability) with limits of \$1,000,000.00 with respect to personal injury or death for one or more persons; and (C) for the architect, professional liability insurance in form and amounts satisfactory to Mortgagee.

All insurance shall be written by companies and on forms with endorsements satisfactory to Mortgagee, all with suitable loss payable and standard noncontribution mortgagee clauses in favor of Mortgagee (or, in case of a foreclosure sale, in favor of the owner of the certificate of sale) attached, and originals or certified copies of certificates of insurance evidencing such policies shall be kept constantly deposited with Mortgagee. At such times as Mortgagee shall reasonably request, Mortgagor shall cause Mortgagor's insurer to provide an opinion letter to Mortgagee stating that Mortgagor's insurance policies are in compliance and fulfill all of the requirements of this section. All policies shall provide for, and the certificates of insurance delivered to Mortgagee shall reflect, the insurer's agreement to provide, among other things, written notice to Mortgagee of the expiration or any anticipated cancellation of any insurance policies at least thirty (30) days prior to such event occurring. Not less than thirty (30) days prior to the expiration of any policy, a certified copy of a certificate of insurance evidencing the renewal policy shall be deposited with Mortgagee.

Statutory Notice-Insurance The following notice is given pursuant to Section 427.120 of the Missouri Revised Statutes; nothing contained in such notice shall be deemed to limit or modify the terms of the Loan Documents.

UNLESS YOU (BORROWER/MORTGAGOR) PROVIDE EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY YOUR AGREEMENT WITH US (LENDER/MORTGAGEE), 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.

(b) In case of loss or casualty to any portion of the Premises, Mortgagee is authorized to collect all insurance proceeds and apply them, at its option, to the reduction of the Obligations hereby secured, whether due or not then due, or, at Mortgagee's sole and absolute option, Mortgagee may allow Mortgagor to use such money, or any part thereof, in repairing the damage or restoring the Premises. If such proceeds are released for the purpose of restoring the Premises, then such disbursement shall be subject to the conditions and procedures as Mortgagee may in its sole discretion impose.

(c) Mortgagor shall notify Mortgagee, in writing, of any casualty or loss to the Premises and Mortgagor hereby directs each insurance company to make payment for the loss directly and solely to Mortgagee; and Mortgagor agrees that any payment which is delivered, for any reason, to Mortgagor shall be held in trust for Mortgagee and promptly delivered in the form received (except for any necessary endorsements) to Mortgagee.

(d) In addition to other remedies available under this Mortgage, if after Mortgagee's reasonable request, Mortgagor fails to provide Mortgagee with evidence of the foregoing insurance coverage required to be carried by Mortgagor under this Mortgage, Mortgagee may purchase such insurance at Mortgagor's expense for the purpose of protecting Mortgagee's interest in the Premises. Any insurance purchased by Mortgagee may, but need not, protect the interest of Mortgagor in the Premises. The insurance coverage purchased by Mortgagee may or may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Premises. Provided that Mortgagee has not commenced foreclosure proceedings, elected to accelerate the amounts due and owing under the Note, and Mortgagor is not otherwise in default under this Mortgage, Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchases insurance for the Premises, Mortgagor shall be liable and shall reimburse Mortgagee for the costs of that insurance, including, but not limited to the interest, labor charges, and other charges that Mortgagee reasonably imposes in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of insurance purchased by Mortgagee may be added to the total outstanding balance or obligation secured by this Mortgage and evidenced by the Note. The costs of the insurance purchased by Mortgagee may exceed the cost of insurance Mortgagor would otherwise be able to obtain.

10. Condemnation.

(a) If all or any part of the Premises shall be taken through condemnation, and the taking would, in the reasonable judgment of Mortgagee, render all or any part of the Premises not reasonably accessible or not in compliance with applicable Laws by reason of insufficient lot area, parking spaces, or otherwise, all Obligations shall, upon notice to Mortgagor, become due and payable at once at the option of Mortgagee, whether or not a Default has occurred.

(b) In the event Mortgagee does not exercise its right to accelerate the Loan pursuant to the terms and provisions of section (a) above, Mortgagee shall be entitled to all awards (which term when used in this Mortgage shall include all compensation, awards, damages, claims, rights of action, proceeds, and other payments of relief) of, or on account of, any damage or taking through condemnation of the

Premises, or any part of the Premises (to the extent of the amount outstanding under the Note), and is hereby authorized, at its option, to commence, appear in, and prosecute in its own or Mortgagor's name any action or proceeding relating to any condemnation and to settle or compromise any claim in connection with any action or proceeding. All awards and the right to those awards are included in the Premises, and Mortgagee, after deducting all its expenses, including reasonable attorneys' fees, at its option may apply such net proceeds in such manner as Mortgagee shall determine, to the reduction of the Obligations without regard to whether the Obligations are or are not then due. In the event any net proceeds remain thereafter, such net proceeds shall be paid to Mortgagor. Mortgagor agrees to execute further assignments of any awards as Mortgagee may reasonably require.

11. No Transfer; Due on Sale. Mortgagor shall not, without Mortgagee's prior written consent (which consent may be withheld in Mortgagee's sole and absolute discretion), whether directly, indirectly, by operation of law or otherwise, transfer, sell, convey, alien, pledge, hypothecate, encumber, lease, sublease, or mortgage all or any portion of the Premises (or any beneficial interest in the land trust, if title to the Premises is held by a land trust) or any legal or equitable interest in the Premises or in Mortgagor (or the beneficiary of the land trust, if title to the Premises is held by a land trust) (any of the foregoing being a "Transfer"), regardless of form. Any violation of the foregoing provisions of this Section 11 shall immediately be deemed a "Default." Mortgagor shall not suffer or permit the Premises, or any portion of the Premises, to be used by any individual, entity, or the public, in any manner that might tend to impair Mortgagor's title to the Premises, or any portion of the Premises, or in such a manner that might make possible a claim or claims of easement by prescription or adverse possession by the public, or of implied dedication of the Premises or any portion of the Premises.

12. Indemnification. Mortgagor shall defend, indemnify, save, and hold harmless Mortgagee from and against, and promptly pay to, or reimburse Mortgagee for, all loss, cost, expense, and liability suffered or incurred by Mortgagee, including, but not limited to, all reasonable attorneys' fees and court costs, incurred by or asserted against Mortgagee resulting from, arising out of, relating to, or caused by any action or inaction of Mortgagor, or any condition existing on, under, or in the Premises, including, without limitation, the following: (a) the breach or inaccuracy of any representation, warranty, agreement, or covenant of Mortgagor set forth in the Note, this Mortgage, or any other document executed in connection with the Loan; (b) the release or threatened release (as such terms are used in CERCLA, 42 U.S.C. 9607 (a)(4)) of any waste, pollutant, hazardous or toxic substance or waste, special waste, petroleum, petroleum-based substance or waste, product or by-product, or any constituent of any such substance, waste or product (collectively, "Contaminant") in, under, above, on, at or from the Premises into the indoor or outdoor environment; (c) the off-site migration, at any time of any Contaminant located in or on the Premises; or (d) the presence of asbestos or asbestos-containing material, lead, petroleum, petroleum products or any other Contaminant in, under, above, on, at or from the Premises; provided, however, the foregoing indemnities shall not be available to Mortgagee to the extent such loss, cost, expense, and liability suffered or incurred by Mortgagee arises out of, relates to, or is caused by Mortgagee's gross negligence or willful misconduct.

13. Additional Covenants. Mortgagor also covenants and agrees as follows:

(a) Mortgagor shall pay and perform each obligation of "Borrower" under the Note in accordance with the terms thereof;

(b) Mortgagor shall maintain and preserve the lien of this Mortgage until the principal and interest on the Note have been paid in full and all other obligations of Mortgagor set forth in the Note, this Mortgage and all other Loan Documents have been fully satisfied (collectively, the "Obligations");

(c) Mortgagor shall use the proceeds of the Loan to refinance (i) an existing IFF Loan for leasehold improvements on the property at 1618 Tower Grove, St. Louis Missouri 63110, (ii) existing debt and related closing costs associated with acquiring the property located at 4202 Folsom Avenue, St. Louis, Missouri 63110, and (iii) existing debt and related closing costs associated with acquiring the property located at 4209 Folsom Avenue, St. Louis, Missouri 63110;

(d) Mortgagor shall carry on any construction permitted by this Mortgage, in compliance with all applicable Laws;

(e) Mortgagor shall promptly give written notice to Mortgagee of: (i) any action or event of which it has knowledge that may materially or adversely affect its ability to pay, or perform any of the Obligations and (ii) any notice of default or other material notice received or given in connection with any other mortgage, lease, or agreement encumbering the Premises; and

(f) Unless Mortgagor notifies the Mortgagee in writing, Mortgagee may use the Premises and/or the Mortgagor's name for publicity purposes.

14. Representations and Warranties. Mortgagor represents and warrants the following as of the date of this Mortgage and agrees that the following shall be true and correct at all times during the term of this Mortgage:

(a) Mortgagor is seized of an indefeasible estate in fee simple to the Premises and has good right, full power, and lawful authority to mortgage and pledge the same as provided in this Mortgage, and Mortgagor may at all times peaceably and quietly enter upon, hold, occupy, and enjoy the Premises in accordance with the terms of this Mortgage;

(b) There are no actions, suits, or proceedings pending, or, to the best of Mortgagor's knowledge, threatened, against or affecting Mortgagor or the Premises;

(c) Electric, sewer, water, telephone facilities and any other necessary utilities are or after completion of construction will be, and Mortgagor shall cause those facilities at all times to be, available in sufficient capacity to service the Premises satisfactorily, and any easements necessary to the furnishing of utility service to the Premises have been or will be obtained and duly recorded or registered;

(d) Mortgagor has obtained all necessary consents, approvals, licenses, and permits in connection with the Premises, and any construction contemplated to be performed on the Premises, and the granting of this Mortgage, and the Premises complies in all respects with applicable zoning laws and regulations;

(e) The Premises complies in all respects with all applicable Laws;

(f) Mortgagor is not in default under any other mortgage encumbering the Premises;

(g) There are no outstanding options or agreements to purchase or rights of first refusal to purchase affecting the Premises, and Mortgagor has not received written or verbal notice that (i) a taking or condemnation has been commenced or is contemplated with respect to all or any portion of the Premises, or (ii) a relocation of roadways providing direct access to the Premises has been commenced or is contemplated;

(h) The Premises is assessed for real estate tax purposes as one or more wholly independent tax lot or lots, separate from any adjoining land or improvements not constituting a part of such lot or lots,

and no other land or improvements not constituting part of the Premises is or will be assessed and taxed together with the Premises or any portion thereof; furthermore, there are no pending or, to the knowledge of Mortgagor, proposed special or other assessments for public improvements or otherwise affecting the Premises, nor, to the knowledge of Mortgagor, are there any contemplated improvements to the Premises that may result in such special or other assessments; and

(i) To the best of Mortgagor's knowledge, information and belief after due and diligent inquiry, and except as disclosed in the environmental due diligence provided by Mortgagor to Mortgagee (i) the Premises is not in violation of any applicable federal, state or local environmental laws or regulations ("Environmental Laws"), (ii) no hazardous substances (as defined under Environmental Laws) ("Hazardous Substances") are located on or have been handled, generated, stored, processed or disposed of on or released or discharged from the Premises (including underground contamination) except for those *de minimis* substances used by Mortgagor or its tenants in the ordinary course of its or their business or occupancy and in compliance with all Environmental Laws; (iii) the Premises is not subject to any private or governmental lien or judicial or administrative notice or action relating to Hazardous Substances; (iv) there are no existing or closed underground storage tanks or other underground storage receptacles for Hazardous Substances on or under the Premises; and (v) Mortgagor has received no notice of, and to the best of Mortgagor's knowledge, information and belief after due and diligent inquiry, there exists no investigation, action, proceeding or claims by any governmental agency for any liability, penalty, sanction or judgment under any Environmental Laws with respect to any condition, use or operation of the Premises, nor does Mortgagor know of any basis for such a claim.

15. **Titles; Liens.** The Mortgagor represents and warrants that, upon delivery of this Mortgage to Mortgagee, it shall own good and merchantable fee title to the Premises, subject to no monetary liens other than this Mortgage, taxes not yet due and payable and any other liens and encumbrances expressly approved by Mortgagee in writing. Mortgagor represents and warrants that no mechanics', laborers', materialmen's, statutory, or other lien or encumbrance, other than the liens set forth in the previous sentence, and utility easements, have been created upon or against the Premises, and Mortgagor agrees that it shall not permit or suffer any liens or encumbrances of any kind, other than as set forth in this section, to be filed against the Premises for so long as any Obligations are outstanding. Notwithstanding the foregoing, Mortgagor may, with Mortgagee's prior written consent, allow mechanics' or other such liens (including real estate tax liens existing due to the contest of the assessment) to exist upon the Premises for so long as Mortgagor: (i) is, in good faith and by appropriate proceeding, contesting the validity, applicability or amount of the lien, (ii) delivers to Mortgagee security adequate (in Mortgagee's sole discretion) to protect Mortgagee's lien position on the Premises; and (iii) promptly pays any amount adjudged by a court of competent jurisdiction to be due, no later than the date such adjudication becomes final.

16. **Remedies Upon Default.**

(a) During the continuation of a Default, at the option of Mortgagee and without notice to Mortgagor (except as may be set forth in the Note with respect to the Default or required by applicable law), all Obligations secured by this Mortgage shall become due and payable immediately.

(b) When the Obligations become due during the continuation of a Default, whether by acceleration or otherwise, and after the giving of any notice and/or after the expiration of any cure period, as set forth in the Note, Trustee, at the request of Mortgagee, shall proceed to sell, either by himself or by agent or attorney, the Premises or any part(s) thereof at public venue or outcry at the customary place to the highest bidder for cash after first giving notice as required by the statutes of the State of Missouri in respect to exercising power of sale under mortgages and deeds of trust then in effect, and upon such sale Trustee

shall receive the proceeds of such sale and shall execute and deliver deed or deeds or other instruments of conveyance, assignment and transfer to the property sold, to the purchaser or purchasers thereof.

In any sale or sales made by Trustee under the power herein granted: (1) the whole of the Premises, real, personal and mixed, may be sold in one parcel as an entirety, or the Premises may be sold in separate parcels as may be determined by Trustee in his discretion; (2) all recitals contained in any deed or other instrument of conveyance, assignment or transfer made and delivered by Trustee in pursuance of the powers granted and conferred herein, shall be *prima facie* evidence of the facts therein set forth; (3) such sale or sales shall operate to divest Mortgagor of all right, title, interest, claim and demand, either at law or in equity, under statute or otherwise, in and to the Premises and every part thereof so sold and shall be a perpetual bar, both in law or equity, against Mortgagor and any and all persons claiming or to claim from, through or under Mortgagor; and (4) Mortgagee may bid for and purchase the Premises or any part thereof and may make payment therefor by presenting to Trustee the Note secured hereby or the other evidences of the Obligations secured hereby so that there may be endorsed as paid thereon the amount of such bid which is to be applied to the payment of the Obligations secured hereby as herein provided. Each time it shall become necessary to insert an advertisement of foreclosure, and sale is not had, Trustee shall be entitled to receive the sum of One Hundred Dollars (\$100.00) for services and the amount of all advertising charges from Mortgagor, all of which shall be further secured hereby. Upon the foreclosure and/or sale of the Premises, or any part thereof, the proceeds of such sale or sales shall be applied as follows: First, to the cost and expense of executing this trust, including reasonable compensation of Trustee and reasonable attorneys' fees and expenses, outlays for documentary stamps, cost of procuring title insurance commitments, continuing abstracts, title searches or examinations reasonably necessary or proper; and, next, to the payment of any and all advances made by Trustee or Mortgagee, with interest thereon as hereinabove provided; next to the payment of the balance of the Obligations secured hereby, with interest thereon as therein provided; and any surplus thereafter shall be paid to Mortgagor or any other party legally entitled thereto; provided that in the event the net proceeds of such sale or sales shall not be sufficient to pay in full the Obligations secured hereby, Mortgagor hereby promises and agrees to pay any deficiency thereon on demand with interest.

When the Obligations become due during the continuation of a Default, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage in accordance with applicable law. Without limitation of the foregoing, this Mortgage shall constitute a security agreement with respect to the personal property encumbered hereby and Mortgagee shall have all rights as a "Secured Party" under the Uniform Commercial Code. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, taxes, assessments, and insurance premiums paid by Mortgagee, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches, title examinations, environmental reports, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the suit or to evidence to bidders at any sale which may be had pursuant to the decree the true condition of the title to or the value of the Premises. All such expenditures and expenses set forth in this section shall become additional indebtedness secured by this Mortgage and immediately due and payable, with interest charged at the Default Rate, when paid or incurred by Mortgagee in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage or any of the Obligations; (ii) preparations for the commencement of any suit for the foreclosure of this Mortgage after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any actual or threatened suit or proceeding which might affect the Premises or the security of this Mortgage.

(c) The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, all costs and expenses related to the foreclosure proceedings, including all such items mentioned in the preceding subsection; second, all Obligations other than principal and interest; third, all principal and interest unpaid on the Note; fourth, any remainder to Mortgagor.

(d) Upon, or any time after, the filing of a complaint to foreclose this Mortgage the court in which the complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be occupied as a homestead or not, and Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues, and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the Rents, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the Premises during the whole of the period. The court from time to time may authorize the receiver to apply the net income in payment in whole or in part of: (i) the indebtedness secured by this Mortgage, or by any decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien of this Mortgage or of such decree, provided such application is made prior to foreclosure sale; and (ii) the deficiency in case of a sale and deficiency.

(e) In addition to any provision of this Mortgage permitting Mortgagee to take possession of the Premises, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with applicable law, to be placed in the possession of the Premises or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties and provisions granted to receivers under applicable law.

(f) No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note secured by this Mortgage.

(g) Upon any foreclosure sale, Mortgagee may bid for and purchase all or any portion of the Premises and, upon compliance with the terms of the sale and applicable law, may hold, retain, and possess and dispose of such property in its own absolute right without further accountability. Upon any foreclosure sale, the Mortgagee may apply any or all of the Obligations toward the purchase price.

(h) Mortgagor agrees, to the full extent permitted by law, that in case of a Default, neither Mortgagor nor anyone claiming through or under it shall set up, claim, or seek to take advantage of any appraisement, valuation, stay, or extension laws or any so-called "Moratorium Laws," now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Premises, or the final and absolute putting into possession of the Premises, immediately after such sale, of the purchaser thereat, and Mortgagor, for itself and all who may at any time claim through or under them, hereby waives, to the full extent that it may lawfully do, the benefit of all such laws, and any and all right to have the assets comprising the Premises marshaled upon any foreclosure of the lien of this Mortgage and agrees that Mortgagee, or any court having jurisdiction to foreclose the lien, may sell the Premises in part or as an entirety. To the full extent permitted by law, Mortgagor waives any and all rights of reinstatement, and any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on their own behalf, and on behalf of each and every person, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage. Mortgagor agrees, to the extent

permitted by law, that no recovery of any judgment by Mortgagee, and no attachment or levy of execution upon any of the Premises or any other property of Mortgagor, shall in any way affect the lien of this Mortgage upon the Premises, or any part of the Premises, or any lien, rights, powers, or remedies of Mortgagee under this Mortgage, but the lien, rights, powers, and remedies shall continue unimpaired as before, until the Obligations are paid in full.

(i) Nothing herein contained shall be construed as constituting Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Mortgagee.

(j) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon the occurrence and during the continuation of a Default of Mortgagor which are more limited than the rights that would otherwise be vested in the Mortgagee under applicable law in the absence of said provision (including, without limitation, Missouri Revised Statutes Section 443.290 to Section 443.440), Mortgagee shall be vested with the rights granted under such law to the full extent thereof.

17. **No Waiver.** No delay or omission of Mortgagee to exercise any right, power, or remedy accruing upon and during the continuance of any Default shall exhaust or impair any right, power, or remedy, or be construed to waive any Default or to constitute acquiescence therein. Every right, power, and remedy given to Mortgagee may be exercised from time to time and as often as deemed expedient by Mortgagee. No waiver of any Default under this Mortgage shall extend to or affect any subsequent Default or any other Default then existing, or impair any rights, powers, or remedies consequent. If Mortgagee (without limitation): (a) grants forbearance or an extension of time for the payment of any sums secured by this Mortgage; (b) takes other or additional security for the payment of sums secured by this Mortgage; (c) waives or does not exercise any right granted in the Note or this Mortgage; (d) releases any part of the Premises from the lien of this Mortgage; (e) consents to the filing of any map, plat, or replat of the land; (f) consents to the granting of any easement on the land; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge of this Mortgage, no such act or omission shall otherwise release, discharge, modify, change, or affect the Obligations. No such act or omission shall preclude Mortgagee from exercising any right, power, or privilege granted in this Mortgage or intended to be granted in case of any Default then existing or of any subsequent Default, nor shall the lien of this Mortgage be altered, except to the extent of any releases as described in subparagraph (d), above, of this Section.

18. **Remedies Not Exclusive.** No right, power, or remedy conferred upon or reserved to Mortgagee by the Note or this Mortgage is exclusive of any other right, power, or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to every other right, power, and remedy given under this Mortgage, the Note, or any document in connection with this Mortgage now or hereafter existing, or at law or in equity.

19. **Default Rate.** If a Default shall have occurred that remains uncured, principal and interest under the Note and all other outstanding and unpaid Obligations shall bear interest at the Default Rate.

20. **Severability.** In the event that any of the covenants, agreements, terms, or provisions contained in the Note or this Mortgage shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, or provisions contained in this Mortgage or in the Note shall be in no way affected, prejudiced, or disturbed.

21. **Modifications to this Mortgage.** Neither this Mortgage nor any term of this Mortgage may be changed, waived, discharged, or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination

is sought. Any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening, junior, or subordinate lien or encumbrance.

22. Governing Law. This Mortgage shall be construed, interpreted, enforced, and governed by and in accordance with the internal laws (as opposed to the conflict of laws principles) of the State of Missouri except that all times the provisions for enforcement of the liens, assignments and security interests in and to the Premises and all other remedies of Mortgagee, including but not limited to foreclosure or exercise of Mortgagor's STATUTORY POWER OF SALE or other POWER OF SALE (as permitted by law) and the creation, perfection and enforcement of the security interests created pursuant hereto in any collateral which is located in the state where the Premises is located shall be governed by and construed according to the law of the state where the Premises is located.

23. Further Assurances. At any time and from time to time, upon the Mortgagee's request, Mortgagor shall make, execute, and deliver, or cause to be made, executed, and delivered, to Mortgagee, and where appropriate shall cause to be recorded, registered, or filed, and from time to time thereafter to be re-recorded, re-registered, and re-filed at such time and such offices and places as shall be deemed desirable by Mortgagee, any and all further mortgages, instruments of further assurance, certificates, and other documents as the Mortgagee may reasonably consider necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as lien and security interest upon all of the Premises, whether now owned or hereafter acquired by Mortgagor, and unto all and every person or persons deriving any estate, right, title, or interest under this Mortgage. Upon any failure by Mortgagor to do so, after having been requested to do so in writing by Mortgagee, Mortgagee may make, execute, record, register, file, re-record, re-register, or re-file any and all such mortgages, instruments, certificates, and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor (which agency is coupled with an interest) to do so. The lien and security interest of the document(s) shall automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the Premises or any part of the Premises. Without limitation of the foregoing, Mortgagee shall have the right to file and continue UCC financing statements from time to time to perfect its security interest in any personal property granted herein.

24. Time is of the Essence. It is specifically agreed that time is of the essence of each and every provision of the Note and this Mortgage.

25. Notices. All notices, requests, and demands to be made under this Mortgage shall be in writing and given in accordance with the terms of the Note.

26. Construction Mortgage. To the extent construction is performed on the Premises, this Mortgage shall be a construction mortgage, as that term is defined in Section 9-334(h) of the Uniform Commercial Code, as adopted by the State of Missouri. As to any property encumbered hereby which is or hereafter becomes a "fixture" under applicable law, this Mortgage shall constitute a fixture filing under the Missouri Uniform Commercial Code. Mortgagor and Mortgagee intend that this Mortgage shall secure the unpaid balance of loan advances made pursuant to the Promissory Note by the holder hereof after this Mortgage is delivered to the applicable City Recorder for recording to the fullest extent and with the highest priority contemplated by applicable law.

27. Maximum Principal Indebtedness -- Future Advances. This Mortgage has been given and is intended to secure the full and prompt payment and performance of the Obligations described herein. This Mortgage 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 Mortgage

was recorded, all in accordance with Mo.Rev.Stat. § 443.055. The total principal amount of Obligations which may be secured hereby at any one time is \$1,771,212.00.

28. Successor and Assigns; Joint and Several Liability. This Mortgage and all its provisions, shall extend to and be binding upon Mortgagor and its successors and assigns, all persons claiming under or through Mortgagor, and the word "Mortgagor" when used in this Mortgage shall include a trustee in bankruptcy and all such persons and all persons otherwise liable for the payment of the Obligations or any part of the Obligations, whether or not such persons have executed the Note or this Mortgage. Nothing contained in this Section shall be deemed to permit any Transfer. The word "Mortgagee" when used in this Mortgage shall include the successors and assigns of Mortgagee named in this Mortgage and the holder or holders, from time to time, of the Note secured by this Mortgage. If more than one person or entity has executed this Mortgage as "Mortgagor," then the obligations of all of such persons and entities shall be joint and several.

29. Consent to Jurisdiction. Mortgagor irrevocably submits to the jurisdiction of: (a) any state or federal court sitting in the state of Missouri over any suit, action, or proceeding, brought by Mortgagee against Mortgagor, arising out of or relating to this Mortgage; (b) any state or federal court sitting in the state where the Premises is located or the state in which Mortgagor's principal place of business is located over any suit, action or proceeding, brought by Mortgagee against Mortgagor, arising out of or relating to this Deed Mortgage, the Note, or the Loan; and (c) any state court sitting in the City of the state where the Premises is located over any suit, action, or proceeding, brought by Mortgagee to enforce the liens, assignments and security interests in and to the collateral and all other rights or remedies of Mortgagee, including but not limited to foreclosure or exercise of Mortgagee's STATUTORY POWER OF SALE or other POWER OF SALE (as permitted by law). Mortgagor irrevocably waives, to the fullest extent permitted by law, any objection that Mortgagor may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any such court and any claim that any such suit, action, or proceeding brought in an inconvenient forum.

30. The Trustee hereby lets said Premises to the said Mortgagor until this instrument be released and satisfied, or until default be made in payment or performance of covenants of this Mortgage, upon the following terms, to-wit: The said Mortgagor, and every and all persons claiming or possessing such Premises or any part thereof, shall pay rent thereof during said term at one cent per month, payable upon demand and shall and will surrender peaceable possession of said Premises, and any and every part thereof to said Trustee, immediately upon such default and without notice or demand therefor, and said Trustee may thereupon rent the same for the account of the holders of the Notes secured by this Mortgage, until foreclosure is had and during any proceeding to redeem and then deliver possession to the purchaser at trustee's sale. Provided, however, that nothing in this Mortgage shall be so construed as to prevent the legal holder of said Notes secured by this Mortgage, or any of them, to have and to take every legal step and means to enforce payment of said Notes secured by this Mortgage, without having first caused the execution of the Trust herein created.

31. The Trustee may resign at any time by written instrument to that effect delivered to Mortgagee. Mortgagee shall be entitled to remove (with or without cause), at any time and from time to time, including any time before, during or after the commencement or completion of any foreclosure proceeding, the Trustee. In case of the death, removal, resignation, refusal to act or otherwise being unable to act of the Trustee, Mortgagee shall be entitled to select and appoint a successor Trustee hereunder by an instrument duly executed, acknowledged and recorded in the manner and form for conveyances of real estate in the State of Missouri, which recording may occur before, during or after the commencement or completion of any foreclosure proceeding, and any such successor Trustee shall thereupon succeed to Trustee as Trustee hereunder and to all of the rights, powers, duties, obligations and estate of said Trustee as if specifically named herein, provided no defect or irregularity in the resignation or removal of said Trustee or in the

appointment of a successor Trustee or in the execution and recording of such instrument shall affect the validity of said resignation, removal or appointment or any act or thing done by such successor Trustee pursuant thereto. Additionally, whether the recording of the successor Trustee instrument takes place before, during or after the commencement or completion of any foreclosure proceeding shall have no effect upon the validity of said proceeding. Trustee shall not be disqualified from acting as Trustee hereunder or from performing any of the duties of Trustee, or from exercising the rights, powers and remedies herein granted, by reason of the fact that Trustee is an officer, employee or stockholder of Mortgagee, or is interested, directly or indirectly, as the holder of the Note or other Obligations secured hereby, Mortgagor hereby expressly consenting to Trustee acting as Trustee irrespective of the fact that Trustee might be otherwise disqualified for any of the foregoing reasons, and that any interest which Trustee or any successor shall have or may acquire in the Obligations secured hereby, or the Premises, shall neither interfere with nor prevent his acting as Trustee or from purchasing said property at said sale or sales, and all parties waive any objection to Trustee having or acquiring any such interest in the Obligations or Premises and continuing to act as Trustee. Trustee covenants faithfully to perform and fulfill the trust herein created, but shall be liable, however, only for gross negligence or willful misconduct as determined by a court of competent jurisdiction.

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WITNESS the hand and seal of Mortgagor the day and year first above written.

4200 FOLSOM OWNER, LLC,
a Missouri limited liability company

By: City Garden Montessori School, its Manager

By: _____
Name: _____
Its: _____

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the _____ of _____, a Missouri nonprofit corporation, the Manager of Mortgagor, appeared before me this day in person and acknowledged that, as such _____, he/she signed and delivered such instrument as his/her free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description

Parcel 1:

The Eastern $\frac{1}{2}$ of Lot 14 and the Western $\frac{1}{2}$ of Lot 15 of Dundee Place in Block 4972 of the City of St. Louis, together fronting 50 feet on the South line of Folsom Avenue, by a depth Southwardly of 128 feet to an alley.

Parcel 2:

The Eastern 25 feet of Lot 15 of Dundee Place and in Block 4972 of the City of St. Louis, fronting 25 feet on the South line of Folsom Avenue, by depth of the same width along the West line of Klein Street, Southwardly of 128 feet to an alley.

Parcel 3:

The Western 25 feet of Lot 14 of Dundee Place and in Block 4972 of the City of St. Louis, fronting 25 feet on the South line of Folsom Avenue, by a depth Southwardly of 128 feet to an alley.

Common Address: 4202 Folsom Street, St. Louis, Missouri 63110

Property ID #: 49720001207, 49720001300, 49720001100

Exhibit F

Future Advance Deed of Trust, Assignment of Leases and Rents,
Security Agreement and Fixture Filing
4209 Folsom Owner, LLC

Space Above Line Reserved For Recorder's Use

1. **Title of Document:** **Future Advance Deed Of Trust, Assignment of Leases and Rents, Security Agreement And Fixture Filing**
2. **Date of Document:** **June 26, 2020**
3. **Grantor(s):** **4209 FOLSOM OWNER LLC**
Mailing Address: **1618 Tower Grove Avenue**
St. Louis, Missouri 63110
4. **Grantee(s):** **IFF**
Mailing Address: **333 South Wabash Avenue, Suite 2800**
Chicago, Illinois 60604
5. **Legal description:** **See Exhibit A annexed to the document.**
6. **Reference(s) to Book and Page(s):** **N/A**

Note: The terms "grantor" and "grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself refers to the parties by other designations.

This instrument was prepared by
and after recording return to:

IFF
Attn: Capital Solutions
333 South Wabash Avenue, Suite 2800
Chicago, IL 60604

THIS FUTURE ADVANCE DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING SECURES FUTURE ADVANCES AND FUTURE OBLIGATIONS PURSUANT TO SECTION 443.055 R.S.MO., NOT EXCEEDING THE PRINCIPAL AMOUNT OF \$1,771,212.00.

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

THIS FUTURE ADVANCE DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, (the “Mortgage”) is effective as of June 26, 2020, between

4209 FOLSOM OWNER, LLC, a Missouri limited liability company, with an address at 1618 Tower Grove Avenue, St. Louis, Missouri 63110, as GRANTOR, herein referred to as “Mortgagor,”

ROGER HERMAN, of the County of St. Louis, State of Missouri, Mailing address: 7733 Forsyth Blvd., 4th Floor, St. Louis, Missouri 63105, as “TRUSTEE”, and

IFF, an Illinois not for profit corporation, with an address of 333 South Wabash Avenue, Suite 2800, Chicago, Illinois 60604, together with its successors and assigns, as GRANTEE, herein referred to as “Mortgagee.”

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee upon a Promissory Note dated as of the date hereof, in the principal sum of FIVE HUNDRED NINETY THOUSAND FOUR HUNDRED FOUR AND NO/100 DOLLARS (\$590,404.00), payable to the order of and delivered to Mortgagee (as the same may from time to time be amended, restated, modified, replaced, supplemented or extended, the “Note,” all capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Note) by which Note Mortgagor promises to pay to the holders of the Note the principal sum and interest at the rate and in installments as provided in the Note, with a final payment of the balance due on the Maturity Date. All of the principal and interest payments are to be made payable at such place as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Mortgagee at 333 South Wabash Avenue, Suite 2800, Chicago, Illinois 60604;

NOW, THEREFORE, to secure: (a) the payment of the principal sum and interest in accordance with the terms, provisions, and limitations of the Note; (b) the payment and performance of the covenants and agreements contained in this Mortgage and the Note to be performed by Mortgagor; and (c) the payment and performance of the covenants and agreements to be performed by Mortgagor under any other

promissory notes, instruments, or other documents (including, without limitation, other security instruments), encumbering or otherwise affecting the Premises (as hereinafter defined) or any other property of Mortgagor, which may hereafter be held by Mortgagee, and also in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, Mortgagor does by these presents MORTGAGE, ASSIGN, TRANSFER, SET OVER, CONVEY AND WARRANT unto Trustee, his successors and assigns, IN TRUST, forever, all of Mortgagor's right, title and interest in and to the real estate described on the attached **Exhibit A**, situated in the **City of St. Louis, in the State of Missouri** (the "Real Estate");

TOGETHER WITH: all right, title and interest, if any, including any after-acquired right, title, and interest and including any right of use or occupancy, which Mortgagor may now have or hereafter acquire in and to: (a) all buildings, structures, improvements, tenements, easements, roads and alleys, development, air and water rights, fixtures, equipment, and appurtenances belonging to the Real Estate; (b) all current and future leases, subleases, licenses and occupancy agreements (collectively, "Leases"), and all rents, issues, deposits (including, without limitation, security deposits), income and profits of and from the Leases and the Real Estate (collectively, "Rents"), which Rents are pledged primarily and on a parity with the Real Estate and not secondarily; (c) all goods, furniture, apparatus, equipment, inventory, general intangibles and other personal property to the extent used in or on the Real Estate or in connection with the operation thereof; (d) all building materials, building supplies, work in process, contract rights related to the construction, rehabilitation, conversion or improvement of the Real Estate or any of the foregoing; (e) all insurance policies, insurance proceeds and condemnation awards related to the Real Estate; (f) all permits, approvals, licenses and authorizations related to the Real Estate; (g) all contract rights, agreements and general intangibles relating to the Real Estate or any of the foregoing; (h) all of Mortgagor's books and records relating to the foregoing; and (i) all additions to, replacements of, and all issues, products and proceeds of the property described in the foregoing clauses (a) through (h). All of the items listed are declared to be a part of the Real Estate whether physically attached to the Real Estate or not, and it is agreed that all similar apparatus, equipment, fixtures or other personal property from now on placed in or on the Real Estate by Mortgagor or its successors or assigns, and all replacements, additions, issues, products and proceeds thereto and thereof after the date of this Mortgage shall be considered as constituting part of the Real Estate. The property described in this paragraph, together with Mortgagor's interest in the Real Estate, are hereinafter collectively referred to as the "Premises."

TO HAVE AND TO HOLD the Premises unto Trustee, his successors and assigns, forever, IN TRUST, forever, for the purposes and uses set forth in this Mortgage, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Missouri, which rights and benefits Mortgagor does expressly release and waive.

MORTGAGOR FURTHER REPRESENTS, WARRANTS, COVENANTS, AND AGREES AS FOLLOWS:

1. **Repair; Restoration, Compliance With Law; Inspection.** Mortgagor shall: (a) promptly repair, restore, and rebuild any buildings or improvements (or portions thereof) now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly permitted in this Mortgage; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of the prior lien to Mortgagee; (d) comply with all laws, codes, statutes, rules, ordinances, regulations or other requirements of governmental authorities (including, without limitation, the Americans With Disabilities Act) (collectively, "Laws") with respect to Mortgagor or the Premises or the use of the Premises; and (e) make no material alterations in the Premises except as required by Law or approved by Mortgagee. Mortgagee shall have the right, upon reasonable

prior notice, to inspect the Premises together with all of Mortgagor's books and records at all reasonable times.

2. Real Estate Taxes. Mortgagor shall cause all general taxes to be paid before any penalty attaches, and shall cause all special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises to be paid when due, and shall, upon written request, furnish to Mortgagee duplicate receipts for those payments. To prevent default under this Mortgage, Mortgagor shall cause to be paid in full under protest, in the manner provided by statute, any tax or assessment which is being contested.

3. Other Taxes. In the event of the enactment after this date of any Law deducting from the value of land for the purpose of taxation any lien on the Premises, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured by this Mortgage or the holder of this Mortgage, then Mortgagor, upon demand by Mortgagee, shall pay the taxes or assessments, or reimburse Mortgagee for the taxes or assessments; provided, however, that if in the reasonable opinion of Mortgagee: (a) it might be unlawful to require Mortgagor to make the payment; or (b) the making of the payment might result in the imposition of interest beyond the maximum amount permitted by law, then Mortgagee may elect, by written notice given to Mortgagor, to declare all of the indebtedness secured by this Mortgage to be due and payable sixty (60) days from the date of notice. If, by the laws of the United States of America or of any state having jurisdiction on the Premises, any tax is due or becomes due in respect of the Note, Mortgagor shall pay such tax in the manner required by such law.

4. Protective Advances. Upon the occurrence of a Default, Mortgagee may, but need not: make any payment or perform any act required of Mortgagor in any form and manner deemed expedient, and, in addition thereto, may, but need not, make full or partial payments of principal or interest on prior or subordinate encumbrances, if any; purchase, discharge, compromise or settle any tax lien or other prior or subordinate lien, title, or claim on the Premises; redeem from any tax sale or forfeiture affecting the Premises; contest any tax or assessment; pay any insurance premium, or make any other payment or perform any other act or obligation necessary or expedient, in Mortgagee's reasonable discretion, to protect the Premises and Mortgagee's interest therein. All amounts paid for any of the purposes authorized above and all expenses paid or incurred in connection with the purposes authorized above, including reasonable attorney's fees and expenses, and any other moneys advanced by Mortgagee to cure Mortgagor's default or protect the Premises and Mortgagee's lien on the Premises, shall be additional indebtedness secured by this Mortgage and shall become immediately due and payable upon prompt notice given to Mortgagor, with interest charged at the lesser of the Default Rate or the highest rate permitted under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any default on the part of Mortgagor. Mortgagee making any payment authorized by this Mortgage relating to taxes or assessments, may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement, or estimate or into the validity of the tax, assessment, sale, forfeiture, tax lien, title, or claim.

5. Provisions Regarding Assignment of Rents and Leases. Mortgagor hereby presently assigns to Mortgagee all of Mortgagor's right, title and interest in and to any and all Leases with respect to the Real Estate, and all Rents from the Leases and the Real Estate. Mortgagor grants to Mortgagee, with or without Mortgagee or any other person (including, without limitation, a receiver) taking possession of the Premises, the right to give notice to the tenants under the Leases of this assignment, to collect the Rents from such tenants, to enter onto the Premises for purposes of collecting the Rents, to let the Premises, and

to apply such Rents (after payment of all charges and expenses relating to the Premises) to the Obligations. Mortgagor intends that the assignment of Leases and Rents set forth herein shall constitute a present, absolute and unconditional assignment, and not merely an assignment for additional security only. Notwithstanding the foregoing assignment of the Leases and Rents, subject to the terms of this paragraph, Mortgagee grants to Mortgagor a revocable license to operate and manage the Premises and to collect the Rents so long as no Default exists. Upon a Default, the license granted to Mortgagor herein shall automatically be revoked, and Mortgagee shall immediately be entitled to receive and apply all Rents, whether or not Mortgagee enters upon and takes control of the Premises. The foregoing assignment of the Leases and Rents to Mortgagee shall not be construed to bind Mortgagee to the performance of any of the covenants, conditions or provisions contained in any of the Leases. The foregoing assignment of the Leases and Rents shall continue in effect until the Obligations are fully paid and performed. Mortgagor hereby agrees to indemnify Mortgagee for, and hold Mortgagee 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 Premises upon Mortgagee, nor make Mortgagee liable for any negligence or other tortious conduct, whether by Mortgagee or any other person, with respect to the management, operation, upkeep, repair or control of the Premises resulting in injury, death, property or other damage of any nature whatsoever. Mortgagor shall not cancel, amend or otherwise modify the terms and conditions of any Lease without obtaining Mortgagee's prior consent; nor shall Mortgagor accept payments of rent or the like more than one month in advance without obtaining Mortgagee's prior consent. Mortgagee may exercise Mortgagee's rights from time to time under this section without first commencing foreclosure proceedings against the Premises if Mortgagee so elects. Any such election by Mortgagee to exercise Mortgagee's rights from time to time under this section shall not prohibit Mortgagee from simultaneously or thereafter foreclosing upon the Premises or exercising any other rights available to Mortgagee hereunder or at law.

6. Impounds. At Mortgagee's election, Mortgagor shall periodically deposit with Mortgagee such sums as Mortgagee may reasonably require for payment of taxes, insurance, and assessments on the Premises. If the amount held by Mortgagee or Mortgagee's agent on account of taxes, insurance and/or assessments exceeds the amount required for payment of those items, together with a reasonable reserve, said excess shall be refunded to Mortgagor in the normal course of Mortgagee's or Mortgagee's agent's business. No deposit shall bear any interest.

7. Modification of Obligations. If the payment of, or on account of, the Obligations (as hereinafter defined) or any part thereof is modified, extended or varied or if any part of the security therefor is released, all persons now or at any time liable therefor, or interested in the Premises, shall be held to assent to such modification, extension, variation or release, and their liability and the lien and all provisions of this Mortgage shall continue in full force and effect, the right of recourse against all persons being expressly reserved by Mortgagee, notwithstanding such modification, extension, variation, or release.

8. Release. Mortgagee shall release this Mortgage and the lien of this Mortgage by proper instrument upon payment and discharge of all of the Obligations secured by this Mortgage and the payment of a reasonable fee to Mortgagee for the execution of such release.

9. Insurance and Casualty.

(a) Mortgagor shall maintain or cause to be maintained during the term of the Loan:

(i) Fire and extended coverage insurance (including, without limitation, windstorm, explosion, and such other risks usually insured against by owners of like properties) on the Premises in an amount equal to one hundred percent (100%) of the full replacement cost of the Premises;

(ii) Comprehensive public liability insurance against claims for personal injury, including, without limitation, bodily injury, death, or property damage occurring on, in, or about the Premises in an amount of not less than \$1,000,000.00 with respect to personal injury or death to one or more persons and \$500,000.00 with respect to damage to property, and with "umbrella" liability coverage of not less than \$1,000,000.00, or such greater amounts as may from time to time be reasonably required by Mortgagee;

(iii) If the Premises is located in a Zone A or Zone B flood hazard zone, flood plain insurance in an amount reasonably satisfactory to Mortgagee, but in no event less than one hundred percent (100%) of the full insurable value of the Premises and the personal property contained therein; and

(iv) For so long as any construction is being performed on the Premises: (A) "All Risk, Builders' Risk Completed Value Non-Reporting Form" insurance in an amount equal to 100% of the completed insurable value of the Premises, with extended coverage; (B) for the general contractor (and/or, if appropriate, subcontractors) workmen's compensation, employees' liability and comprehensive liability insurance (including contractual liability) with limits of \$1,000,000.00 with respect to personal injury or death for one or more persons; and (C) for the architect, professional liability insurance in form and amounts satisfactory to Mortgagee.

All insurance shall be written by companies and on forms with endorsements satisfactory to Mortgagee, all with suitable loss payable and standard noncontribution mortgagee clauses in favor of Mortgagee (or, in case of a foreclosure sale, in favor of the owner of the certificate of sale) attached, and originals or certified copies of certificates of insurance evidencing such policies shall be kept constantly deposited with Mortgagee. At such times as Mortgagee shall reasonably request, Mortgagor shall cause Mortgagor's insurer to provide an opinion letter to Mortgagee stating that Mortgagor's insurance policies are in compliance and fulfill all of the requirements of this section. All policies shall provide for, and the certificates of insurance delivered to Mortgagee shall reflect, the insurer's agreement to provide, among other things, written notice to Mortgagee of the expiration or any anticipated cancellation of any insurance policies at least thirty (30) days prior to such event occurring. Not less than thirty (30) days prior to the expiration of any policy, a certified copy of a certificate of insurance evidencing the renewal policy shall be deposited with Mortgagee.

Statutory Notice-Insurance The following notice is given pursuant to Section 427.120 of the Missouri Revised Statutes; nothing contained in such notice shall be deemed to limit or modify the terms of the Loan Documents.

UNLESS YOU (BORROWER/MORTGAGOR) PROVIDE EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY YOUR AGREEMENT WITH US (LENDER/MORTGAGEE), 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.

(b) In case of loss or casualty to any portion of the Premises, Mortgagee is authorized to collect all insurance proceeds and apply them, at its option, to the reduction of the Obligations hereby secured, whether due or not then due, or, at Mortgagee's sole and absolute option, Mortgagee may allow Mortgagor to use such money, or any part thereof, in repairing the damage or restoring the Premises. If such proceeds are released for the purpose of restoring the Premises, then such disbursement shall be subject to the conditions and procedures as Mortgagee may in its sole discretion impose.

(c) Mortgagor shall notify Mortgagee, in writing, of any casualty or loss to the Premises and Mortgagor hereby directs each insurance company to make payment for the loss directly and solely to Mortgagee; and Mortgagor agrees that any payment which is delivered, for any reason, to Mortgagor shall be held in trust for Mortgagee and promptly delivered in the form received (except for any necessary endorsements) to Mortgagee.

(d) In addition to other remedies available under this Mortgage, if after Mortgagee's reasonable request, Mortgagor fails to provide Mortgagee with evidence of the foregoing insurance coverage required to be carried by Mortgagor under this Mortgage, Mortgagee may purchase such insurance at Mortgagor's expense for the purpose of protecting Mortgagee's interest in the Premises. Any insurance purchased by Mortgagee may, but need not, protect the interest of Mortgagor in the Premises. The insurance coverage purchased by Mortgagee may or may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Premises. Provided that Mortgagee has not commenced foreclosure proceedings, elected to accelerate the amounts due and owing under the Note, and Mortgagor is not otherwise in default under this Mortgage, Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchases insurance for the Premises, Mortgagor shall be liable and shall reimburse Mortgagee for the costs of that insurance, including, but not limited to the interest, labor charges, and other charges that Mortgagee reasonably imposes in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of insurance purchased by Mortgagee may be added to the total outstanding balance or obligation secured by this Mortgage and evidenced by the Note. The costs of the insurance purchased by Mortgagee may exceed the cost of insurance Mortgagor would otherwise be able to obtain.

10. Condemnation.

(a) If all or any part of the Premises shall be taken through condemnation, and the taking would, in the reasonable judgment of Mortgagee, render all or any part of the Premises not reasonably accessible or not in compliance with applicable Laws by reason of insufficient lot area, parking spaces, or otherwise, all Obligations shall, upon notice to Mortgagor, become due and payable at once at the option of Mortgagee, whether or not a Default has occurred.

(b) In the event Mortgagee does not exercise its right to accelerate the Loan pursuant to the terms and provisions of section (a) above, Mortgagee shall be entitled to all awards (which term when used in this Mortgage shall include all compensation, awards, damages, claims, rights of action, proceeds, and other payments of relief) of, or on account of, any damage or taking through condemnation of the

Premises, or any part of the Premises (to the extent of the amount outstanding under the Note), and is hereby authorized, at its option, to commence, appear in, and prosecute in its own or Mortgagor's name any action or proceeding relating to any condemnation and to settle or compromise any claim in connection with any action or proceeding. All awards and the right to those awards are included in the Premises, and Mortgagee, after deducting all its expenses, including reasonable attorneys' fees, at its option may apply such net proceeds in such manner as Mortgagee shall determine, to the reduction of the Obligations without regard to whether the Obligations are or are not then due. In the event any net proceeds remain thereafter, such net proceeds shall be paid to Mortgagor. Mortgagor agrees to execute further assignments of any awards as Mortgagee may reasonably require.

11. No Transfer; Due on Sale. Mortgagor shall not, without Mortgagee's prior written consent (which consent may be withheld in Mortgagee's sole and absolute discretion), whether directly, indirectly, by operation of law or otherwise, transfer, sell, convey, alien, pledge, hypothecate, encumber, lease, sublease, or mortgage all or any portion of the Premises (or any beneficial interest in the land trust, if title to the Premises is held by a land trust) or any legal or equitable interest in the Premises or in Mortgagor (or the beneficiary of the land trust, if title to the Premises is held by a land trust) (any of the foregoing being a "Transfer"), regardless of form. Any violation of the foregoing provisions of this Section 11 shall immediately be deemed a "Default." Mortgagor shall not suffer or permit the Premises, or any portion of the Premises, to be used by any individual, entity, or the public, in any manner that might tend to impair Mortgagor's title to the Premises, or any portion of the Premises, or in such a manner that might make possible a claim or claims of easement by prescription or adverse possession by the public, or of implied dedication of the Premises or any portion of the Premises.

12. Indemnification. Mortgagor shall defend, indemnify, save, and hold harmless Mortgagee from and against, and promptly pay to, or reimburse Mortgagee for, all loss, cost, expense, and liability suffered or incurred by Mortgagee, including, but not limited to, all reasonable attorneys' fees and court costs, incurred by or asserted against Mortgagee resulting from, arising out of, relating to, or caused by any action or inaction of Mortgagor, or any condition existing on, under, or in the Premises, including, without limitation, the following: (a) the breach or inaccuracy of any representation, warranty, agreement, or covenant of Mortgagor set forth in the Note, this Mortgage, or any other document executed in connection with the Loan; (b) the release or threatened release (as such terms are used in CERCLA, 42 U.S.C. 9607 (a)(4)) of any waste, pollutant, hazardous or toxic substance or waste, special waste, petroleum, petroleum-based substance or waste, product or by-product, or any constituent of any such substance, waste or product (collectively, "Contaminant") in, under, above, on, at or from the Premises into the indoor or outdoor environment; (c) the off-site migration, at any time of any Contaminant located in or on the Premises; or (d) the presence of asbestos or asbestos-containing material, lead, petroleum, petroleum products or any other Contaminant in, under, above, on, at or from the Premises; provided, however, the foregoing indemnities shall not be available to Mortgagee to the extent such loss, costs, expense, and liability suffered or incurred by Mortgagee arises out of, relates to, or is caused by Mortgagee's gross negligence or willful misconduct.

13. Additional Covenants. Mortgagor also covenants and agrees as follows:

(a) Mortgagor shall pay and perform each obligation of "Borrower" under the Note in accordance with the terms thereof;

(b) Mortgagor shall maintain and preserve the lien of this Mortgage until the principal and interest on the Note have been paid in full and all other obligations of Mortgagor set forth in the Note, this Mortgage and all other Loan Documents have been fully satisfied (collectively, the "Obligations");

(c) Mortgagor shall use the proceeds of the Loan to refinance (i) an existing IFF Loan for leasehold improvements on the property at 1618 Tower Grove, St. Louis Missouri 63110, (ii) existing debt and related closing costs associated with acquiring the property located at 4202 Folsom Avenue, St. Louis, Missouri 63110, and (iii) existing debt and related closing costs associated with acquiring the property located at 4209 Folsom Avenue, St. Louis, Missouri 63110;

(d) Mortgagor shall carry on any construction permitted by this Mortgage, in compliance with all applicable Laws;

(e) Mortgagor shall promptly give written notice to Mortgagee of: (i) any action or event of which it has knowledge that may materially or adversely affect its ability to pay, or perform any of the Obligations and (ii) any notice of default or other material notice received or given in connection with any other mortgage, lease, or agreement encumbering the Premises; and

(f) Unless Mortgagor notifies the Mortgagee in writing, Mortgagee may use the Premises and/or the Mortgagor's name for publicity purposes.

14. Representations and Warranties. Mortgagor represents and warrants the following as of the date of this Mortgage and agrees that the following shall be true and correct at all times during the term of this Mortgage:

(a) Mortgagor is seized of an indefeasible estate in fee simple to the Premises and has good right, full power, and lawful authority to mortgage and pledge the same as provided in this Mortgage, and Mortgagor may at all times peaceably and quietly enter upon, hold, occupy, and enjoy the Premises in accordance with the terms of this Mortgage;

(b) There are no actions, suits, or proceedings pending, or, to the best of Mortgagor's knowledge, threatened, against or affecting Mortgagor or the Premises;

(c) Electric, sewer, water, telephone facilities and any other necessary utilities are or after completion of construction will be, and Mortgagor shall cause those facilities at all times to be, available in sufficient capacity to service the Premises satisfactorily, and any easements necessary to the furnishing of utility service to the Premises have been or will be obtained and duly recorded or registered;

(d) Mortgagor has obtained all necessary consents, approvals, licenses, and permits in connection with the Premises, and any construction contemplated to be performed on the Premises, and the granting of this Mortgage, and the Premises complies in all respects with applicable zoning laws and regulations;

(e) The Premises complies in all respects with all applicable Laws;

(f) Mortgagor is not in default under any other mortgage encumbering the Premises;

(g) There are no outstanding options or agreements to purchase or rights of first refusal to purchase affecting the Premises, and Mortgagor has not received written or verbal notice that (i) a taking or condemnation has been commenced or is contemplated with respect to all or any portion of the Premises, or (ii) a relocation of roadways providing direct access to the Premises has been commenced or is contemplated;

(h) The Premises is assessed for real estate tax purposes as one or more wholly independent tax lot or lots, separate from any adjoining land or improvements not constituting a part of such lot or lots,

and no other land or improvements not constituting part of the Premises is or will be assessed and taxed together with the Premises or any portion thereof; furthermore, there are no pending or, to the knowledge of Mortgagor, proposed special or other assessments for public improvements or otherwise affecting the Premises, nor, to the knowledge of Mortgagor, are there any contemplated improvements to the Premises that may result in such special or other assessments; and

(i) To the best of Mortgagor's knowledge, information and belief after due and diligent inquiry, and except as disclosed in the environmental due diligence provided by Mortgagor to Mortgagee (i) the Premises is not in violation of any applicable federal, state or local environmental laws or regulations ("Environmental Laws"), (ii) no hazardous substances (as defined under Environmental Laws) ("Hazardous Substances") are located on or have been handled, generated, stored, processed or disposed of on or released or discharged from the Premises (including underground contamination) except for those *de minimis* substances used by Mortgagor or its tenants in the ordinary course of its or their business or occupancy and in compliance with all Environmental Laws; (iii) the Premises is not subject to any private or governmental lien or judicial or administrative notice or action relating to Hazardous Substances; (iv) there are no existing or closed underground storage tanks or other underground storage receptacles for Hazardous Substances on or under the Premises; and (v) Mortgagor has received no notice of, and to the best of Mortgagor's knowledge, information and belief after due and diligent inquiry, there exists no investigation, action, proceeding or claims by any governmental agency for any liability, penalty, sanction or judgment under any Environmental Laws with respect to any condition, use or operation of the Premises, nor does Mortgagor know of any basis for such a claim.

15. **Titles; Liens.** The Mortgagor represents and warrants that, upon delivery of this Mortgage to Mortgagee, it shall own good and merchantable fee title to the Premises, subject to no monetary liens other than this Mortgage, taxes not yet due and payable and any other liens and encumbrances expressly approved by Mortgagee in writing. Mortgagor represents and warrants that no mechanics', laborers', materialmen's, statutory, or other lien or encumbrance, other than the liens set forth in the previous sentence, and utility easements, have been created upon or against the Premises, and Mortgagor agrees that it shall not permit or suffer any liens or encumbrances of any kind, other than as set forth in this section, to be filed against the Premises for so long as any Obligations are outstanding. Notwithstanding the foregoing, Mortgagor may, with Mortgagee's prior written consent, allow mechanics' or other such liens (including real estate tax liens existing due to the contest of the assessment) to exist upon the Premises for so long as Mortgagor: (i) is, in good faith and by appropriate proceeding, contesting the validity, applicability or amount of the lien, (ii) delivers to Mortgagee security adequate (in Mortgagee's sole discretion) to protect Mortgagee's lien position on the Premises; and (iii) promptly pays any amount adjudged by a court of competent jurisdiction to be due, no later than the date such adjudication becomes final.

16. **Remedies Upon Default.**

(a) During the continuation of a Default, at the option of Mortgagee and without notice to Mortgagor (except as may beset forth in the Note with respect to the Default or required by applicable law), all Obligations secured by this Mortgage shall become due and payable immediately.

(b) When the Obligations become due during the continuation of a Default, whether by acceleration or otherwise, and after the giving of any notice and/or after the expiration of any cure period, as set forth in the Note, Trustee, at the request of Mortgagee, shall proceed to sell, either by himself or by agent or attorney, the Premises or any part(s) thereof at public venue or outcry at the customary place to the highest bidder for cash after first giving notice as required by the statutes of the State of Missouri in respect to exercising power of sale under mortgages and deeds of trust then in effect, and upon such sale Trustee

shall receive the proceeds of such sale and shall execute and deliver deed or deeds or other instruments of conveyance, assignment and transfer to the property sold, to the purchaser or purchasers thereof.

In any sale or sales made by Trustee under the power herein granted: (1) the whole of the Premises, real, personal and mixed, may be sold in one parcel as an entirety, or the Premises may be sold in separate parcels as may be determined by Trustee in his discretion; (2) all recitals contained in any deed or other instrument of conveyance, assignment or transfer made and delivered by Trustee in pursuance of the powers granted and conferred herein, shall be *prima facie* evidence of the facts therein set forth; (3) such sale or sales shall operate to divest Mortgagor of all right, title, interest, claim and demand, either at law or in equity, under statute or otherwise, in and to the Premises and every part thereof so sold and shall be a perpetual bar, both in law or equity, against Mortgagor and any and all persons claiming or to claim from, through or under Mortgagor; and (4) Mortgagee may bid for and purchase the Premises or any part thereof and may make payment therefor by presenting to Trustee the Note secured hereby or the other evidences of the Obligations secured hereby so that there may be endorsed as paid thereon the amount of such bid which is to be applied to the payment of the Obligations secured hereby as herein provided. Each time it shall become necessary to insert an advertisement of foreclosure, and sale is not had, Trustee shall be entitled to receive the sum of One Hundred Dollars (\$100.00) for services and the amount of all advertising charges from Mortgagor, all of which shall be further secured hereby. Upon the foreclosure and/or sale of the Premises, or any part thereof, the proceeds of such sale or sales shall be applied as follows: First, to the cost and expense of executing this trust, including reasonable compensation of Trustee and reasonable attorneys' fees and expenses, outlays for documentary stamps, cost of procuring title insurance commitments, continuing abstracts, title searches or examinations reasonably necessary or proper; and, next, to the payment of any and all advances made by Trustee or Mortgagee, with interest thereon as hereinabove provided; next to the payment of the balance of the Obligations secured hereby, with interest thereon as therein provided; and any surplus thereafter shall be paid to Mortgagor or any other party legally entitled thereto; provided that in the event the net proceeds of such sale or sales shall not be sufficient to pay in full the Obligations secured hereby, Mortgagor hereby promises and agrees to pay any deficiency thereon on demand with interest.

When the Obligations become due during the continuation of a Default, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage in accordance with applicable law. Without limitation of the foregoing, this Mortgage shall constitute a security agreement with respect to the personal property encumbered hereby and Mortgagee shall have all rights as a "Secured Party" under the Uniform Commercial Code. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, taxes, assessments, and insurance premiums paid by Mortgagee, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches, title examinations, environmental reports, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the suit or to evidence to bidders at any sale which may be had pursuant to the decree the true condition of the title to or the value of the Premises. All such expenditures and expenses set forth in this section shall become additional indebtedness secured by this Mortgage and immediately due and payable, with interest charged at the Default Rate, when paid or incurred by Mortgagee in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage or any of the Obligations; (ii) preparations for the commencement of any suit for the foreclosure of this Mortgage after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any actual or threatened suit or proceeding which might affect the Premises or the security of this Mortgage.

(c) The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, all costs and expenses related to the foreclosure proceedings, including all such items mentioned in the preceding subsection; second, all Obligations other than principal and interest; third, all principal and interest unpaid on the Note; fourth, any remainder to Mortgagor.

(d) Upon, or any time after, the filing of a complaint to foreclose this Mortgage the court in which the complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be occupied as a homestead or not, and Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues, and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the Rents, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the Premises during the whole of the period. The court from time to time may authorize the receiver to apply the net income in payment in whole or in part of: (i) the indebtedness secured by this Mortgage, or by any decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien of this Mortgage or of such decree, provided such application is made prior to foreclosure sale; and (ii) the deficiency in case of a sale and deficiency.

(e) In addition to any provision of this Mortgage permitting Mortgagee to take possession of the Premises, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with applicable law, to be placed in the possession of the Premises or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties and provisions granted to receivers under applicable law.

(f) No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note secured by this Mortgage.

(g) Upon any foreclosure sale, Mortgagee may bid for and purchase all or any portion of the Premises and, upon compliance with the terms of the sale and applicable law, may hold, retain, and possess and dispose of such property in its own absolute right without further accountability. Upon any foreclosure sale, the Mortgagee may apply any or all of the Obligations toward the purchase price.

(h) Mortgagor agrees, to the full extent permitted by law, that in case of a Default, neither Mortgagor nor anyone claiming through or under it shall set up, claim, or seek to take advantage of any appraisement, valuation, stay, or extension laws or any so-called "Moratorium Laws," now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Premises, or the final and absolute putting into possession of the Premises, immediately after such sale, of the purchaser thereat, and Mortgagor, for itself and all who may at any time claim through or under them, hereby waives, to the full extent that it may lawfully do, the benefit of all such laws, and any and all right to have the assets comprising the Premises marshaled upon any foreclosure of the lien of this Mortgage and agrees that Mortgagee, or any court having jurisdiction to foreclose the lien, may sell the Premises in part or as an entirety. To the full extent permitted by law, Mortgagor waives any and all rights of reinstatement, and any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on their own behalf, and on behalf of each and every person, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage. Mortgagor agrees, to the extent

permitted by law, that no recovery of any judgment by Mortgagee, and no attachment or levy of execution upon any of the Premises or any other property of Mortgagor, shall in any way affect the lien of this Mortgage upon the Premises, or any part of the Premises, or any lien, rights, powers, or remedies of Mortgagee under this Mortgage, but the lien, rights, powers, and remedies shall continue unimpaired as before, until the Obligations are paid in full.

(i) Nothing herein contained shall be construed as constituting Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Mortgagee.

(j) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon the occurrence and during the continuation of a Default of Mortgagor which are more limited than the rights that would otherwise be vested in the Mortgagee under applicable law in the absence of said provision (including, without limitation, Missouri Revised Statutes Section 443.290 to Section 443.440), Mortgagee shall be vested with the rights granted under such law to the full extent thereof.

17. No Waiver. No delay or omission of Mortgagee to exercise any right, power, or remedy accruing upon and during the continuance of any Default shall exhaust or impair any right, power, or remedy, or be construed to waive any Default or to constitute acquiescence therein. Every right, power, and remedy given to Mortgagee may be exercised from time to time and as often as deemed expedient by Mortgagee. No waiver of any Default under this Mortgage shall extend to or affect any subsequent Default or any other Default then existing, or impair any rights, powers, or remedies consequent. If Mortgagee (without limitation): (a) grants forbearance or an extension of time for the payment of any sums secured by this Mortgage; (b) takes other or additional security for the payment of sums secured by this Mortgage; (c) waives or does not exercise any right granted in the Note or this Mortgage; (d) releases any part of the Premises from the lien of this Mortgage; (e) consents to the filing of any map, plat, or replat of the land; (f) consents to the granting of any easement on the land; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge of this Mortgage, no such act or omission shall otherwise release, discharge, modify, change, or affect the Obligations. No such act or omission shall preclude Mortgagee from exercising any right, power, or privilege granted in this Mortgage or intended to be granted in case of any Default then existing or of any subsequent Default, nor shall the lien of this Mortgage be altered, except to the extent of any releases as described in subparagraph (d), above, of this Section.

18. Remedies Not Exclusive. No right, power, or remedy conferred upon or reserved to Mortgagee by the Note or this Mortgage is exclusive of any other right, power, or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to every other right, power, and remedy given under this Mortgage, the Note, or any document in connection with this Mortgage now or hereafter existing, or at law or in equity.

19. Default Rate. If a Default shall have occurred that remains uncured, principal and interest under the Note and all other outstanding and unpaid Obligations shall bear interest at the Default Rate.

20. Severability. In the event that any of the covenants, agreements, terms, or provisions contained in the Note or this Mortgage shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, or provisions contained in this Mortgage or in the Note shall be in no way affected, prejudiced, or disturbed.

21. Modifications to this Mortgage. Neither this Mortgage nor any term of this Mortgage may be changed, waived, discharged, or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination

is sought. Any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening, junior, or subordinate lien or encumbrance.

22. Governing Law. This Mortgage shall be construed, interpreted, enforced, and governed by and in accordance with the internal laws (as opposed to the conflict of laws principles) of the State of Missouri except that all times the provisions for enforcement of the liens, assignments and security interests in and to the Premises and all other remedies of Mortgagee, including but not limited to foreclosure or exercise of Mortgagor's STATUTORY POWER OF SALE or other POWER OF SALE (as permitted by law) and the creation, perfection and enforcement of the security interests created pursuant hereto in any collateral which is located in the state where the Premises is located shall be governed by and construed according to the law of the state where the Premises is located.

23. Further Assurances. At any time and from time to time, upon the Mortgagee's request, Mortgagor shall make, execute, and deliver, or cause to be made, executed, and delivered, to Mortgagee, and where appropriate shall cause to be recorded, registered, or filed, and from time to time thereafter to be re-recorded, re-registered, and re-filed at such time and such offices and places as shall be deemed desirable by Mortgagee, any and all further mortgages, instruments of further assurance, certificates, and other documents as the Mortgagee may reasonably consider necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as lien and security interest upon all of the Premises, whether now owned or hereafter acquired by Mortgagor, and unto all and every person or persons deriving any estate, right, title, or interest under this Mortgage. Upon any failure by Mortgagor to do so, after having been requested to do so in writing by Mortgagee, Mortgagee may make, execute, record, register, file, re-record, re-register, or re-file any and all such mortgages, instruments, certificates, and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor (which agency is coupled with an interest) to do so. The lien and security interest of the document(s) shall automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the Premises or any part of the Premises. Without limitation of the foregoing, Mortgagee shall have the right to file and continue UCC financing statements from time to time to perfect its security interest in any personal property granted herein.

24. Time is of the Essence. It is specifically agreed that time is of the essence of each and every provision of the Note and this Mortgage.

25. Notices. All notices, requests, and demands to be made under this Mortgage shall be in writing and given in accordance with the terms of the Note.

26. Construction Mortgage. To the extent construction is performed on the Premises, this Mortgage shall be a construction mortgage, as that term is defined in Section 9-334(h) of the Uniform Commercial Code, as adopted by the State of Missouri. As to any property encumbered hereby which is or hereafter becomes a "fixture" under applicable law, this Mortgage shall constitute a fixture filing under the Missouri Uniform Commercial Code. Mortgagor and Mortgagee intend that this Mortgage shall secure the unpaid balance of loan advances made pursuant to the Promissory Note by the holder hereof after this Mortgage is delivered to the applicable City Recorder for recording to the fullest extent and with the highest priority contemplated by applicable law.

27. Maximum Principal Indebtedness -- Future Advances. This Mortgage has been given and is intended to secure the full and prompt payment and performance of the Obligations described herein. This Mortgage 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 Mortgage

was recorded, all in accordance with Mo.Rev.Stat. § 443.055. The total principal amount of Obligations which may be secured hereby at any one time is \$1,771,212.00.

28. Successor and Assigns; Joint and Several Liability. This Mortgage and all its provisions, shall extend to and be binding upon Mortgagor and its successors and assigns, all persons claiming under or through Mortgagor, and the word "Mortgagor" when used in this Mortgage shall include a trustee in bankruptcy and all such persons and all persons otherwise liable for the payment of the Obligations or any part of the Obligations, whether or not such persons have executed the Note or this Mortgage. Nothing contained in this Section shall be deemed to permit any Transfer. The word "Mortgagee" when used in this Mortgage shall include the successors and assigns of Mortgagee named in this Mortgage and the holder or holders, from time to time, of the Note secured by this Mortgage. If more than one person or entity has executed this Mortgage as "Mortgagor," then the obligations of all of such persons and entities shall be joint and several.

29. Consent to Jurisdiction. Mortgagor irrevocably submits to the jurisdiction of: (a) any state or federal court sitting in the state of Missouri over any suit, action, or proceeding, brought by Mortgagee against Mortgagor, arising out of or relating to this Mortgage; (b) any state or federal court sitting in the state where the Premises is located or the state in which Mortgagor's principal place of business is located over any suit, action or proceeding, brought by Mortgagee against Mortgagor, arising out of or relating to this Deed Mortgage, the Note, or the Loan; and (c) any state court sitting in the City of the state where the Premises is located over any suit, action, or proceeding, brought by Mortgagee to enforce the liens, assignments and security interests in and to the collateral and all other rights or remedies of Mortgagee, including but not limited to foreclosure or exercise of Mortgagee's STATUTORY POWER OF SALE or other POWER OF SALE (as permitted by law). Mortgagor irrevocably waives, to the fullest extent permitted by law, any objection that Mortgagor may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any such court and any claim that any such suit, action, or proceeding brought in an inconvenient forum.

30. The Trustee hereby lets said Premises to the said Mortgagor until this instrument be released and satisfied, or until default be made in payment or performance of covenants of this Mortgage, upon the following terms, to-wit: The said Mortgagor, and every and all persons claiming or possessing such Premises or any part thereof, shall pay rent thereof during said term at one cent per month, payable upon demand and shall and will surrender peaceable possession of said Premises, and any and every part thereof to said Trustee, immediately upon such default and without notice or demand therefor, and said Trustee may thereupon rent the same for the account of the holders of the Notes secured by this Mortgage, until foreclosure is had and during any proceeding to redeem and then deliver possession to the purchaser at trustee's sale. Provided, however, that nothing in this Mortgage shall be so construed as to prevent the legal holder of said Notes secured by this Mortgage, or any of them, to have and to take every legal step and means to enforce payment of said Notes secured by this Mortgage, without having first caused the execution of the Trust herein created.

31. The Trustee may resign at any time by written instrument to that effect delivered to Mortgagee. Mortgagee shall be entitled to remove (with or without cause), at any time and from time to time, including any time before, during or after the commencement or completion of any foreclosure proceeding, the Trustee. In case of the death, removal, resignation, refusal to act or otherwise being unable to act of the Trustee, Mortgagee shall be entitled to select and appoint a successor Trustee hereunder by an instrument duly executed, acknowledged and recorded in the manner and form for conveyances of real estate in the State of Missouri, which recording may occur before, during or after the commencement or completion of any foreclosure proceeding, and any such successor Trustee shall thereupon succeed to Trustee as Trustee hereunder and to all of the rights, powers, duties, obligations and estate of said Trustee as if specifically named herein, provided no defect or irregularity in the resignation or removal of said Trustee or in the

appointment of a successor Trustee or in the execution and recording of such instrument shall affect the validity of said resignation, removal or appointment or any act or thing done by such successor Trustee pursuant thereto. Additionally, whether the recording of the successor Trustee instrument takes place before, during or after the commencement or completion of any foreclosure proceeding shall have no effect upon the validity of said proceeding. Trustee shall not be disqualified from acting as Trustee hereunder or from performing any of the duties of Trustee, or from exercising the rights, powers and remedies herein granted, by reason of the fact that Trustee is an officer, employee or stockholder of Mortgagee, or is interested, directly or indirectly, as the holder of the Note or other Obligations secured hereby, Mortgagor hereby expressly consenting to Trustee acting as Trustee irrespective of the fact that Trustee might be otherwise disqualified for any of the foregoing reasons, and that any interest which Trustee or any successor shall have or may acquire in the Obligations secured hereby, or the Premises, shall neither interfere with nor prevent his acting as Trustee or from purchasing said property at said sale or sales, and all parties waive any objection to Trustee having or acquiring any such interest in the Obligations or Premises and continuing to act as Trustee. Trustee covenants faithfully to perform and fulfill the trust herein created, but shall be liable, however, only for gross negligence or willful misconduct as determined by a court of competent jurisdiction.

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WITNESS the hand and seal of Mortgagor the day and year first above written.

4209 FOLSOM OWNER, LLC,
a Missouri limited liability company

By: 4209 Folsom Managing Member, LLC, its Manager

By: City Garden Montessori School, its Manager

By: _____
Name: _____
Its: _____

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the _____ of _____, a Missouri nonprofit corporation, the Manager of 4209 Folsom Managing Member, LLC, the Manager of the Mortgagor, appeared before me this day in person and acknowledged that, as such _____, he/she signed and delivered such instrument as his/her free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description

Parcel 1:

A tract of land being the Easterly part of Lot 8 and all of Lots 9 through 13 of Dundee Place in City Block 4973, together with Lots 1 and 2 of Dundee Place in City Block 4968, together with part of an East West alley, vacated by said Ordinance No. 17830, and together with part of former Klemm Street, 50 feet wide vacated by Ordinance No. 17830 in the City of St. Louis State of Missouri, said tract being more particularly described as follows: Commencing at the intersection of the Easterly line of Tower Grove Avenue 80 feet wide, with the Northerly line of Folsom Avenue, 60 feet wide; thence along said Northerly line, South 88 degrees 24 minutes 00 seconds east 484.79 feet (deed) 485.52 feet (survey) to a point being the Southeast corner of a parcel described in deed Cee Kay Supply, Inc. recorded in Book 897M Page 824 of the City of St. Louis Records, and said point also being the true point of beginning of the tract of land herein described; thence continuing along the Northerly line of said Folsom Avenue, South 88 degrees 24 minutes 00 seconds east 408.62 feet to the Easterly line of said Lot 2; thence along said Easterly line North 01 degree 36 minutes 00 seconds east 135.72 feet to the centerline of said vacated alley; thence along said centerline, North 88 degrees 24 minutes 30 seconds West 408.62 feet to the Easterly line of said Cee Kay Supply, Inc. parcel thence along said Easterly line, South 01 degrees 36 minutes 00 seconds West 135.66 feet to the true point of beginning.

Common Address: 4209 Folsom Street, St. Louis, Missouri 63110

Property ID #: 49680000500