TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF NOT TO EXCEED

$36,960,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(3502 ENTERPRISE PROJECT)
SERIES 2023

Legal Opinion

Gilmore & Bell, P.C.
Kansas City, Missouri

CLOSING MEMORANDUM

$36,960,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(3502 ENTERPRISE PROJECT)
SERIES 2023

Closing: September ___, 2023

This Memorandum sets forth the actions to be taken in connection with the issuance, sale and delivery by the City of Joplin, Missouri, of its Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023, in the maximum principal amount of $36,960,000 (the "Bonds"). The documents and actions described herein and in the Closing List attached hereto are to be delivered and taken as a condition precedent to the issuance of the Bonds. Such delivery of documents and actions shall be deemed to have taken place simultaneously at the closing, and no delivery of documents, payments of moneys or other actions with respect to the foregoing transaction will be considered to have been completed until all such deliveries, payments or other actions have been made or taken.

The closing is scheduled for 10:00 a.m., Central time, on September ___, 2023, at the offices of Gilmore & Bell, P.C., Kansas City, Missouri. The items set forth on the Closing List will be examined, assembled and incorporated in the transcripts evidencing the authorization and issuance of the Bonds. Copies of the transcript will be prepared and distributed to the following:

1. City of Joplin, Missouri ("City").
2. UMB Bank, N.A. ("Trustee").
3. ILPT Joplin LLC ("Company" and "Purchaser").
4. Miller & Martin PLLC ("Counsel to the Company")
5. Gilmore & Bell, P.C. ("Bond Counsel").

$36,960,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(3502 ENTERPRISE PROJECT)
SERIES 2023

Closing Date: September ___, 2023

CLOSING LIST

Document No.

BASIC DOCUMENTS

1. Trust Indenture.

2. Lease Agreement; Memorandum of Lease Agreement.

3. Bond Purchase Agreement.

4. Performance Agreement.

CITY'S PROCEEDINGS AND DOCUMENTS

5. City's Closing Certificate.

6. Notice to taxing jurisdictions of the Plan for an Industrial Development Project; Confirmation of receipt by taxing jurisdictions of the Plan.

7. Affidavit of Publication of Notice of Bond Sale; Bids received.

8. Ordinance approving Plan for an Industrial Development Project and authorizing the issuance of the Bonds; Minutes of Meeting of the City Council for August 21, 2023; Notice of Meeting; Excerpt of Minutes of Meeting of the City Council for _____, 2023; Notice of Meeting.

9. Municipality Annual Activity Report pursuant to Section 100.105, RSMo.

COMPANY'S PROCEEDINGS AND DOCUMENTS

10. Company's Closing Certificate.

11. Company's resolutions authorizing execution of documents.

12. Organizational Documents.

13. Certificates of Corporate Good Standing of Company in Delaware and Missouri.

14. Insurance Certificates; Payment Bond.

15. Company's Affidavit re: Company's enrollment and participation in a "federal work authorization program"; and E-Verify Program for Employment Verification Memorandum of Understanding.

CLOSING DOCUMENTS

16. Special Warranty Deed.

17. Purchaser's Representation Letter.

18. Trustee's Closing Certificate.

19. Specimen Bond.

20. UCC Financing Statements.

LEGAL OPINIONS

21. Approving Legal Opinion of Bond Counsel.

22. Opinion of Company's Counsel.

* * * * * *

CITY'S CLOSING CERTIFICATE

We, the undersigned, hereby certify that we are the duly appointed, qualified and acting Mayor and City Clerk, respectively, of the City of Joplin, Missouri (the "City"), and as such officers we are familiar with the official books and records of the City. In connection with the issuance by the City of $36,960,000 maximum principal amount of Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023 (the "Bonds"), we hereby further certify as follows, as of September ___, 2023:

MATTERS CONCERNING AUTHORIZATION

1. Due Organization. The City is a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri.

2. Transcript of Proceedings. The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds furnished to the Purchaser of the Bonds includes a true and correct copy of the proceedings had by the City Council and other records, proceedings and documents relating to the issuance of the Bonds; said Transcript is to the best of our knowledge, information and belief full and complete; such proceedings of the City shown in said Transcript have not been modified, amended or repealed and are in full force and effect as of the date hereof; said Transcript has been duly filed in the official records of the City.

3. Meetings. All meetings of the City Council as shown in the Transcript were regular meetings, or were held pursuant to regular adjournment at the next preceding meeting, or were special meetings duly called as shown in the Transcript, and each such meeting was duly held, was open to the public at all times and a quorum was present throughout. At all such meetings where required, proper notice of the time, place and purposes of each such meeting was given to the City Council or was waived and proper notice was given to the public as required by law. The notices of meetings contained in the Transcript were posted at least 24 hours prior to the commencement of the meetings on a bulletin board or other prominent place which is easily accessible to the public and clearly designated for posting notices at City Hall, the principal office and meeting place of the City Council, and were made available at least 24 hours prior to the commencement of said meetings to any representative of the news media who requested notice of the meetings.

4. Incumbency of Officers. The following named persons were and are the duly elected or appointed, qualified and acting Mayor and City Clerk of the City at all times except as otherwise indicated during the proceedings relating to the authorization and issuance of the Bonds, as follows:

Name	**Title**
Douglas Lawson	Mayor
Holly Nagy	City Clerk

The duly elected, qualified and acting Councilmembers of the City during the proceedings relating to the authorization and issuance of the Bonds were as shown in the minutes of meetings contained in the Transcript.

5. Approval of Plan for the Project. Pursuant to Ordinance No. _____ passed by the City Council on September ___, 2023 (the "Ordinance"), the City approved a Plan for an Industrial Development Project (the "Plan") for ILPT Joplin LLC, a Delaware limited liability company (the "Company"), pursuant to Chapter 100 of the Revised Statutes of Missouri, as amended (the "Act"). The

Plan meets the requirements of Section 100.050 of the Act, and all of the affected taxing jurisdictions were provided notice of the proposed Project in accordance with the Act.

6. Location of Project. The Project will be located entirely within the corporate limits of the City.

7. Bonds Issued for the Company. Except for the Bonds, the City has not authorized or issued any obligations of any kind or character whatsoever payable out of the revenues, or the pledge thereof, under the hereafter referred to Lease.

8. Non-Litigation. There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised, or may be raised, questioning, disputing or affecting in any way the legal organization of the City, or the right or title of any of its officers or Councilmembers to their respective offices, or the legality of any official act shown to have been done in the Transcript evidencing the authorization and issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds, or the validity of the Bonds or any of the proceedings had in relation to the authorization, issuance or sale thereof.

MATTERS CONCERNING ISSUANCE, SALE AND DELIVERY

1. Execution of Documents. The following documents (the "City Documents") have been duly authorized, executed and delivered in the name and on behalf of the City by its duly authorized officers, pursuant to and in full compliance with the Ordinance:

(a) Trust Indenture dated as of September 1, 2023 (the "Indenture"), between the City and UMB Bank, N.A., as trustee (the "Trustee");

(b) Lease Agreement dated as of September 1, 2023 (the "Lease"), between the City and the Company;

(c) Bond Purchase Agreement dated as of September 1, 2023 (the "Bond Purchase Agreement"), between the City and the Company, as Company and as the purchaser of the Bonds; and

(d) Performance Agreement dated as of September 1, 2023 (the "Performance Agreement"), between the City and the Company, relating to real and personal property tax abatement and payments in lieu of taxes relating to real and personal property.

The copies of the City Documents contained in the Transcript are true, complete and correct copies or counterparts of the City Documents as executed and delivered by the City, and are in substantially the same form and text as the copies of the City Documents which were before the City Council and approved by the Ordinance. The City Documents have not been amended, modified or rescinded and remain in full force and effect as of the date hereof.

2. Execution of Bonds. We have duly signed and executed, manually or by facsimile, the Bonds in the form of one fully registered Bond in a maximum principal amount not to exceed $36,960,000 and on the date of the Bonds, and on the date when said Bonds were executed by us, we were and at the date hereof we are the officials indicated by our signatures on said Bonds, and by our signatures on this Certificate, respectively. The signatures of us and each of us, as such officials, respectively, on said Bonds and on this Certificate, are our true and genuine signatures, and the seal affixed or imprinted on said Bonds at the time of its execution was and is the duly authorized official City

seal and was thereto affixed by the authority and direction of the governing body of the City, and is the seal affixed to this Certificate.

3. Representations in City Documents. Each of the representations of the City made in the City Documents are true and complete in all material respects as of the date hereof as if made on and as of the date hereof, and all agreements to be complied with and obligations to be performed by the City under the City Documents on or prior to the closing date of the Bonds have been complied with and performed.

4. No Legal Violation. The execution and delivery of the City Documents, the performance of the terms thereof by the City and the issuance, sale and delivery of the Bonds will not violate any provision of Missouri law, or any resolution or ordinance of the City, or any applicable judgment, order, rule or regulation of any court or of any public or governmental agency or authority, and will not conflict with, violate or result in the breach of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust or other agreement or instrument to which the City is a party, or by which it or its properties are bound.

5. Approvals. All approvals, consents, authorizations and orders required to be obtained by the City in connection with the issuance, sale and delivery of the Bonds and the execution and delivery of the City Documents and the performance of the terms thereof by the City have been duly obtained.

6. No Offers by City. Neither the City, nor any authorized representative of the City is engaged in any transaction involving the marketing of the Bonds to the public in a manner that would cause the Bonds to be subject to Securities and Exchange Commission Rule 15c2-12.

7. Information. The purchasers of the Bonds have had ample opportunity to ask questions of, and to receive answers from, officers or other representatives of the City concerning the offer for sale and purchase of the Bonds.

8. Request to Authenticate and Deliver the Bonds. Pursuant to the Indenture, the Trustee is hereby requested and authorized by the City to authenticate the Bonds and to deliver such Bonds to the purchaser thereof upon payment to the Trustee for the account of the City of the Closing Price for the Bonds as specified in the Bond Purchase Agreement.

9. M.A.P. Filing Authorization. The City hereby authorizes Gilmore & Bell, P.C. to file the information required by §37.850, RSMo, as amended, on the Missouri Accountability Portal website maintained by the State of Missouri Office of Administration.

10. Closing Price. The Closing Price with respect to the Bonds is $_____.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this certificate to be executed on its behalf by its duly authorized officers and its seal to be affixed hereto, all as of the date first written above.

Signature	**Official Title**
_____	Mayor
_____	City Clerk

(Seal)

Approved as to form:

_____
City Attorney

EXCERPT OF MINUTES OF
MEETING OF THE CITY COUNCIL
OF THE CITY OF JOPLIN, MISSOURI

The City Council of the City of Joplin, Missouri, met in regular session on **September ___, 2023**, at 6:00 p.m. at City Hall in Joplin, Missouri, and the following officials were present or absent as indicated:

Douglas Lawson, Mayor _____

Keenan Cortez, Councilmember/Mayor Pro Tem _____

Charles Copple, Councilmember _____

Josh DeTar, Councilmember _____

Mark Farnham, Councilmember _____

Gary Shaw, Councilmember _____

Kate Spencer, Councilmember _____

Phil Stinnett, Councilmember _____

Christina Williams, Councilmember _____

Holly Nagy, City Clerk _____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * *

(Other Proceedings)

* * * * * *

A public hearing regarding the Plan for an Industrial Development Project for a Manufacturing/Warehouse/Distribution Facility Expansion (the "Plan") was opened. The Plan provides tax abatement for the purpose of improving, expanding and equipping an existing manufacturing, warehousing and distribution facility located at 3502 Enterprise Avenue in the City (the "Project") and the proposed lease of the Project by the City to ILPT Joplin LLC, a Delaware limited liability company (the "Company"). Opportunity was given for public comment on the Project and Plan. All those desiring to make public comments were heard. After giving time for any comments, the Mayor closed the public hearing.

* * * * * *

(Other Proceedings)

* * * * * *

The matter of approving the Plan and of authorizing the issuance and delivery of $36,960,000 maximum principal amount of Taxable Industrial Development Revenue Bonds (3502 Enterprise Project) of the City came on for consideration.

Bill No. _____ was read, being for an ordinance entitled as follows:

AN ORDINANCE approving a plan for an industrial development project; authorizing the City of Joplin, Missouri to issue its taxable industrial development revenue bonds in a principal amount not to exceed $36,960,000; and authorizing and approving certain documents and actions in connection therewith.

Copies of the proposed ordinance had been made available for public inspection prior to the time the Document was introduced and under consideration by the City Council.

On motion duly made and seconded, the Bill was placed on its second reading and was read by title, considered and discussed, and, thereupon, was duly passed.

The Bill was placed on its third reading and was read by title, considered and discussed. Councilmember _____ moved to approve the ordinance and Councilmember _____ seconded the motion. Thereupon, the question was put to a roll call vote, and the vote thereon was as follows:

Aye: _____

Nay: _____

* * * * * *

(Other Proceedings)

* * * * * *

There being no further business to come before the meeting of the City Council, on motion duly made, seconded and carried, the meeting was adjourned.

[SEAL]

_____
City Clerk

TRUSTEE'S CLOSING CERTIFICATE

The undersigned, a duly authorized officer of UMB Bank, N.A., a national banking association with an office in Kansas City, Missouri (the "Trustee"), as Trustee under the Trust Indenture dated as of _____, 2023 (the "Indenture"), between the Trustee and the City of Joplin, Missouri (the "City"), authorizing the issuance of Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023, in the maximum principal amount of $36,960,000 (the "Bonds"), of the City, does hereby certify as follows, as of September ___, 2023:

1. Power and Authority of Trustee. The Trustee is a national banking association duly organized and existing under the laws of the State of Missouri with an office located in Kansas City, Missouri, and is authorized and empowered to execute and deliver the Indenture and has full power and authority to act as Trustee as provided in the Indenture.

2. Execution of Indenture. The Indenture has been duly executed on behalf of the Trustee by a duly authorized officer of the Trustee, and said person was at the time of the execution of the Indenture and now is the duly elected or appointed, qualified and acting incumbent of such office.

3. Receipt of Documents. The Trustee hereby acknowledges receipt of the documents referred to in **Section 208(c)** of the Indenture which are required to be filed with the Trustee prior to or simultaneously with the delivery of the Bonds.

4. Authentication of Bonds. Pursuant to and in accordance with the provisions of **Section 205** of the Indenture and the written request and authorization of the City, prior to the delivery of the Bonds, the Certificates of Authentication on the Bonds so delivered were signed on behalf of the Trustee by a person, who was at the time of the authentication of the Bonds and still is at the date hereof, a qualified and acting signatory of the Trustee.

5. Delivery of Bonds. The Trustee acknowledges that the Bonds acquired by ILPT Joplin LLC, a Delaware limited liability company (the "Purchaser") and the original **Schedule I** thereto will be held by the Trustee in trust until directed in writing to deliver the Bonds to or upon the order of the Purchaser.

6. Receipt of Closing Price of the Bonds. The Trustee on this date received on behalf of the City from the purchasers of the Bonds, the closing price of the Bonds pursuant to the Bond Purchase Agreement.

7. Deposit of Bond Proceeds. The Trustee on this date, in accordance with the requirements of the Indenture, deposited the proceeds of the Bonds as directed under the Indenture.

8. Authorization of Officers. The officers of the Trustee referred to in paragraphs (2) and (4) hereof were at the time of the acts above-mentioned, and are at the date hereof, duly elected or appointed, qualified and acting signatories of the Trustee and duly authorized to perform the acts referred to in such paragraphs.

9. Anti-Discrimination. The undersigned hereby certifies and agrees that, to the extent that the "Anti -discrimination Against Israel Act," Section 34.600, Revised Statutes of Missouri (the "Israel Act"), is applicable to any contract entered into with the City in connection with the Bonds, the Trustee is not currently engaged in and shall not, for the duration of such contract, engage in a boycott of goods or services from the State of Israel ("Israel"), companies doing business in or with Israel or authorized by,

licensed by or organized under the laws of Israel or persons or entities doing business with Israel, in all respects within the meaning of the Israel Act. Failure to comply with the foregoing certification shall be enforceable in accordance with the terms of such contract. The foregoing certification shall not be deemed an admission or agreement that the Israel Act is applicable to the aforesaid contracts but the foregoing certification is enforceable if the Israel Act is applicable. If the Israel Act is determined not to apply to the applicable contract for any reason including the repeal or amendment of the Israel Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Israel Act, then the certification shall be of no effect.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, UMB BANK, N.A., as Trustee, has caused this certificate to be executed and attested by its duly authorized officers as of the date first stated above.

UMB BANK, N.A.,
as Trustee

[SEAL]

By _____
Name:
Title:

ATTEST:

By _____
Name:
Title:

COMPANY'S CLOSING CERTIFICATE

I, the undersigned, hereby certify that I am a duly qualified and acting _____ of ILPT Joplin LLC, a Delaware limited liability company (the "Company"), and as such I am familiar with the books and records of the Company. In connection with the issuance of Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023 in the maximum principal amount of $36,960,000 (the "Bonds"), by the City of Joplin, Missouri (the "City"), I hereby further certify as follows, as of September ___, 2023:

1. ORGANIZATION AND AUTHORITY

1.1. Due Organization. The Company is a limited liability company duly formed and in good standing under the laws of the State of Delaware and is in good standing under the laws of and is qualified to do business in the State of Missouri.

1.2. Organizational Documents. The copies of the organizational documents of the Company contained in the Transcript relating to the authorization of the issuance of the Bonds (the "Transcript") is a true, complete and correct copies thereof, and said organizational documents have not been amended and are in full force and effect as of the date hereof.

1.3. Incumbency of Officers; Authorized Company Representative. The individuals named signing this Certificate below were on the date or dates of the execution of the documents listed in **Section 2.2** below, and are on this date, duly appointed or elected, qualified and acting officers of the Company, holding the offices set opposite their name. The Company hereby appoints the individuals shown on the signature page to this Certificate as Authorized Company Representatives as defined in the Trust Indenture dated as of September 1, 2023, between the City and UMB Bank, N.A.

2. BOND TRANSCRIPTS AND LEGAL DOCUMENTS

2.1. Transcript of Proceedings. A true and correct copy of the proceedings had by the Company and other Company records, proceedings and documents relating to the issuance of the Bonds will be provided for inclusion in the Transcript. Such records, proceedings and documents of the Company are, to our knowledge, information and belief, full and complete, and such records, proceedings and documents of the Company are in full force and effect as of the date hereof.

2.2. Execution of Documents. The following documents (the "Company Documents") have been executed and delivered in the name and on behalf of the Company pursuant to and in full compliance with a Resolution adopted by the Company by written action as shown in the Transcript:

(a) Lease Agreement dated as of September 1, 2023 (the "Lease"), between the City and the Company;

(b) Bond Purchase Agreement dated as of September 1, 2023 (the "Bond Purchase Agreement"), between the City and the Company, in its capacity as "Company" thereunder and in its capacity as purchaser of the Bonds (the "Purchaser");

(c) Performance Agreement dated as of September 1, 2023 (the "Performance Agreement"), between the City and the Company; and

(d) Special Warranty Deed dated September ___, 2023 (the "Deed"), from the Company in favor of the City.

The copies of the Company Documents delivered at closing are true, complete and correct copies or counterparts of the Company Documents as executed and delivered by the Company, and said documents have not been amended, modified or rescinded and are in full force and effect as of the date hereof.

2.3. Representations in Company Documents. Each of the representations of the Company set forth in the Company Documents are true and correct in all material respects as of the date hereof, as if made on the date hereof, and all covenants and conditions to be complied with and obligations to be performed by the Company under the Company Documents as of the date hereof have been complied with and performed in all material respects.

2.4. Non Litigation. There is no action or proceeding against and naming the Company before any court, governmental authority or arbitrator that is pending or, to the knowledge of the officers of the Company, overtly threatened by written communication to the Company (a) with respect to the Bonds or the Company Documents or the transactions contemplated thereby, or the ability of the officers or directors of the Company to engage the Company in transactions of the sort contemplated by the Company Documents, or (b) that, if adversely determined, could reasonably be expected, individually or in the aggregate, to materially adversely affect the condition, financial or otherwise, of the Company.

2.5. Compliance with Existing Covenants. The execution and delivery by the Company of the Company Documents and the consummation by the Company of its obligations thereunder do not result in (a) any violation by the Company of (i) the provisions of its organizational documents, (ii) to its knowledge, any provision of applicable federal or Missouri statute or regulation, or (iii) any order, writ, judgment or decree of any federal or Missouri court or governmental authority or regulatory body having jurisdiction over the Company or any of its subsidiaries or any of their material properties that names or is specifically directed to the Company or any such subsidiary, or (b) a breach or default pursuant to any material agreement, contract or instrument known to us to which the Company is a party or by which it is bound.

3. THE PROJECT

3.1. Description and Location of Project. The proceeds of the Bonds are to be used by the City for the purpose of paying costs of improving, expanding, and equipping an existing manufacturing, warehousing and distribution facility located at 3502 Enterprise Avenue in the City (the "Project").

3.2. Insurance for the Project. The Company hereby represents and warrants that it has satisfied the insurance requirements set forth in **Article VII** of the Lease.

4. BOND PROCEEDS

4.1. Use of Bond Proceeds. The Bonds are being issued to provide funds to permit the Company to provide for costs of financing the Project.

4.2. Closing Price. The Closing Price with respect to the Bonds is $_____.

5. LEGAL COUNSEL

5.1. Legal Counsel. I understand that the foregoing certifications will be relied upon by the City in the issuance of the Bonds, Counsel to the Company in rendering its opinion, and by the law firm of Gilmore & Bell, P.C. in rendering its opinion as to validity of the issuance of the Bonds. The Company is aware that Gilmore & Bell, P.C. served as Bond Counsel to the City with respect to the issuance of the Bonds and did not represent the Company in any capacity or give any representation as to any incentive resulting from the issuance of the Bonds.

6. ANTI -DISCRIMINATION AGAINST ISRAEL ACT

6.1. Anti-Discrimination. The undersigned hereby certifies and agrees that, to the extent that the "Anti -discrimination Against Israel Act," Section 34.600, Revised Statutes of Missouri (the "Israel Act"), is applicable to any contract entered into with the City in connection with the Bonds, the Company is not currently engaged in and shall not, for the duration of such contract, engage in a boycott of goods or services from the State of Israel ("Israel"), companies doing business in or with Israel or authorized by, licensed by or organized under the laws of Israel or persons or entities doing business with Israel, in all respects within the meaning of the Israel Act. The foregoing certification shall not be deemed an admission or agreement that the Israel Act is applicable to the aforesaid contracts but the foregoing certification is enforceable if the Israel Act is applicable. If the Israel Act is determined not to apply to the applicable contract for any reason including the repeal or amendment of the Israel Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Israel Act, then the certification shall be of no effect.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Company as of the date first stated above.

ILPT JOPLIN LLC,
a Delaware limited liability company

By: _____
Name:
Title:

Authorized Company Representative:

By: _____
Name:
Title:

Authorized Company Representative:

By: _____
Name:
Title:

COMPANY'S AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

AFFIDAVIT

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein. I am a duly authorized officer of ILPT JOPLIN LLC, a Delaware limited liability company (the *"Company"*), and am authorized by the Company to attest on behalf of the Company to the matters set forth herein.

I hereby affirm the enrollment and participation of _____ on behalf of the Company in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, with respect to the employees working in connection with an economic development project for the Company consisting of improving, expanding, and equipping an existing manufacturing, warehousing and distribution facility located at 3502 Enterprise Avenue in the City (the *"Project"*). The Company does not knowingly employ any person who is an "unauthorized alien" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, in connection with the Project.

Further Affiant Sayeth Not.

ILPT JOPLIN LLC,
a Delaware limited liability company

By: _____
Name:
Title:

Subscribed and sworn to before me this _____ day of _____, 2023.

_____
Notary Public

My commission expires on:_____

GILMORE BELL

2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108-2521

(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

September ___, 2023

City of Joplin, Missouri
Joplin, Missouri

UMB Bank, N.A., as Trustee
Kansas City, Missouri

ILPT Joplin LLC
Newton, Massachusetts

Re: $36,960,000 Maximum Principal Amount of City of Joplin, Missouri, Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of Joplin, Missouri (the "City") in connection with the issuance by the City of its Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023, in the maximum principal amount of $36,960,000 (the "Bonds"). The Bonds will bear interest, will mature and will be subject to redemption and payment prior to maturity as set forth in the hereinafter referred to Indenture. The principal of and interest on the Bonds are payable at the payment office of UMB Bank, N.A., as trustee (the "Trustee"), or as otherwise provided for in a Trust Indenture dated as of _____, 2023 (the "Indenture"), between the City and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

The Bonds have been authorized and issued under and pursuant to the Act and the Indenture for the purpose of providing funds to pay costs of the Project described in the Indenture.

We have examined a certified transcript of proceedings relating to the authorization and issuance of the Bonds, which transcript includes, among other documents and proceedings, the following:

(i) Ordinance No. _____ passed by the City Council of the City on September ___, 2023;

(ii) Trust Indenture dated as of September 1, 2023, between the City and UMB Bank, N.A.;

(iii) Lease Agreement dated as of September 1, 2023, between the City and ILPT JOPLIN LLC, a Delaware limited liability company (the "Company");

(iv) Bond Purchase Agreement dated as of September 1, 2023, between the City and the Company; and

(v) Performance Agreement dated as of September 1, 2023, between the City and the Company.

We have also examined the Constitution and statutes of the State of Missouri, insofar as the same relate to the authorization and issuance of the Bonds and the authorization, execution and delivery of the documents referred to in paragraphs (ii) through (v) above (collectively, the "Bond Documents").

Reference is made to the opinion of counsel to the Company, of even date herewith with respect to, among other matters, (a) the due organization of the Company, (b) the good standing and qualification to do business of the Company, (c) the power of the Company to enter into and perform its obligations under the Bond Documents to which it is a party, and (d) the due authorization, execution and delivery of the Bond Documents by the Company and the binding effect and enforceability thereof against the Company.

Based upon such examination, we are of the opinion, as of the date hereof, as follows:

1. The City is a constitutional charter city and municipal corporation of the State of Missouri and has lawful power and authority to issue the Bonds and to enter into the Bond Documents and to perform its obligations thereunder.

2. The Bonds are in proper form and have been duly authorized in accordance with the Constitution and statutes of the State of Missouri, including the Act, and constitute valid and legally binding special obligations of the City.

3. The Bond Documents have been duly authorized, executed and delivered by the City and constitute valid and legally binding agreements of the City enforceable against the City in accordance with the respective provisions thereof.

We have not undertaken nor have we been engaged to review the accuracy, completeness or sufficiency of any offering material relating to the Bonds and we express no opinion relating thereto.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Documents may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion. This opinion is limited to the laws of the State of Missouri and applicable laws of the United States.

Very truly yours,

[FORM OF OPINION OF COMPANY'S OUTSIDE COUNSEL]

September ___, 2023

City of Joplin, Missouri
Joplin, Missouri

UMB Bank, N.A., as Trustee
Kansas City, Missouri

Gilmore & Bell, P.C.
Kansas City, Missouri

Re: $36,960,000 Maximum Principal Amount of City of Joplin, Missouri, Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023

Ladies and Gentlemen:

We have acted as special counsel for ILPT Joplin LLC, a Delaware limited liability company (the "Company"), and as such, we have examined the following in connection with the issuance and sale of the above-referenced series of bonds (the "Bonds"):

(a) Organization documents of the Company, and a certified copy of the resolutions of the Company dated _____ __, 20__ (the "Resolution");

(b) Lease Agreement dated as of September 1, 2023, between the Company and the City of Joplin, Missouri (the "City"), as lessor;

(c) Bond Purchase Agreement dated as of September 1, 2023, between the City and the Company;

(d) Performance Agreement dated as of September 1, 2023, by and between the City and the Company;

(e) Special Warranty Deed dated September ___, 2023 (the "Deed"), from the Company in favor of the City; and

(f) such other records and instruments of the Company, together with applicable certificates of public officials and such other documents as we deem relevant in rendering this opinion.

The documents referred to in paragraphs (b) through (e) above are collectively referred to as the "Company Documents."

Based upon such examination, I am of the opinion that:

1. The Company has been duly organized and is a validly corporation in good standing under the laws of the State of Delaware and is in good standing under the laws of and is authorized to do business in the State of Missouri.

2. The Company Documents have been duly authorized by all requisite action on the part of the Company and each such document has been duly executed and delivered on behalf of the Company by duly authorized officers of the Company, and constitute the Company's valid and binding obligations, enforceable in accordance with their respective terms (except as such enforceability may be limited by any bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or any general principles of equity, including without limitation, the exercise of judicial discretion in connection with any grant of specific performance).

3. The execution, delivery and compliance with the provisions of the Company Documents by the Company have not and will not (with the passage of time or the giving of notice, or both) violate any provision of the organizational documents of the Company, or of any constitutional or statutory provision, or of any order, rule or regulation of any court or governmental authority applicable to the Company or its property.

4. All consents, approvals, authorizations or orders of, or registrations or filings with, any court or governmental agency or body required with respect to the Company for the valid execution and delivery by the Company of, or the performance of its obligations under, the Company Documents have been obtained or made.

5. There is no action, suit or other proceeding pending or, to the best of our knowledge, threatened against the Company, at law or in equity or before any governmental authority, which might adversely affect the validity or enforceability of the Lease or the ability of the Company to perform its obligations under the Company Documents, or which might adversely affect the condition, financial or otherwise, of the Company.

Very truly yours,

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	MEMORANDUM OF LEASE AGREEMENT
DATE OF DOCUMENT:	September 1, 2023
GRANTOR:	CITY OF JOPLIN, MISSOURI
GRANTOR'S MAILING ADDRESS:	602 S. Main Street Joplin, Missouri 64801 Attention: City Manager
GRANTEE:	ILPT JOPLIN LLC
GRANTEE'S MAILING ADDRESS:	c/o The RMR Group Two Newton Place 255 Washington Street Newton, Massachusetts 02458-1634
RETURN DOCUMENTS TO:	David Martin Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108
LEGAL DESCRIPTION:	See **Exhibit A**

This cover page is attached solely for the purpose of complying with the requirements stated in §§59.310.2; 59.313.2 Revised Missouri Statutes.

THIS MEMORANDUM OF LEASE AGREEMENT, gives notice of, ratifies and confirms the Lease Agreement dated as of September 1, 2023 (the "Lease"), between the **CITY OF JOPLIN, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), as lessor and grantor, and **ILPT JOPLIN LLC**, a Delaware limited liability company (the "Company"), as lessee;

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the "Act"), to purchase, construct, extend, improve and equip certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on September ___, 2023, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023, in the maximum principal amount of $36,960,000 (the "Bonds"), for the purpose of improving, expanding, and equipping an existing manufacturing, warehousing and distribution facility located at 3502 Enterprise Avenue in the City (the "Project Site," as more fully described on **Exhibit A** hereto), including associated improvements, structures and fixtures (the "Project Improvements," as more fully described on **Exhibit B** hereto) and equipment (the "Project Equipment," as more fully described on **Exhibit B** hereto, the Project Improvements and the Project Equipment collectively being the "Project").

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the "Indenture") with UMB Bank, N.A., Kansas City, Missouri, as Trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into the Lease with the Company under which the City will construct, improve and equip the Project, and lease the Project to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

4. In consideration of the terms and conditions of the Lease, the Ordinance, the issuance of the Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a Performance Agreement of even date herewith (the "Performance Agreement"), pursuant to which the Company has agreed to make certain payments in lieu of taxes.

5. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions set forth hereinafter and in the Lease.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements contained in the Lease, the City and Company do represent, covenant and agree as follows:

1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein and in the Lease contained. The Company grants the

City an easement of, on and over the Project Site for the purpose of completing the Project and to own the Project located on the Project Site for the term of the Lease, subject to the terms of the Lease.

2. Lease Term. The Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of the Lease, the lease of the Project shall commence as of the date of delivery of the Lease and terminate on **December 1, 2034**.

3. Basic Rent. The Company covenants and agrees to pay Basic Rent and Additional Rent as provided under the Lease.

4. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the Project or portions thereof at the times and for the amounts provided in the Lease.

5. Definition of Terms. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Indenture and the Lease.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease Agreement to be executed in their respective corporate names to be attested by their duly authorized officers, all as of the date first above written.

ILPT JOPLIN LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, appeared **_____**, to me personally known, who, being by me duly sworn, did say that s/he is the **_____** of **ILPT JOPLIN LLC**, a Delaware limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____
Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

CITY OF JOPLIN, MISSOURI

By: _____
Name: Douglas Lawson
Title: Mayor

[SEAL]

ATTEST:

Approved as to form:

By: _____
Name: Holly Nagy
Title: City Clerk

_____
City Attorney

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JASPER)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, appeared **DOUGLAS LAWSON**, to me personally known, who, being by me duly sworn, did say that he is the **MAYOR** of the **CITY OF JOPLIN, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____
Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

EXHIBIT A

PROJECT SITE

The following described real estate located in Jasper County, Missouri:

ALL OF A TRACT OF LAND IN SECTION 30, TOWNSHIP 28, RANGE 32, PART IN THE CITY OF JOPLIN AND PART IN THE CITY OF WEBB CITY, JASPER COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, THENCE SOUTH 88°07'11" EAST, 71.66 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD; THENCE SOUTH 11°25'41" WEST, ALONG SAID EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD, 1069.41 FEET TO THE INTERSECTION OF SAID EAST RIGHT OF WAY LINE AND THE SOUTH RIGHT OF WAY LINE OF ENTERPRISE AVENUE; THENCE SOUTH 88°07'11" EAST, ALONG THE SOUTH LINE OF ENTERPRISE AVENUE, 736.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°07'11" EAST, ALONG THE SOUTH LINE OF ENTERPRISE AVENUE, 606.40 FEET TO AN IRON PIN AT THE INTERSECTION WITH THE WEST LINE OF PROGRESS AVENUE; THENCE SOUTH 01°52'56" WEST, ALONG THE WEST LINE OF SAID ROADWAY, 744.68 FEET TO AN IRON PIN; THENCE NORTH 88°07'11" WEST, 1139.98 FEET; THENCE NORTH 01°48'51" EAST, 237.97 FEET; THENCE SOUTH 88°11'09" EAST, 333.98 FEET; THENCE NORTH 01°48'51" EAST, 264.02 FEET; THENCE SOUTH 88°11'09" EAST, 200.19 FEET; THENCE NORTH 01°52'59" EAST, 242.07 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

The improvement and expansion of an existing manufacturing, warehousing and distribution facility located at 3502 Enterprise Avenue in the City in connection with the addition of a new bottling line.

PROJECT EQUIPMENT

The Project Equipment consists of the following, to the extent paid for in whole with Bond proceeds:

Equipment installed at the Project Site in connection with the addition of a new bottling line.

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	SPECIAL WARRANTY DEED
DATE OF DOCUMENT:	September ___, 2023
GRANTOR:	ILPT JOPLIN LLC
GRANTOR'S MAILING ADDRESS:	c/o The RMR Group Two Newton Place 255 Washington Street Newton, Massachusetts 02458-1634
GRANTEE:	CITY OF JOPLIN, MISSOURI
GRANTEE'S MAILING ADDRESS:	602 S. Main Street Joplin, Missouri 64801 Attention: City Manager
RETURN DOCUMENTS TO:	David Martin Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108
LEGAL DESCRIPTION:	See following page.

This cover page is attached solely for the purpose of complying with the requirements stated in §§59.310.2; 59.313.2 Revised Missouri Statutes.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of September ___, 2023, from **ILPT JOPLIN LLC**, a Delaware limited liability company (the "Grantor"), to the **CITY OF JOPLIN, MISSOURI**, a political subdivision and body corporate organized and existing under the laws of the State of Missouri (the "Grantee"), having its mailing address as follows: 602 S. Main Street, Joplin, Missouri 64801.

WITNESSETH, THAT THE GRANTOR, in consideration of the sum of One Dollar ($1.00) and other valuable considerations to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **BARGAIN** and **SELL**, **CONVEY** and **CONFIRM** unto the Grantee, its successors and assigns, the following project (the "Project"):

All improvements and expansions of the existing manufacturing, warehousing and distribution facility located at 3502 Enterprise Avenue in the City of Joplin, Missouri made in connection with the addition of a new bottling line that are constructed on or after September 1, 2023. The Project excludes the Project Site upon which the Project will be constructed, which is and will remain owned by the Grantor.

The Project will be constructed on the following land (the "Project Site"), but the Project Site is not being conveyed by the Grantor to the Grantee:

ALL OF A TRACT OF LAND IN SECTION 30, TOWNSHIP 28, RANGE 32, PART IN THE CITY OF JOPLIN AND PART IN THE CITY OF WEBB CITY, JASPER COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, THENCE SOUTH 88°07'11" EAST, 71.66 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD; THENCE SOUTH 11°25'41" WEST, ALONG SAID EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD, 1069.41 FEET TO THE INTERSECTION OF SAID EAST RIGHT OF WAY LINE AND THE SOUTH RIGHT OF WAY LINE OF ENTERPRISE AVENUE; THENCE SOUTH 88°07'11" EAST, ALONG THE SOUTH LINE OF ENTERPRISE AVENUE, 736.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°07'11" EAST, ALONG THE SOUTH LINE OF ENTERPRISE AVENUE, 606.40 FEET TO AN IRON PIN AT THE INTERSECTION WITH THE WEST LINE OF PROGRESS AVENUE; THENCE SOUTH 01°52'56" WEST, ALONG THE WEST LINE OF SAID ROADWAY, 744.68 FEET TO AN IRON PIN; THENCE NORTH 88°07'11" WEST, 1139.98 FEET; THENCE NORTH 01°48'51" EAST, 237.97 FEET; THENCE SOUTH 88°11'09" EAST, 333.98 FEET; THENCE NORTH 01°48'51" EAST, 264.02 FEET; THENCE SOUTH 88°11'09" EAST, 200.19 FEET; THENCE NORTH 01°52'59" EAST, 242.07 FEET TO THE POINT OF BEGINNING.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except for those encumbrances, easements, covenants and restrictions evidenced on the public record; and that it will warrant and defend the title to said premises unto the Grantee and unto the Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor and no other.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day and year above written.

GRANTOR:

ILPT JOPLIN LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, appeared **_____**, to me personally known, who, being by me duly sworn, did say that (s)he is the **_____** of **ILPT JOPLIN LLC,** a Delaware limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____
Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

REPRESENTATION LETTER

City of Joplin, Missouri
602 S. Main Street
Joplin, Missouri 64801
Attention: City Manager

UMB Bank, N.A.
928 Grand Blvd, 12th Floor
Kansas City, MO 64106
ATTN: Corporate Trust Department

Re: $36,960,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023 of the City of Joplin, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the "Bonds"), the undersigned purchaser of the Bonds (the "Purchaser") hereby represents, warrants and agrees as follows, as of September ___, 2023:

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of September 1, 2023 (the "Indenture"), between the City of Joplin, Missouri (the "City") and UMB Bank, N.A., as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to ILPT Joplin LLC, a Delaware limited liability company (the "Company"), under a Lease Agreement dated as of September 1, 2023 (the "Lease"), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

3. The Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the

terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to the Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. The Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that the Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. The Purchaser believes that the Bonds being acquired are a security of the type that the Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The Purchaser is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to **Section 204(c)** of the Indenture.

11. The Purchaser is the lessee under the Lease or (i) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933, or (ii) any general business corporation or enterprise with total assets in excess of $100,000,000.

ILPT JOPLIN LLC,
a Delaware limited liability company,

By: _____
Name:
Title:

OFFICIAL BID FORM

$36,960,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(3502 ENTERPRISE PROJECT)

August 21, 2023

To: City of Joplin, Missouri (the "City")

For an amount not to exceed $36,960,000 in principal amount of the above-referenced bonds, dated their date of delivery (the "Bonds"), described in your notice of bond sale published in *The Joplin Globe* on August 4, 2023, said Bonds to mature and to bear interest as follows (with interest coming due on December 1 of each year, beginning December 1, 2023, and on the final maturity date):

Maturity December 1	Principal Amount	Interest Rate
2034	Not to Exceed $36,960,000	5.0%

we will pay a purchase price not to exceed $36,960,000 in installments equal to the draw requests received pursuant to a bond purchase agreement to be executed by the undersigned (as "Purchaser"), ILPT Joplin LLC, a Delaware limited liability company (the "Company") and the City, provided that terms acceptable to the Purchaser, the Company and the City are reached with respect to the issuance of such Bonds and the documents to be executed in connection therewith.

Respectfully submitted by an authorized officer of the bidder,

Bidder: ILPT Joplin LLC

Signature: _____

Print Name: _____

$36,960,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS

The City of Joplin, Missouri (the "City"), will receive bids for the above-described Bonds either (1) mailed or delivered in person to the address stated below, or (2) faxed to 417-624-4620 until 10:30 a.m., Central Time, on August 21, 2023. All bids will be opened, read and evaluated at said time, date and place. The award of the Bonds will be acted upon by the City Council at a meeting to be held on August 21, 2023.

The proceeds of the Bonds will be used for the purpose of constructing, improving, purchasing, equipping and installing an expansion to an existing manufacturing, warehouse and distribution facility in the City, including the associated buildings, structures, fixtures and equipment (the "Project") to be leased to a private company (the "Company"), pursuant to a Lease Agreement between the City and the Company (the "Lease Agreement"). Information regarding the Company and the Project is available from the Finance Director at the address stated below. The Bonds and the interest thereon are special, limited obligations of the City payable solely from certain payments made by the Company under the Lease Agreement. The Bonds shall not constitute a debt or liability of the City, the State of Missouri or any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation, and shall not constitute a pledge of the faith and credit of the City, the State or of any political subdivision thereof. The issuance of the Bonds shall not, directly, indirectly or contingently obligate the City, the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The Bonds may be issued in one or more series.

All written proposals must be submitted on the Official Bid Form which, together with the Notice of Bond Sale, may be obtained from the City at the following address:

Leslie Haase
Finance Director
City of Joplin
602 S. Main St.
Joplin, Missouri 64801
417-624-0820

UCC INFORMATION

INDENTURE: (filed with Secretary of State of the State of Missouri)

Debtor:	City of Joplin, Missouri 602 S. Main Street Joplin, Missouri 64801
Secured Party:	UMB Bank, N.A., as Trustee 928 Grand Blvd, 12th Floor Kansas City, MO 64106

Collateral:

THE PROPERTY INCLUDED IN THE TRUST ESTATE UNDER THAT CERTAIN TRUST INDENTURE DATED AS OF SEPTEMBER 1, 2023, BETWEEN DEBTOR AND SECURED PARTY, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, AND PRODUCTS AND PROCEEDS THEREOF, INCLUDING WITHOUT LIMITATION ACCOUNTS, GENERAL INTANGIBLES, INVESTMENT PROPERTY, CHATTEL PAPER, DEPOSIT ACCOUNTS AND INSTRUMENTS.

Requisition No. 1 (Costs of Issuance Fund)
Date: September 1, 2023

REQUISITION CERTIFICATE – COSTS OF ISSUANCE FUND

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF SEPTEMBER 1, 2023, BETWEEN CITY OF JOPLIN, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF SEPTEMBER 1, 2023, BETWEEN THE CITY OF JOPLIN, MISSOURI AND ILPT JOPLIN LLC, A DELAWARE LIMITED LIABILITY COMPANY.

The undersigned Authorized Company Representative hereby states and certifies that:

1. The total shown on **Schedule 1** is requested to pay for costs of issuance relating to the Bonds issued under the Trust Indenture.

2. Said costs of issuance shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the issuance of the Bonds and are due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Costs of Issuance Fund.

ILPT JOPLIN LLC,
a Delaware limited liability company,

By: _____
Name:
Title:

SCHEDULE 1 TO REQUISITION CERTIFICATE

COSTS OF ISSUANCE

Payee and Address	Description	Amount
Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108	Bond Counsel Fee	$58,500
UMB Bank, N.A., as Trustee 928 Grand Blvd, 12th Floor Kansas City, MO 64106	Trustee Origination Fee	_____