# BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

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FEB 2 7 2014

In the Matter of Lake Region Water and Sewer Company's Application to Implement a General Increase in Water and Sewer Service

In the Matter of Lake Region Water and Sewer Company's Application to Implement a General Increase in Water and Sewer Service Case No. SR-2013-045 Missouri Public Service Commission

Case No. WR-2013-0461

## AFFIDAVIT OF RECORDS CUSTODIAN

Before me, the undersigned authority, personally appeared <u>IMOTAY A. GERV</u>, who, being by me duly sworn, deposed as follows:

My name is <u>MOTHY A. GERVY</u>. I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

I am employed by Alterra Bank, 11120 W. 135th Street, Overland Park, Kansas (the Bank) as <u>CHIEF CLER</u> and also have been appointed, and serve, as custodian of the records of the Bank. In this capacity I am familiar with the manner of record keeping maintained by the Bank with respect to its commercial loans and in particular Loan Number 7016782. Attached hereto is a Release of Negative Pledge Agreement (the Release), a record maintained by the Bank with respect to Loan Number 7016782. This record is kept by the Bank in the regular course of its business, and it was the normal and regular course of business of the Bank for an employee or representative of the Bank with knowledge of the Release to make the record thereof to be included in the records of the Bank: and the Release was made of record at or near the time of its execution. The Release attached hereto is an exact duplicate of the original.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal this  $15^{44}$  day of 2014.

fofficial signature] Motary Public [seal] STATE OF My Appl. Exp. (

\_ Reporter PSG File No. WR-2013-0461

### RELEASE OF NEGATIVE PLEDGE AGREEMENT

Lender:

References in the boxes above are for Lender's use only and do not kinit the applicability of this document to any particular ban or item. Any item above containing \*\*\*\*\* has been omitted due to feet length limitations.

**RPS PROPERTIES LP** Borrower: . SALLY J STUMP 10777 BARKLEY SUITE 210 **OVERLAND PARK, KS 66211** 

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Alterra Bank Overland Park 11120 W. 135<sup>th</sup> Street Overland Park, KS 66221-9731 (913) 681-2223

This RELEASE OF NEGATIVE PLEDGE AGREEMENT ("Release") offective January 1, 2014, notwithstanding the date(s) executed by the parties below, is made and executed between RPS PROPERTIES LP and SALLY J STUMP ("Borrower") and Alterra Bank ("Lender"). Borrower executed a NEGATIVE PLEDGE AGREEMENT on August 10, 2011 in connection with commercial loan(s) obtained from Lender. Borrower and Lender have agreed to terminate the NEGATIVE PLEDGE AGREEMENT.

Now THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Lender, the NEGATIVE PLEDGE AGREEMENT dated August 10, 2011 made and executed by the Parties is hereby terminated. Lender releases and forever discharges Borrower from any and all manner of obligation, duty or responsibility arising under the NEGATIVE PLEDGE AGREEMENT.

Capitalized Terms. The capitalized words and terms in this Release shall have the meanings set forth herein and/or in the NEGATIVE PLEDGE AGREEMENT.

No Effect on Indebtedness. The Loan, the Note, the Collateral and overall, the Indebtedness, are not affected by this Release and remain in full force and effect.

Successors and Assigns. The covenants and agreements sat forth in this Release shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

#### BORROWER:

### **RPS PROPERTIES LP**

Schwermann Properties Ltd., General Partner of RPS Properties LP

BY:

nn ROBERT P-SCHWERMANN, PRESIDENT of SCHWERMANN PROPERTIES LTD

BY:

SALLY

2014

Date:

Authorized signer

LENDER:

**ALTERRA BANK** 

2014 01 ٤IJ Date: