THE CITY OF HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
APRIL 3, 2023
6:00 PM

1. **Call to Order**

   A. **Pledge of Allegiance**

   B. **Roll Call**

2. **Ceremonial Matters**

3. **Public Participation**

4. **Approval of Minutes**

   A. **Board of Aldermen - Regular Meeting - Mar 20, 2023 6:00 PM**

   B. **Board of Aldermen - Work Session - Mar 20, 2023 6:30 PM**

5. **Agenda Items**

   A. **Council Bill 32: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF PAUL MENSCHING TO THE PLANNING AND ZONING COMMISSION.**

   B. **Council Bill 33: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF JOSEPH PARKHURST TO THE ENHANCED ENTERPRISE ZONE BOARD.**

   C. **Council Bill 34: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING PARK BOARD REGULATIONS**

   D. **Council Bill 35: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, AUTHORIZING THE CITY OF HARRISONVILLE, MISSOURI, REFUNDING AND IMPROVEMENT CERTIFICATES OF PARTICIPATION, SERIES 2023 AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION WITH THE DELIVERY OF THE CERTIFICATES.**

6. **Aldermen and Committee Reports**

7. Report from the City Administrator

8. Questions from the Media

9. Adjourn from Regular Session

Posted on City Hall Bulletin Board this 31st day of March, 2023.

____

Daniel Barnett, City Clerk

Public participation during regular meetings of the Board of Aldermen shall be limited to those who have submitted a completed agenda request form. 2 Each person wishing to address the Board during regular meetings of the Board of Aldermen on a topic not on the agenda shall submit a completed agenda request form five (5) business days prior to the meeting the person wishes to address the Board. If the agenda request concerns a complex issue requiring staff research time, the opportunity to address the Board may be moved to a future meeting instead of the meeting immediately following the submission of the agenda request form. 3. Those that have submitted a completed agenda request form shall be limited to three (3) minutes to address the Board, this time cannot be yielded to another person and this time may be extended in three (3) minutes increments only upon a majority vote of the members of the Board of Aldermen, with each additional three (3) minute increment requiring an additional majority vote of the members of the Board of Aldermen.

THE CITY OF
HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

DRAFT

MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MARCH 20, 2023
6:00 PM

1. Call to Order

The meeting was called to order at 6:00 PM by Mayor Judy Bowman.

A. Pledge of Allegiance

Attendee Name	Organization	Title	Status	Arrived
Bill Mills	Harrisonville	Board Member	Present	
Mike Zaring	Harrisonville	Board Member	Remote	
Sandy Franklin	Harrisonville	Board Member	Present	
Dave Doerhoff	Harrisonville	Board Member	Remote	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Gary Davidson	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Judy Bowman	Harrisonville	Mayor	Present	

Others present: City Administrator Brad Ratliff, City Attorney Alex Felzien, Director of Administrative Services Jeremy Smith, Parks and Recreation Grant Purkey, Community Development Director Christina Stanton, Economic Development Director Jim Clarke, Electric Superintendent Andy Pollard, Police Chief John Hofer, Fire Chief Rusty Sullivan, Public Works Director/City Engineer Carl Brooks, Mr. Joey McLiney of McLiney and Company and City Clerk Daniel Barnett - recording.

2. Ceremonial Matters

None.

3. Public Participation

None.

4. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Mar 6, 2023 6:00 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Sandy Franklin, Board Member
SECONDER:	Judy Reece, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

B. Board of Aldermen - Work Session - Mar 6, 2023 6:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Marcia Milner, Board Member
SECONDER:	Sandy Franklin, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

5. Agenda Items

A. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AMENDING THE ADOPTED 2023 BUDGET FOR THE CITY OF HARRISONVILLE, MISSOURI TO ADJUST MONIES IN THE GENERAL AND EMS FUNDS

Staff report presented by Director of Administrative Services Smith.

Smith spoke to the need to amend the 2023 budget to reflect a change in the budgeted amount for the Emergency Services' Ground Emergency Medical Transportation budget, from $50,000 to $97,944.38.

Smith noted that the City is obligated to expense to the Missouri Treasurer a Non-Federal Share Reduction in the amount is $50,462.60, which is also part of the proposed budget amendment.

Smith also spoke to the need to amend the 2023 budget to reflect the needed $10,000 for Computer Supplies budget in the IT budget.

Upon passage, Mayor Bowman designated the ordinance to be Ordinance number 3636.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Sandy Franklin, Board Member
SECONDER:	Matt Turner, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

B. PUBLIC HEARING: Code Changes for Chapters 405, 410, 415 and 420

Staff report presented by Community Development Director Stanton.

Stanton said City staff are proposing various Municipal Code changes to address areas of the Code that would greatly benefit from clarification, simplification, and general clean-up. The proposed Code changes fall into three broad categories: Outline Corrections, Subdivision Changes and Applications and Procedures.

Stanton reminded the Board of previous discussions on the subject during the March 6, Work Session.

Stanton said the proposed changes received unanimous approval from the Planning and Zoning Commission.

Mayor Bowman opened the Public Hearing at 6:07 p.m.

With no public comment offered, Mayor Bowman closed the Public Hearing at 6:07 p.m.

RESULT:	**PRESENTED**

C. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING SECTIONS 410.020, 410.050, 410.090, ARTICLE III TITLE, 410.180, 410.190, 410.220, 410.270, 410.560, 410.620, 410.670, 415.050, 415.140, 415.150, 415.170, 415.190, 415.260, 420.030, 420.130, 420.140, 420.160, 420.180, 420.190, AND 420.230 OF THE HARRISONVILLE MUNICIPAL CODE AND ESTABLISHING AN EFFECTIVE DATE.

Upon passage, Mayor Bowman designated the ordinance to be Ordinance number 3637.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bill Mills, Board Member
SECONDER:	Gary Davidson, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

D. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING SECTIONS 405.030, 405.585, 405.595, 410.060, 410.070, 410.080, 410.160, 410.260.B, 410.280.A, 410.290, 410.300, 410.490.J.7.d(1), 410.540.B, 410.460.B.8, 490.J.7.d, and 420.250.B.5 and 6 OF THE HARRISONVILLE MUNICIPAL CODE AND ESTABLISHING AN EFFECTIVE DATE.

Community Development Director Stanton noted a scrivener's error in the title of the ordinance to add 410. In front of 490.J.7.d,.

A motion to amend the ordinance to reflect a correction to the title of Council Bill 28 was made by Alderman Davidson, with a second by Alderwoman Milner.

Following the roll-call vote, the motion carried unanimously.

Upon passage, Mayor Bowman designated the ordinance to be Ordinance number 3638.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Gary Davidson, Board Member
SECONDER:	Marcia Milner, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

E. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING ARTICLE XXIII UNDER CHAPTER 405—ZONING REGULATIONS, SECTION 405.630, AND CREATING SECTION 635 OF THE HARRISONVILLE MUNICIPAL CODE AND ESTABLISHING AN EFFECTIVE DATE.

Upon passage, Mayor Bowman designated the ordinance to be Ordinance number 3639.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Sandy Franklin, Board Member
SECONDER:	Marcia Milner, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

F. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING BUSINESS LICENSE REGULATIONS AND PENALTIES

Staff report presented by Director of Administrative Services Smith.

Smith proposed a change in responsibility for revocation of business licenses, moving the task from the Board of Aldermen to the Municipal Court.

Smith said he had spoken with Judge Lograsso, who was in favor of the proposed transition.

Smith also spoke to potential preventative measures for businesses attempting to work around the City's business licensing requirements, in an effort to not pay City licensing fees or State taxes.

Upon passage, Mayor Bowman designated the ordinance to be Ordinance number 3640.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Gary Davidson, Board Member
SECONDER:	Sandy Franklin, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

G. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING THE DUTIES OF THE MAYOR AND CITY ADMINISTRATOR AND THEIR ROLES WITHIN THE CITY'S PROCUREMENT POLICY

Staff report presented by Director of Administrative Services Smith.

Smith spoke about the need to update the current Procurement Policy to better align with the way the City operates in the present day.

Smith said the proposed policy would create a more complete and modernized purchasing policy for the City.

Ratliff noted that the policy would ensure that the proposed changes would allow for the appropriate information make its way to the Board of Aldermen in a timely manner.

Upon passage, Mayor Bowman designated the ordinance to be Ordinance number 3641.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Sandy Franklin, Board Member
SECONDER:	Judy Reece, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

6. Aldermen and Committee Reports

Alderwoman Reece thanked the Harrisonville Police Department for their continued protection of Harrisonville citizens, and spoke about a recent storied shared with her by a resident who recently received assistance from officers.

Alderwoman Franklin provided a report on the recent Bright Futures Harrisonville Adult Prom event. Franklin spoke about the Ladies Night Out event on the Historic Harrisonville Square, and said it was nice to see so many people out and enjoying the square.

Alderman Davidson said he is very proud of the Harrisonville Police Department and thanked Alderwoman Reece for sharing the positive story about the department.

Alderwoman Milner reminded all in attendance that this week is Spring Break for the Harrisonville School District, and asked that everyone stay vigilant when driving around, as children will be out and about throughout the week.

7. Report from the City Administrator

City Administrator Ratliff spoke to the Board about a series of upcoming events that will be taking place in and around the community.

Ratliff informed the Board that a Notice of Opportunity for a Public Hearing for proposed improvements at Lawrence Smith Memorial Airport has been posted and is now open for public comment until April 15, 2023, regarding the draft environmental assessment.

Ratliff said engineers are surveying the project limits for the Missouri Highway 2 Bridge over Muddy Creek Tributary Project.

Ratliff said City staff plan to advertise the installation contract for the South Service Area Sanitary Sewer Project on April 25, and take bids on May 16.

Ratliff informed the Board that the Fire Department recently held Engineer qualifications for the department. Ratliff said the department now has four State-certified Apparatus Operators.

Ratliff informed the Board that the Police Department has taken possession of dual-purpose K9 Max, who has begun informal training with handler McCulloch to see how the two work together. Ratliff said certification training will begin in about three weeks and will last about six weeks.

A. February 2023 Municipal Court Report

8. Questions from the Media

None.

9. Adjourn from Regular Session

Mayor Bowman extended condolences on behalf of herself, the Board of Aldermen and City staff to the Garrie family, following the recent passing of former Harrisonville Police Officer Jerry W. 'JW' Garrie.

Bowman shared an email sent to her by Assistant Parks and Recreation Director Scott Garrie, in which he thanked the City for its support of the Garrie family during this difficult time, and for efforts to restore Marler-Wirt-Allen Park.

A motion was made by Alderwoman Franklin to adjourn, with a second by Alderwoman Milner. Motion carried with all ayes. Meeting adjourned at 6:36 p.m.

____
Judy Bowman, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

____
Daniel Barnett, City Clerk

THE CITY OF HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

DRAFT

MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
WORK SESSION
CITY HALL
MARCH 20, 2023
6:30 PM

1. Call to Order

The meeting was called to order at 6:43 PM by Mayor Judy Bowman.

2. Present

Attendee Name	Organization	Title	Status	Arrived
Bill Mills	Harrisonville	Board Member	Present	
Mike Zaring	Harrisonville	Board Member	Remote	
Sandy Franklin	Harrisonville	Board Member	Present	
Dave Doerhoff	Harrisonville	Board Member	Remote	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Gary Davidson	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Judy Bowman	Harrisonville	Mayor	Present	

Others present: City Administrator Brad Ratliff, City Attorney Alex Felzien, Director of Administrative Services Jeremy Smith, Public Works Director/City Engineer Carl Brooks, Police Chief John Hofer, Fire Chief Rusty Sullivan, Electric Superintendent Andy Pollard, Parks Director Grant Purkey, Community Development Director Christina Stanton, Economic Development Director Jim Clarke, Mr. Joey McLiney of McLiney and Company and City Clerk Daniel Barnett - recording.

3. Discussion Items

A. Royal Street Bond Discussion

Mr. Joey McLiney of McLiney and Company spoke to the Board about possible funding options, including bonds, for the proposed Royal Street Improvement project.

McLiney said the proposed bonds would be through an inter-governmental agreement with the 291/71 Highway Transportation Development District.

McLiney said the proposed bonds were based on 1-percent sales tax growth.

McLiney said the Parks and Recreation Department's certificates of participation would not be included in the proposed bonds.

McLiney outlined a series of resources that the City would have in a year where there was somehow a shortfall.

Alderwoman Milner asked why the City is able to get a lower interest rate than the TDD could.

McLiney said it was because the City has stronger credit.

City Administrator Ratliff said the TDD Board of Directors are in favor of the proposed bonds.

Parks Director Purkey spoke to funding for new Community Center heating and cooling and Outdoor Pool pump purchases within the Parks and Recreation Department.

A consensus of the Board was reached to move forward with the proposed bond plan for the Royal Street Improvement project presented by McLiney and Company.

RESULT:	PRESENTED

B. Boards and Commissions

City Attorney Felzien spoke to proposed changes to the Harrisonville Municipal Code, as it relates to the City's Park Board.

Felzien spoke about proposed changes to the make-up of the Park Board, to establish roles; including:

1. *Community Center Representative*
2. *Parks and Trails Representative*
3. *Youth Sports Representative*
4. *Business Community Representative*
5. *School District Representative*
6. *Senior Citizens Representative*
7. *Competitive Soccer Representative*
8. *Board of Aldermen Liaison*
9. *Mayor or Mayor's Designee*

Felzien spoke about proposed clarification within the Harrisonville Municipal Code regarding the responsibilities and powers of the Park Board, particularly related to the hiring or firing of employees.

City Administrator Ratliff spoke to the proposed roles within the Park Board and the reasons for them.

Felzien said, if the Board wishes to move forward, the effective date of the ordinance could be set to whatever best suits the City and City staff.

Alderman Zaring spoke in support of the proposed changes.

Alderman Davidson asked about the possibility of waiting to implement some of the changes until a Park Board member's term expires.

Alderwoman Milner asked if the members of the Park Board had seen the proposed changes.

Mayor Bowman said they had not, but said Parks Director Purkey will be meeting individually with each member of the Park Board to discuss the proposed changes and receive feedback.

Milner asked when Parks staff would like to put the changes in place.

Purkey said he would like to move forward in the near future.

Alderwoman Franklin said she is in favor of moving forward with the proposed changes.

Milner said that if a change is to be made, she would prefer to keep the playing field level for all involved and remove all Park Board members and, allowing each of them to reapply.

Alderman Doerhoff said he would like to see the proposed changes put in place sooner than later.

Discussion was held over the timing of filling Park Board seats, once the current board is notified of the proposed changes.

A consensus of the Board was reached to move forward with the proposed changes to the Park Board, and to place the ordinance on the April 3, 2023 Board of Aldermen agenda.

A motion to adjourn from the Work Session was made by Alderwoman Franklin to adjourn, with a second by Alderwoman Milner. Motion carried with all ayes. Meeting adjourned at 8:11 p.m.

RESULT: PRESENTED

____
Judy Bowman, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

____
Daniel Barnett, City Clerk

THE CITY OF HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Theresa West, Assistant**

DATE: **March 30, 2023**

SUBJECT: **Paul Mensching appointed to Planning and Zoning**

Type of Item: *Approval*

A. Action Item (ID # 4472)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF PAUL MENSCHING TO THE PLANNING AND ZONING COMMISSION.

Attachments:

Paul Mensching appointed to Planning and Zoning (DOCX)

Paul Mensching Application Form (PDF)

Council Bill No. 2023

Resolution No. 2023

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF PAUL MENSCHING TO THE PLANNING AND ZONING COMMISSION.

WHEREAS, the Board of Aldermen have determined a need to fill a seat(s) on the Planning and Zoning Commission; and

WHEREAS, Paul Mensching fully meets the qualifications for appointment to this Commission; and

WHEREAS, said appointment will expire in November of 2026; and.

WHEREAS, Mayor Judy Bowman recommends the appointment of Paul Mensching to the Planning and Zoning Commission, upon approval of the Board of Alderman.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen approves the appointment of Paul Mensching to the Planning and Zoning Commission.

Section 2. Effective Date. This resolution shall become effective upon approval and passage by the Board of Aldermen.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 3RD DAY OF APRIL 2023.

VOTE TAKEN AS FOLLOWS:

AYES:
NAYS:
ABSENT:
ABSTAIN:
EXCUSED:

____
Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

____

Daniel Barnett, City Clerk
WITNESS my hand and seal this 3rd day of April 2023.

THE CITY OF
HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

Board, Commission and Committee Appointment Application Form

Name: Paul Mensching	Date: 3/21/2023
Home Address: 3009 E. Canyon Dr.	
Email Address: paulmensching@yahoo.com or paul.mensching@harrisonvilleschools.org	
Home Telephone: 816-738-2739	Work/Cell Telephone: 816-380-2727
Occupation: Superintendent of Harrisonville Schools	Best time to call Anytime am/pm
Do you own commercial property and/or operate a business in Harrisonville? No	
Work/Business Name	
Work/Business Address	
Length of Residency in Harrisonville: 5 years	

Are you now, or have you ever served on a board, commission or committee for the City of Harrisonville or other community?
Yes X No ☐
If yes, please give name of board, commission and /or committee and dates served:

EZZ and TIFF since 2018

BOARD, COMMISSION OR COMMITTEE PREFERENCE(S): Refer to last page for list of Boards, Commissions and Committees (Please list no more than three boards, commissions or committees in order of preference)

1) Planning and Zoning	2) Zoning and Adjustment	3) Wherever needed! Willing to serve!

Are you registered to Vote: Yes X No ☐ (application continued on back page)

I understand that my attendance at all regularly scheduled meetings is critical even if I am an alternate member and that the Board of Aldermen may appoint a replacement for members who are chronically absent from regular meetings. I also understand that this application is considered a public record.

Applicant's Signature: Paul Mensching

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the Board, Commission or Committee for which you have applied.

- ✓ Please notify the City Clerk's Office at 816-380-8918 if you move or no longer wish to be considered for appointment.
- ✓ Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- ✓ Mail or deliver your completed application to: City of Harrisonville, City Clerk's Office, 300 E Pearl, Harrisonville, MO 64701

* Application must be completed in order to be considered *

THANK YOU FOR YOUR INTEREST IN THE CITY OF HARRISONVILLE

THE CITY OF HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Theresa West, Assistant**

DATE: **March 30, 2023**

SUBJECT: **Joseph Parkhurst appointed to Enhance Enterprise Zone Board**

Type of Item: *Approval*

B. Action Item (ID # 4473)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF JOSEPH PARKHURST TO THE ENHANCED ENTERPRISE ZONE BOARD.

Attachments:

Joseph Parkhurst appoointed to Enhance Enterprise Zone Board (DOCX)

Joseph Parkhurst Application Form (PDF)

Council Bill No. 2023

Resolution No. 2023

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF JOSEPH PARKHURST TO THE ENHANCED ENTERPRISE ZONE BOARD.

WHEREAS, the Board of Aldermen have determined a need to fill a seat(s) on the Enhanced Enterprise Zone Board; and

WHEREAS, Joseph Parkhurst fully meets the qualifications for appointment to this Commission; and

WHEREAS, said appointment will expire in August of 2027; and.

WHEREAS, Mayor Judy Bowman recommends the appointment of Joseph Parkhurst to the Enhanced Enterprise Zone Board, upon approval of the Board of Alderman.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen approves the appointment of Joseph Parkhurst to the Enhanced Enterprise Zone Board.

Section 2. Effective Date. This resolution shall become effective upon approval and passage by the Board of Aldermen.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 3RD DAY OF APRIL 2023.

VOTE TAKEN AS FOLLOWS:

AYES:
NAYS:
ABSENT:
ABSTAIN:
EXCUSED:

____
Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

____
Daniel Barnett, City Clerk
WITNESS my hand and seal this 3rd day of April 2023.

THE CITY OF
HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

Board, Commission and Committee Appointment Application Form

Name: Joseph Parkhurst	Date: 3/20/23
Home Address: 1316 Norfolk Drive Harrisonville MO 64701	
Email Address: JosephRParkhurst@Gmail.com	
Home Telephone: 816-718-1699	Work/Cell Telephone: 816-718-1699
Occupation: Assistant Superintendent (July)	Best time to call: any am/pm
Do you own commercial property and/or operate a business in Harrisonville? No	
Work/Business Name: Harrisonville School District	
Work/Business Address: 503 S. Lexington Harrisonville MO 64701	
Length of Residency in Harrisonville: 2012-2013 2016-Present	
Are you now, or have you ever served on a board, commission or committee for the City of Harrisonville or other community? Yes ☐ No ☒ If yes, please give name of board, commission and /or committee and dates served:	

BOARD, COMMISSION OR COMMITTEE PREFERENCE(S): Refer to last page for list of Boards, Commissions and Committees (Please list no more than three boards, commissions or committees in order of preference)

1) Enhanced Enterprise Zone Board	2) Historic Preservation Commission	3) TIF Commission

Are you registered to Vote: Yes ☒ No ☐

(application continued on back page)

I understand that my attendance at all regularly scheduled meetings is critical even if I am an alternate member and that the Board of Aldermen may appoint a replacement for members who are chronically absent from regular meetings. I also understand that this application is considered a public record.

Applicant's Signature: ____________________

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the Board, Commission or Committee for which you have applied.

- ✓ Please notify the City Clerk's Office at 816-380-8918 if you move or no longer wish to be considered for appointment.
- ✓ Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- ✓ Mail or deliver your completed application to: City of Harrisonville, City Clerk's Office, 300 E Pearl, Harrisonville, MO 64701

* Application must be completed in order to be considered *

THANK YOU FOR YOUR INTEREST IN THE CITY OF HARRISONVILLE

THE CITY OF HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Daniel Barnett,**

DATE: **March 30, 2023**

SUBJECT: **Ordinance Amending Park Board Regulations**

Type of Item: *Approval*

C. Action Item (ID # 4474)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING PARK BOARD REGULATIONS

Attachments:

Boards and Commissions Staff Report Grant Purkey(DOCX)

Corrected Park Board Ordinance (DOCX)

THE CITY OF HARRISONVILLE
WHERE TRADITION MEETS INNOVATION
300 E. Pearl Street, P.O. Box 367 • Tel: 816-380-8900 • Fax: 816-380-8906 • Harrisonville, MO 64701

To: **Board of Aldermen**

From: Grant Purkey – Parks and Recreation Director

Date: **4/3/23**

Re: **Amending Park Board Regulations**

GENERAL INFORMATION

Applicant:

Requested Actions:

Date of Application:

PROPOSAL

As per the directive of the Board of Aldermen, the Park Board is to be restructured to include representatives from the following areas of the community: Youth Sports, Community Center, Local Businesses, School District, Parks and Trails, Senior Citizens, and Soccer Club.

PREVIOUS ACTIONS

Discussion held during the March 20, 2023 Work Session.

KEY ISSUES

STAFF COMMENTS AND SUGGESTIONS

Staff have updated the Board and Commission application to incorporate the descriptions of the Park Board representations.

STAFF RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

STAFF CONTACT: **Grant Purkey, Parks and Recreation Director**

Council Bill No. ____

Ordinance No. ____

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING PARK BOARD REGULATIONS

WHEREAS, the City of Harrisonville desires to amend various sections of the Harrisonville Municipal Code (the "Code") in regards to the composition and functions of the Park Board.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AS FOLLOWS:

Section 1: Section 225.020 of the Code is hereby amended to read as follows:

"**Composition.**

The Park and Recreation Board shall be composed of nine (9) members. Each member shall be appointed by the Mayor, with the approval of the Board of Aldermen, as one (1) of the following representatives, liaisons, or designees:

1. Community Center Representative
2. Parks and Trails Representative
3. Youth Sports Representative
4. Business Community Representative
5. School District Representative
6. Senior Citizens Representative
7. Competitive Soccer Representative
8. Board of Aldermen Liaison
9. Mayor or Mayor's Designee"

Section 2: Section 225.080 of the Code is hereby amended to read as follows:

"**Rules and Regulations Authorized.**

Within forty-five (45) days after appointment, the Park and Recreation Board shall adopt and promulgate the rules and regulations for the conduct, administration and management of the public recreational program and submit the same for the approval of the Board of Aldermen immediately thereafter. Thereafter, any recommended change in the rules and regulations shall first be submitted to the Board of Aldermen for their approval before the same shall become effective. No rule or regulation shall become effective without first being approved by the Board of Aldermen. Any and all employment decisions are exclusively reserved for the City Administrator, or their designee."

<u>Section 3</u>: That this Ordinance shall be in effect on June 1st, 2023.

Read for the first time by title only on the 3rd day of April, 2023. Read for the second time by title only on the 3rd day of April 2023.

____
Judy Bowman, Mayor

ATTEST:

____
Daniel Barnett, City Clerk

APPROVED by the Mayor this 3rd day of April 2023.

THE CITY OF HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Daniel Barnett,**

DATE: **March 30, 2023**

SUBJECT: **Ordinance Refunding and Improvement Certificates of Participation Series 2023**

<u>Type of Item:</u> *Approval*

D. Action Item (ID # 4475)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, AUTHORIZING THE CITY OF HARRISONVILLE, MISSOURI, REFUNDING AND IMPROVEMENT CERTIFICATES OF PARTICIPATION, SERIES 2023 AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION WITH THE DELIVERY OF THE CERTIFICATES.

Attachments:

Financing Agreement Refunding and Improvement Certificates of Participation Series 2023 (DOCX)

Indenture Refunding and Improvement Certificates of Participation Series 2023 (DOC)

Certificate Purchase Agreement Refunding and Improvement Certificates of Participation Series 2023 (DOCX)

Lease Refunding and Improvement Certificates of Participation Series 2023 (DOCX)

CDA Refunding and Improvement Certificates of Participation Series 2023 (DOCX)

TCA - 2023A Refunding and Improvement Certificates of Participation Series 2023 (DOCX)

TCA - 2023B Refunding and Improvement Certificates of Participation Series 2023 (DOCX)

POS Refunding and Improvement Certificates of Participation Series 2023 (DOCX)

Ordinance Refunding and Improvement Certificates of Participation Series 2023 (DOCX)

FINANCING AGREEMENT

Dated as of April 1, 2023

between

THE CITY OF HARRISONVILLE, MISSOURI

and the

HIGHWAY 71/291 PARTNERS IN PROGRESS
TRANSPORTATION DEVELOPMENT DISTRICT

RELATING TO

$25,300,000
CITY OF HARRISONVILLE, MISSOURI
REFUNDING AND IMPROVEMENT CERTIFICATES OF PARTICIPATION
(TRANSPORTATION IMPROVEMENTS PROJECT)
SERIES 2023A

FINANCING AGREEMENT

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ARTICLE V

MISCELLANEOUS

FINANCING AGREEMENT

This **FINANCING AGREEMENT** (the "Financing Agreement") is dated as of April 1, 2023 between the **HIGHWAY 71/291 TRANSPORATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision of the State of Missouri (the "District") and the **CITY OF HARRISONVILLE, MISSOURI**, a fourth-class city and political subdivision of the State of Missouri (the "City").

<u>RECITALS</u>:

1. Pursuant to the Transportation Development District Act, Sections 238.200 to 238.280, inclusive, of the Revised Statutes of Missouri, as amended (the "TDD Act") and a Judgment and Order of the Circuit Court of Cass County, Missouri entered on January 12, 2009, the court approved the formation of the District for the purpose of financing the costs of certain improvements set out in the petition for formation of the District in connection with certain transportation projects within the City (the "Original TDD Project") and paying the costs of formation and operation of the District.

2. On July 7, 2009, the qualified voters of the TDD, by a special mail-in ballot election, approved the imposition of a sales tax (the "TDD Sales Tax") at the rate of 1.0% for the purpose of paying costs of the Original TDD Project and the costs of formation and operation of the District.

3. On April 28, 2015, the qualified voters of the District, by a special mail-in ballot election, approved the extension of the TDD Sales Tax until July 31, 2034.

4. On January 3, 2023, the qualified voters of the District, by a special mail-in ballot election, approved the extension of the TDD Sales Tax until July 31, 2058 and approved the amendment of the District's Petition to add additional District transportation projects within the City (the "2023 TDD Project").

5. The District has previously issued its Transportation Sales Tax Revenue Bonds (Interstate 49/Highway 291 Interchange Project - Harrisonville, Missouri), Series 2014 (the "Refunded TDD Bonds") to finance the costs of the Original TDD Project.

6. On April __, 2023, the City adopted an ordinance (the "Ordinance") authorizing the issuance of its City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation (Transportation Improvements Project), Series 2023A in the aggregate principal amount of $25,300,000 (the "Series 2023A Certificates") under a Trust Indenture dated as of April 1, 2023 (the "Indenture") between the City and UMB Bank, N.A., as trustee (the "Trustee") for the purpose of (a) financing certain costs of the 2023 TDD Project, (b) refunding the Refunded Bonds, and (c) paying the costs of issuance of the Series 2023A Certificates and the refunding of the Refunded Bonds.

7. On April __, 2023, the District adopted a resolution (the "District Resolution") approving and authorizing the execution of this Financing Agreement and other documents in connection with the issuance of the Series 2023A Certificates.

8. Pursuant to an Ordinance adopted April __, 2023, the City is authorized to execute and deliver this Financing Agreement between the City and the District for the purpose of issuing and securing the Series 2023A Certificates as hereinafter provided.

9. The City and the District are entering into this Financing Agreement pursuant to which the City and the District will transfer certain funds to be used to pay debt service of the Series 2023A Certificates.

NOW THEREFORE, for and in consideration of the premises and the mutual representations, covenants and agreements contained herein, the City and the District do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Unless the context requires otherwise, capitalized terms used in this Financing Agreement but not defined herein shall have the same meanings as set forth in **Section 1.01** of the Indenture.

ARTICLE II

THE DISTRICT

Section 2.1. Representations by the District. The District represents and warrants to the City and the Trustee as follows:

(a) The District is a transportation development district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the TDD Act.

(b) The District has lawful power and authority to enter into, execute and deliver this Financing Agreement and all other documents required to be executed and delivered by it in connection with the issuance of the Series 2023A Certificates and to carry out its obligations hereunder. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Financing Agreement, acting by and through its duly authorized officers.

(c) The execution and delivery of this Financing Agreement, the consummation of the transactions contemplated by this Financing Agreement and the performance of or compliance with the terms and conditions of this Financing Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the District is a party or by which it or any of its property is bound, or by any of the constitutional or statutory laws, rules, regulations or orders applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreement to which the District is a party.

(d) There is no litigation or proceeding pending or threatened against the District or any other person affecting the right of the District to execute or deliver this Financing Agreement or the ability of the District to otherwise comply with the obligations under this Financing Agreement. Neither the execution and delivery of this Financing Agreement by the District, nor compliance by the District with its obligations under this Financing Agreement, require the approval of any regulatory body or any other entity, which approval has not been obtained.

(e) The TDD Property to be financed with the Series 2023A Certificates consists the acquisition and construction of transportation-related public improvements that further the District's public purposes and are authorized to be financed by the District under the constitution and laws of the State and the petition to form the District, as amended.

(f) The District has duly completed all required proceedings and approvals in connection with the establishment of the District and the Project, and the imposition of the TDD Sales Tax, all in accordance with the TDD Act.

Section 2.2. Collection and Application of District Sales Taxes.

(a) The District hereby ratifies and confirms the establishment of an account held by the City, the "Transportation Development District Sales Tax Trust Fund," into which all proceeds of the 1.0% sales tax imposed by the District on retail sales within the boundaries of the District (the "TDD Sales Tax Revenues") are to be deposited. The Transportation Development District Sales Tax Trust Fund, and any accounts therein, shall be segregated on the books and records of the City and shall be kept separate and apart on the books and records of the City from all other moneys, revenues, funds, and accounts of the City and shall not be comingled with any other moneys, revenues, funds, and accounts of the City.

(b) The District confirms that it has imposed the TDD Sales Tax at the rate of 1.0% of retail sales. In no event while Series 2023A Certificates, or any other Additional Certificates secured by the Net Revenues, are Outstanding under the Indenture shall the District take any action to repeal or reduce the amount of District Sales Tax imposed or enter into any agreements that would prohibit the District Sales Tax from being generally applicable taxes. The City shall, at the expense of the Trust Estate, and notwithstanding **Section 6.07** of the Indenture, with priority of payment therefrom, take all lawful action within its control to cause the Missouri Department of Revenue to collect the TDD Sales Tax.

(c) The District hereby authorizes and directs the City to perform all functions incident to the administration, collection, enforcement and operation of the District Sales Tax or to provide for the performance of such functions by the Missouri Department of Revenue. The District shall direct the transfer of all proceeds of its District Sales Tax that may lawfully be collected to the City for deposit into the Transportation Development District Sales Tax Trust Fund, subject to the provisions in **Section 2.3** below. The District's Board of Directors may, in its sole discretion, direct the City in making investments of any or all of the moneys deposited in the Transportation Development District Sales Tax Trust Fund in accordance with applicable laws relating to investment of the District's funds. In the absence of any direction for investments by the District, the City may invest moneys in the Transportation Development District Sales Tax Trust Fund in accordance with applicable laws relating to the investment of the District's funds. All interest earned upon the balance in the Transportation Development District Sales Tax Trust Fund shall be credited to the Transportation Development District Sales Tax Trust Fund.

(d) The City, on behalf of the District, shall keep accurate records of the amount of District Sales Tax collected and such records shall be open to the inspection of officers of the District, the Trustee and the general public to the extent allowed under Missouri law.

(e) Subject to appropriation by the District, on the 10th day (and if such day is not a business day, the next succeeding business day) of each calendar month during the term of this Financing Agreement, the District hereby directs the payment by the City to the Trustee of all Net Revenues on deposit in the Transportation Development District Sales Tax Trust Fund for application in accordance with the terms of the Indenture.

Section 2.3. Appropriation; Budget. The District hereby covenants and agrees to include in the budget proposal submitted to the District's Board of Directors for each fiscal year a request for an appropriation of the Net Revenues collected during such fiscal year for deposit in the Revenue Fund under the Indenture. The City, on behalf of the District, shall deliver written notice to the Trustee no later than 15 days after the commencement of each fiscal year of the District if the Board of Directors of the District has not appropriated funds in an amount equal to the Net Revenues received during such fiscal year. The parties hereto acknowledge and agree that the payment of Net Revenues to the Trustee shall constitute currently budgeted expenditures of the District and shall not in any way be construed or interpreted as creating a liability or a general obligation or debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the District. The District's obligations under this Financing Agreement shall be from year to year only, and shall not constitute a mandatory payment obligation of the District in any ensuing fiscal year beyond the then current fiscal year. If in any fiscal year the Board of Directors of the District fails to adopt a budget, the budget for the prior fiscal year shall continue. Any District Sales Tax so appropriated are pledged by the District to payment of the Series 2023A Certificates and shall be transferred by the City to the Revenue Fund at the times and in the manner provided in the Indenture and in **Section 2.2(e)** herein.

Section 2.4. Records of the District. The District shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business affairs of the District in accordance with accounting principles generally accepted in the United States of America or other accounting principles applicable to governmental units such as the District (including cash basis or modified cash basis), and the District will furnish to the City such information not otherwise available to the City as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms and provisions of this Financing Agreement have been met.

Section 2.5. District Financial Statements and Reporting Requirements. The District (or the City on its behalf) shall promptly, and in any event not later than the last calendar day of the sixth month following the end of each December 31, provide to the Trustee a copy of the financial statements of the District for the prior fiscal year, which may be unaudited and may be prepared on a cash basis, modified cash basis or in accordance with other accounting principles generally accepted in the United States. The Trustee shall promptly forward such information to any Owner who requests such information at such Owner's expense. The District shall comply with the budgetary and reporting requirements contained in the Revised Statutes of Missouri, including without limitation those found in the TDD Act and Section 105.145.

Section 2.6. Administrative Fees and Operating Expenses.

(a) The City shall be entitled to retain from the District Sales Tax the amount equal to 1.0% of the total TDD Sales Tax Revenues collected by the City on behalf of the District, as payment for the City's services in the administration of the District and the collection of the District Sales Taxes pursuant to the Cooperative Agreement.

(b) The City shall pay, or shall reimburse the District for the payment of, from the District Sales Tax Revenues the operating costs of the District described in the Cooperative Agreement (subject to the limitations of the Indenture) as budgeted and approved by the District.

Section 2.7. Restriction on Transfer of District's Interests. The District will not sell, assign, transfer or convey its interests in the District Sales Tax or this Financing Agreement except pursuant to this Financing Agreement. Other than the Cooperative Agreement and this Financing Agreement, the District will not enter into any tax-sharing agreement or other arrangement with respect to the collection and application of the District Sales Tax, and agrees that any additional financing of the costs of the 2023 TDD Project for the District will be financed by the City.

Section 2.8. Indemnification. To the extent permitted by law, the District agrees to indemnify the City and any past, present or future elected official, trustee, officer, employee or agent of the City for and to hold them harmless against all liabilities, claims, costs and expenses incurred without negligence or willful misconduct on the part of the City or such past, present or future elected official, trustee, officer, employee or agent of the City, on account of any action taken or omitted to be taken by the City in accordance with the terms of this Financing Agreement, the Series 2023A Certificates or the Indenture or any action taken at the request of or with the consent of the District, including the costs and expenses of the City in defending itself against any such claim, action or proceeding brought in connection with the exercise or performance of any of its powers or duties under this Financing Agreement, the Series 2023A Certificates or the Indenture.

Section 2.9. Cooperative Agreement. The terms and provisions of this Financing Agreement, the Indenture and the Lease shall override any inconsistent terms of the Cooperative Agreement. To the extent not inconsistent with this Financing Agreement, the Indenture and the Lease, the City and the District shall comply with the terms of the Cooperative Agreement. The City and the District recognize that the Series 2023A Certificates constitute "Obligations" under the Cooperative Agreement; that the Indenture, Lease and other documents relating to the issuance of the Series 2023A Certificates constitute "Bond Documents" under the Cooperative Agreement; and that the TDD Property constitutes a "District Project" under the Cooperative Agreement. The application of Net Revenues and TDD Sales Tax Revenues described in this Financing Agreement and the Indenture shall specifically override the application of revenues described in Section 3.7 of the Cooperative Agreement.

ARTICLE III

THE CITY

Section 3.1. Representations by the City. The City represents and warrants to the Trustee and the District, as follows:

(a) The City (i) is a fourth-class city duly organized and validly existing under the laws of the State of Missouri, (ii) has lawful power and authority to enter into, execute and deliver this Financing Agreement and to carry out its obligations hereunder, and (iii) by all necessary action has been duly authorized to execute and deliver this Financing Agreement, acting by and through its duly authorized officers.

(b) The execution and delivery of this Financing Agreement by the City will not conflict with or result in a breach of any of the terms of, or constitute a default under, any agreement or instrument to which the City is a party, or by any of the constitutional or statutory laws, rules or regulations applicable to the City.

(c) There is no litigation or proceeding pending or, to the knowledge of the City, threatened against the City or any other person affecting the right of the City to execute this Financing Agreement or to otherwise comply with the obligations under this Financing Agreement. Neither the execution and delivery of this Financing Agreement by the City, nor compliance by the City with its obligations under this Financing Agreement, require the approval of any regulatory body or any other entity, which approval has not been obtained.

(d) No elected official, officer or employee of the City has any significant or conflicting interest, financial or otherwise, in the 2023 TDD Project or in the transactions contemplated hereby.

(e) The City has duly completed all required proceedings and approvals in connection with the execution and delivery of this Financing Agreement and the collection of TDD Sales Tax Revenues hereunder, all in accordance with TDD Act.

Section 3.2. Assignment by the City. The City, by means of the Indenture and as security for the payment of the Principal Component of, and premium, if any, and Interest Component of Rental Payments represented by the Certificates, will assign, pledge and grant a security interest in all of its rights, title and interests in, to and under this Financing Agreement to the Trustee for the benefit of the Owners (reserving its rights to payments owed to the City for its benefit).

Section 3.3. Restriction on Transfer of City's Interests. The City will not sell, assign, transfer or convey its interests in this Financing Agreement except pursuant to the Indenture and this Financing Agreement.

Section 3.4. Application of Proceeds. The City covenants and agrees to cause the proceeds of the Series 2023A Certificates and the District Sales Tax that it may receive to be applied in accordance with the Indenture and this Financing Agreement. The City agrees that it will pay to the Trustee any of the Net Revenues it has received on or before the 10th day of each month.

Section 3.5. Deficit in Net Revenues; Reimbursement to the City. If the Net Revenues are not sufficient to pay Rental Payments on any one or more Certificate Payment Dates, and the City pays Rental Payments related to the Series 2023A Certificates, the City shall be entitled to reimbursement of such amounts as the first priority of payment from the Surplus Fund. The District agrees that the City may direct the Trustee to pay such reimbursement to the City under Section 6.11 of the Indenture without further involvement of the District. Additionally, the City is authorized to direct any transfers from the Surplus Fund to the Revenue Fund or Certificate Fund necessary to prevent a shortfall of Net Revenues to pay Rental Payments on the Series 2023A Certificates on any Rental Payment Date. The City shall receive the District's written approval before directing the Trustee with respect to any other application of funds on deposit in the Surplus Fund. When the Series 2023A Certificates have been fully paid and retired, if any reimbursement is still owed to the City, the City shall apply Net Revenues to such reimbursement until such remaining amount is fully paid (and this Financing Agreement shall remain in effect for such purpose until such time).

Section 3.6. Enforcement of Cooperative Agreement. The City shall notify the Trustee in writing as to any material failure of performance under the Cooperative Agreement, and at the time of such notification the City shall also advise the Trustee what action the City proposes to take in enforcing available remedies. If, in the sole judgment of the Trustee, such action is less likely to be effective than some other or additional action, the Trustee may, or at the request of the Owners of a majority in aggregate principal amount of the Series 2023A Certificates then Outstanding, shall so advise the City promptly in writing. If, within 30 days following advice by the Trustee that some additional or other action would be more effective, the City has not taken such other or additional action, and the Trustee has not, after consultation with the City, withdrawn such advice, upon receipt of indemnification satisfactory to it, the Trustee is hereby authorized to take such action, whether the action was suggested by the Trustee or otherwise, as the Trustee may deem most expedient and in the interest of the Owners of the Certificates. In furtherance of the rights granted to the Trustee by this Section, the City hereby assigns to the Trustee all of the rights it may have in the enforcement of the Financing Documents, further authorizing the Trustee in its own name or in the name of the City to bring such actions, employ such counsel, execute such documents and do such other things as may in the judgment of the Trustee be necessary or appropriate under the circumstance at the expense of the Trust Estate.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.1. Events of Default Defined. The term “Event of Default” shall mean any one or more of the following events:

(a) Failure by the District or the City to timely transfer any Net Revenues to the City or the Trustee (as applicable), as provided herein.

(b) Failure to make any Rental Payment relating to the Series 2023A Certificates when due.

(c) Failure by the District or the City to observe and perform any covenant, condition or agreement under this Financing Agreement, the Indenture, the Lease, or any other document entered into in connection with the financing of the 2023 TDD Project, other than as referred to in the preceding subparagraphs (a) and (b) of this Section, for a period of 30 days after written notice of such default has been given to the defaulting party, during which time such default is neither cured by the defaulting party nor waived in writing by the Trustee, provided that, if the failure stated in the notice cannot be corrected within said 30-day period, the Trustee may consent in writing to an extension of such time prior to its expiration if corrective action is instituted by the defaulting party within the 30-day period and diligently pursued to completion and if such consent, in the judgment of the Trustee, does not materially adversely affect the security of the Owners of the Series 2023A Certificates.

(d) Any representation or warranty by the District or the City herein or in any certificate or other instrument delivered under or pursuant to this Financing Agreement or the Indenture or in connection with the financing of the 2023 TDD Project shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made, unless waived in writing by the Trustee or cured by the defaulting party within 30 days after notice thereof has been given to the defaulting party.

Section 4.2. Remedies on an Event of Default. Whenever any Event of Default shall have occurred and be continuing, the Trustee, as the assignee of the City, shall give written notice to the defaulting party of such Event of Default and after five (5) Business Days after such notice, the Trustee may immediately proceed to take whatever other action at law or in equity is necessary and appropriate to exercise or to cause the exercise of the rights and powers set forth herein or in the Indenture, as may appear necessary or desirable to collect the amounts payable pursuant to this Financing Agreement then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement or covenant under this Financing Agreement or the Indenture.

Any amount collected pursuant to action taken under this Section shall be paid to the Trustee and applied, first, to the payment of any reasonable costs, expenses and fees incurred by the Trustee as a result of taking such action and, next, any balance shall be transferred to the respective subaccount of the Revenue Fund and applied in accordance with the Indenture and, then, to cure any other Event of Default.

Notwithstanding the foregoing, the Trustee shall not be obligated to take any step that in its opinion will or might cause it to expend time or money or otherwise incur liability, unless and until indemnity satisfactory to it has been furnished to the Trustee at no cost or expense to the Trustee.

Section 4.3. No Remedy Exclusive. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Financing Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 4.4. Agreement to Pay Attorneys' Fees and Expenses. In connection with any Event of Default, if the Trustee employs attorneys or incurs other expenses for the collection of amounts payable hereunder or the enforcement of the performance or observance of any covenants or agreements herein contained, the City and the District agree, should they be the defaulting party hereunder, subject to appropriation of funds, that they will, on demand therefor, pay to the Trustee the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Trustee (but solely from Net Revenues). In connection with any Event of Default, if the City employs attorneys or incurs other expenses for the enforcement of the performance or observance of any covenants or agreements herein contained, the defaulting party agrees that they will, to the extent they are the defaulting party or caused the City to be the defaulting party, on demand therefor, pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred by the City.

Section 4.5. Notice of an Event of Default. The parties hereto shall each promptly give to the Trustee written notice of any Event of Default of which they shall have actual knowledge or written notice, but the parties hereto shall not be liable for failing to give such notice.

Section 4.6. Remedial Rights Assigned to the Trustee. The City hereby assigs to the Trustee, as part of the Trust Estate under the Indenture, all rights and remedies conferred upon or reserved to the City by this Financing Agreement, reserving only the City's rights to payments for its own benefit (including reservation of rights to reimbursement of Rental Payments made by the City due to shortfall in Net Revenues). The Owners of the Series 2023A Certificates shall be deemed third party creditor beneficiaries of all representations, warranties, covenants and agreements contained herein.

ARTICLE V

MISCELLANEOUS

Section 5.1. Terms of Financing Agreement. This Financing Agreement shall be effective from and after its execution and delivery and shall continue in full force and effect until all of the principal of, redemption premium, if any, and interest on all the Series 2023A Certificates shall have been paid in accordance with their terms or provision has been made for such payment, as provided in the Indenture, and provision shall also be made for paying all other sums payable under the Indenture, including the fees, costs and expenses of the Trustee and the Paying Agent to the date of retirement of the Series 2023A Certificates. Notwithstanding the foregoing, this Financing Agreement will remain effective as described in Section 3.5 during such additional time as is necessary to reimburse the City as described in such section.

Section 5.2. Notices. All written notices required by this Financing Agreement shall be in writing and shall be served either personally or by certified mail, or by any other delivery service which obtains a receipt for delivery unless any such notice required by law and such law provides a different form of delivery or service. Any such notice or demand served personally shall be delivered to the party being served (provided that such notice may be delivered to the receptionist or any other person apparently in charge of such party's office at its address hereinafter set forth), and shall be deemed complete upon the day of actual or attempted delivery, as shown by an affidavit of the person so delivering such notice. Any notice so served by certified mail shall be deposited in the United States mail with postage thereon fully prepaid and addressed to the party or parties so to be served at its address hereinafter stated, and service of any such notice by certified mail shall be deemed complete on the date of actual or attempted delivery as shown by the certified mail receipt. Service of any such notice by another delivery service shall be deemed complete upon the date of actual or attempted delivery as shown on the receipt obtained by such delivery service. Notices shall be sent to the address provided in the Indenture.

Each party shall have the right to specify that notice be addressed to any other address by giving to the other parties ten (10) days written notice thereof.

Section 5.3. Performance Date Not a Business Day. If any date for the taking of any action hereunder is on a Saturday, Sunday or business holiday of the State, then such action shall be taken on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.

Section 5.4. Binding Effect. This Financing Agreement shall inure to the benefit of and shall be binding upon the parties hereto, and their respective successors and assigns.

Section 5.5. Amendments, Changes and Modifications. This Financing Agreement may not be effectively amended, changed, modified, altered or terminated without the prior concurring written consent of all the parties hereto and compliance with the requirements of **Article VIII** of the Indenture.

Section 5.6. Execution in Counterparts. This Financing Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.7. No Pecuniary Liability. All covenants, obligations and agreements contained in this Financing Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future director, officer, agent or employee of the parties hereto in other than their official capacity. No provision hereof shall be construed to impose any personal or pecuniary liability upon any present or future director, officer, agent or employee of the parties hereto, and all such liability is hereby expressly waived and released as a condition of and consideration for the execution of this Financing Agreement and the issuance of the Series 2023A Certificates. With respect to any action for specific performance or any action in the nature of a prohibitory or mandatory injunction, neither the City nor any of its directors, trustees, officers, officials, employees or agents shall be liable for any action taken by the City, or for any failure to take action, in accordance with the terms of this Financing Agreement.

Section 5.8. Entire Agreement. This Financing Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior oral agreements or written agreements, arrangements, and understandings related thereto.

Section 5.9. Severability. If any provision of this Financing Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken thereunder, or any application of such provision, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Financing Agreement or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Such illegality or invalidity of any application thereof shall not affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part thereof, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.10. Governing Law. This Financing Agreement shall be governed by and construed in accordance with the laws of the State.

Section 5.11. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored, delivered and received by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[remainder of page intentionally left blank]

HIGHWAY 71/291 PARTNERS IN PROGRESS TRANSPORTATION DEVELOPMENT DISTRICT

By: ______________________________________
Chairman

CITY OF HARRISONVILLE, MISSOURI

By: ______________________________________
Mayor

(Seal)

ATTEST:

By: ______________________________________
City Clerk

TRUST INDENTURE

Dated as of April 1, 2023

Between

UMB BANK N.A.,
As Trustee

AND

CITY OF HARRISONVILLE, MISSOURI

Authorizing
$27,880,000
CITY OF HARRISONVILLE, MISSOURI
REFUNDING AND IMPROVEMENT CERTIFICATES OF PARTICIPATION
SERIES 2023

consisting of the following two series of certificates of participation:

$25,300,000
City of Harrisonville, Missouri
Refunding and Improvement
Certificates of Participation
(Transportation Improvements Project)
Series 2023A

$2,580,000
City of Harrisonville, Missouri
Refunding and Improvement
Certificates of Participation
(Park Improvements Project)
Series 2023B

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TRUST INDENTURE

THIS TRUST INDENTURE (the "Indenture"), dated as of April 1, 2023, is made by **UMB BANK, N.A.,** Kansas City, Missouri, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee") with the **CITY OF HARRISONVILLE, MISSOURI,** a fourth-class city and political subdivision of the State of Missouri (the "City").

WITNESSETH:

WHEREAS, the Highway 71/291 Partners in Progress Transportation Development District (the "District") has previously issued its Transportation Sales Tax Revenue Bonds (Interstate 49/Highway 291 Interchange Project - Harrisonville, Missouri), Series 2014 (the "Refunded Bonds") to finance the costs of certain transportation projects within the City; and

WHEREAS, the City has previously entered into a Lease Purchase Agreement dated as of February 10, 2021 with Zions Bancorporation, N.A. (the "2021 Lease") to finance improvements to the City's Community Center and the acquisition of certain equipment for the City; and

WHEREAS, the Trustee and the City of Harrisonville, Missouri (the "City"), have entered into a certain Lease Purchase Agreement dated as of April 1, 2023 (as the same may be amended or supplemented in accordance with its terms from time to time, the "Lease"), pursuant to which the Trustee will lease to the City certain personal property, including transportation improvements (the "TDD Property") and park improvements (the "Park Property," together with the TDD Property, the "Property") as further described on **Schedule 1**, the City will acquire, construct and install the Property and other improvements to the City's Community Center (the "Community Center Projects"), and the Trustee will grant the City an option to purchase the Property; and

WHEREAS, in order to provide funds to (1) pay Project Costs, (2) refund the Refunded Bonds and a portion of the 2021 Lease (the "Refunded Lease Payments," and together with the Refunded Bonds the "Refunded Obligations"), and (3) pay the costs of delivering the Series 2023 Certificates and the refunding of the Refunded Obligations, the Trustee will, pursuant to this Indenture, execute and deliver the City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation (Transportation Improvements Project), Series 2023A in the aggregate principal amount of $25,300,000 (the "Series 2023A Certificates") and the City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation (Park Improvements Project), Series 2023B in the aggregate principal amount of $2,580,000 (the "Series 2023B Certificates," together with the Series 2023A Certificates, the "Series 2023 Certificates") evidencing a proportionate interest of the owners thereof in Rental Payments (as defined herein) payable pursuant to the Lease; and

WHEREAS, the City and the District have entered into a Financing Agreement dated as of April 1, 2023 (the "Financing Agreement"), for the purpose of providing funds to pay the interest components and principal components due on the Series 2023A Certificates from certain revenues generated by the District, as described herein; and

WHEREAS, the City is authorized to (1) execute and deliver this Indenture for the purpose of providing for the delivery and security for the Series 2023 Certificates and for the purpose of providing funds to (i) pay Project Costs, (ii) refund the Refunded Bonds and the Refunded Lease Payments, and (iii) pay the costs of delivering the Series 2023 Certificates and the refunding of the Refunded Obligations; (2) to enter into the Lease; (3) enter into the Financing Agreement and (4) provide for the installation of the Property and the Community Center Projects; and

WHEREAS, the Trustee is obligated to pay the costs of the TDD Property and the refunding of the Refunded Bonds only from funds available from the sale of Series 2023A Certificates and to pay the costs of the Park Property, the Community Center Projects and the refunding of the Refunded Lease Payments only from funds available from the sale of the Series 2023B Certificates; and

WHEREAS, all things necessary to make the Series 2023 Certificates, when executed by the Trustee and delivered as provided in this Indenture, the valid and legally binding evidences of proportionate interests in the right to receive the Rental Payments, and for this Indenture to constitute a valid and legally binding pledge and assignment of the Trust Estate herein made for the payment of the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Series 2023 Certificates, have been done and performed, and the execution and delivery of this Indenture and the execution and delivery of the Series 2023 Certificates, subject to the terms of this Indenture, have in all respects been duly authorized.

DECLARATION CLAUSES

NOW, THEREFORE, in order to secure the payment of the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Certificates, and to secure the performance and observance of all covenants and conditions therein and herein contained and to declare the terms and conditions upon, and subject to which the Certificates are intended to be sold, held, secured and enforced, and in consideration of the premises set forth herein and of the purchase and acceptance of the Certificates by the Owners thereof, the Trustee has executed and delivered this Indenture and does declare that it will hold all of the assets, property and interests received by it under the terms of this Indenture, the Lease and all agreements and instruments contemplated hereby or thereby (except any compensation, indemnification or other amounts which may be due directly to the Trustee hereunder or thereunder) (collectively, the "Trust Estate"), as trustee, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Certificates, without privilege, priority or distinction as to the lien or otherwise of any of the Certificates over any of the other Certificates;

PROVIDED, HOWEVER, that, except as otherwise hereinafter provided in this clause, if the Principal Component and premium, if any, and Interest Component of the Rental Payments represented by the Certificates due or to become due thereon are paid or provision made therefor in accordance with **Article X**, at the times and in the manner mentioned in the Certificates according to the true intent and meaning thereof, and provision shall have also been made for paying all sums payable under the Lease by the City in accordance with **Article X**, then this Indenture and the rights hereby granted shall cease, determine and be void except as provided in **Article X**;

THIS TRUST INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Certificates are to be sold, executed and delivered and all said rights and interests are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Trustee has agreed and covenanted, and does hereby agree and covenant, with the respective Owners of the Certificates as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to words and terms defined in the Lease and elsewhere in this Indenture, the following words and terms used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"2021 Lease" means the Lease Purchase Agreement between Zion's Bancorporation, N.A. and the City dated February 10, 2021.

"Additional Certificates" means any Certificates executed and delivered pursuant to **Section 3.10**.

"Arbitrage Instructions" means the arbitrage instructions included in the Tax Compliance Agreement.

"Authorized City Representative" means the Mayor, the City Administrator, the City Clerk or such other person at the time designated, by written certificate furnished to the Trustee, as the person or persons authorized to act on behalf of the City. Such certificate shall contain the specimen signature of such person or persons, shall be signed on behalf of the City by the Mayor and may designate an alternate or alternates.

"Authorized District Representative" means the Chairman or Vice-Chairman of the Board of Directors, Executive Director, Treasurer or Secretary of the District, or such other Person at the time designated to act on behalf of the District as evidenced by written certificate furnished to the Trustee, as the person or persons authorized to act on behalf of the District. Such certificate shall contain the specimen signature of such person or persons, shall be signed on behalf of the District by the Chairman or Vice-Chairman and may designate an alternate or alternates.

"Business Day" means any day other than (a) a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the corporate trust office of the Trustee is required or authorized by law to remain closed or (b) a day on which the Securities Depository is closed.

"Cede & Co." means Cede & Co., as nominee name of The Depository Trust Company, New York, New York.

"Certificates" means the Series 2023 Certificates and any Additional Certificates.

"Certificate Fund" means the fund by that name established pursuant to **Section 6.01.**

"Certificate Payment Date" means any date on which any amount representing the Principal Component or the Interest Component with respect to any Certificate is payable.

"Compliance Fund" means the fund by that name established pursuant to **Section 6.01.**

"City" means the City of Harrisonville, Missouri, its successors and assigns.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

"Completion Certificate" means the certificate of the City given in accordance with **Section 5.03** of the Lease.

"Completion Date" means the date of completion of the acquisition, construction and installation of the Property and the Community Center Projects as that date shall be certified as provided in **Section 5.03** of the Lease.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate dated as of April 1, 2023, as from time to time amended.

"Cooperative Agreement" means the Second Amended and Restated Cooperative Agreement dated as of October 30, 2012 between the District and the City.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the City and related to the authorization, execution, sale and delivery of the Certificates, including without limitation advertising and printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of the Trustee, legal fees of parties to the transaction and all other initial fees and disbursements contemplated by this Indenture and the Lease.

"District" means the Highway 71/291 Partners in Progress Transportation Development District, its successors and assigns.

"District Operating Expenses" means the actual expenses which are reasonably necessary for the operation of the District which shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, insurance, the engagement of special legal counsel, financial auditing services, and other consultants or services including companies engaged by the District (or the City on behalf of the District) to review applications for reimbursement for payment of District improvement costs, but in an amount not to exceed the costs to be budgeted by the District for each Fiscal Year, and in no case more than $25,000 per Fiscal Year.

"Directive" means an instrument in writing executed in one or more counterparts by the Owners of Certificates, as determined from the records of the Registrar kept pursuant to **Section 3.06**, or their lawful attorneys-in-fact, representing no less than a majority of the aggregate unpaid Principal Component represented by the then Outstanding Certificates.

"Escrow Agent" means UMB Bank, N.A., as escrow agent under the Escrow Agreement.

"Escrow Agreement" means the Letter of Instructions to Redeem Bonds from the District to the Escrow Agent, and relating to the refunding of the Refunded Bonds.

"Escrow Fund" means the redemption account of the debt service fund established for the Refunded Bonds.

"Event of Nonappropriation" means an Event of Nonappropriation under **Section 3.04** of the Lease.

"Event of Default" means (a) with respect to this Indenture, any Event of Default as described in **Section 9.01** of this Indenture, and (b) with respect to the Lease, any Event of Default as described in **Section 12.01** of the Lease.

"Financing Agreement" means the Financing Agreement between the City and the District related to the Series 2023A Certificates, as amended from time to time.

"Fiscal Year" means the fiscal year adopted by the City for accounting purposes, which as of the execution of this Indenture commences on January 1 of each year and ends on December 31 of the following year.

"Funds" means, collectively, the Certificate Fund, Project Fund, the Revenue Fund, the Rebate Fund, the Compliance Fund and the Surplus Fund.

"Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, and such obligations are held in a custodial or trust account for the benefit of the City.

"Indenture" means this Trust Indenture dated as of April 1, 2023.

"Interest Component" means the Interest Component of Rental Payments as provided by **Section 4.01** of the Lease and as set forth on **Exhibit A** in the Lease.

"Investment Securities" means and includes any of the following securities, if and to the extent the same are permitted by law:

(a) Government Obligations.

(b) bonds, notes or other obligations of the State of Missouri, or any political subdivision of the State of Missouri, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service.

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a), (b) or (d) and have a market value at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City.

(d) obligations of Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farm Service Agency.

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, and U.S. denominated deposit accounts issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits or deposit accounts shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (d) above, inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit or time deposits.

(f) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri, including money market mutual funds that invest solely in such securities as are described above in clauses (a) through (d).

"Lease" means the Lease Purchase Agreement dated as of April 1, 2023, between the Trustee, as lessor, and the City.

"Lease Term" means the period from the effective date of the Lease until the expiration thereof which includes the Original Term and any Renewal Term or Terms as provided in the Lease.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all reasonable expenses, including attorneys' fees, incurred in the collection thereof.

"Net Revenue Transfers" means the transfers of Net Revenues that the City is required to make under **Section 6.01(b)** of this Indenture.

"Net Revenues" means, to the extent annually appropriated by the District for payment to the Trustee pursuant to the provisions of the Financing Agreement, all moneys collected by the City from the Missouri Department of Revenue on behalf of the District as a result of the TDD Sales Tax pursuant to the Cooperative Agreement for deposit in the Transportation Development District Sales Tax Trust Fund (including investment earnings on amounts so deposited), less (1) 1.0% of the Transportation Development District Sales Tax Revenues, which the City will retain as the cost of administering the TDD Sales Tax, (2) the amount necessary to establish or maintain the balance in the TDD Sales Tax Enforcement Account at $1,000, not to exceed a total of $1,000 for each Fiscal Year, (3) an amount not to exceed the District Operating Expenses, and (4) any additional amounts necessary to enforce collections of the TDD Sales Tax in compliance with **Section 2.2(b)** of the Financing Agreement and **Section 3.6** of the Cooperative Agreement. Net Revenues do not include (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, and (ii) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum.

"Notice by Mail" or **"Notice"** of any action or condition **"by Mail"** means a written notice meeting the requirements of this Indenture mailed by first-class mail to the Owners of specified Certificates, at the addresses shown on the registration books maintained pursuant to **Section 3.06**.

"Original Term" means the period from the dated date of this Lease until the end of the Fiscal Year then in effect.

"Outstanding" means, as of the date of determination, all Certificates theretofore executed and delivered pursuant to this Indenture except (i) Certificates theretofore canceled by the Trustee or surrendered to the Trustee for cancellation, (ii) Certificates for the transfer or exchange of or in lieu of or in substitution for which other Certificates shall have been executed and delivered by the Trustee pursuant to this Indenture, (iii) Certificates whose payment or prepayment has been provided for in accordance with **Article X**, and (iv) Certificates paid or deemed to be paid pursuant to **Article X**.

"Owner" or **"Registered Owner"** of a Certificate means the registered owner of such Certificate as shown on the register kept by the Registrar pursuant to **Section 3.06**.

"Park Property" means the park improvements as described in **Schedule 1** and financed with the Series 2023B Certificates.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference

"Prepayment Date" means any date set for prepayment of the Principal Component of Rental Payments represented by Certificates.

"Prepayment Price" means, with respect to any Certificate (or portion thereof) the Prepayment Price calculated as described herein.

"Principal Component" means the Principal Component of Rental Payments as provided by **Section 4.01** of the Lease and as set forth on **Exhibit A** in the Lease.

"Proceeds" means the aggregate moneys initially paid to the Trustee for the Certificates.

"Purchase Price" means the amount designated as such in **Section 10.01** of the Lease that the City shall pay to the Trustee to purchase the Property.

"Project Agreement" means any agreement between the City and various parties providing for the acquisition, construction and installation of Property.

"Project Costs" means all reasonable or necessary expenses related or incidental to the acquisition, construction and installation of the Property and the Community Center Projects, legal and other special services and all other necessary and incidental expenses . Project Costs shall include Costs of Issuance.

"Project Fund" means the fund by that name established pursuant to **Section 6.01**.

"Property" means the TDD Property and the Park Property as described in **Schedule 1**, but specifically excludes the Community Center Projects.

"Rebate Fund" means the fund by that name established pursuant to **Section 6.01.**

"Record Date" means the fifteenth day of the month prior to the applicable Certificate Payment Date.

"Refunded Bonds" means the District's Transportation Sales Tax Revenue Bonds (Interstate 49/Highway 291 Interchange Project - Harrisonville, Missouri), Series 2014, scheduled to mature on November 1, 2023 and thereafter, outstanding in the aggregate principal amount of $4,730,000, being refunded with the proceeds of the Series 2023A Certificates.

"Refunded Lease Payments" means a portion of the City's outstanding 2021 Lease scheduled to mature on November 1, 2023 in the amount of $724,200; November 1, 2024 in the amount of $734,000, and November 1, 2025 in the amount of $743,900.

"Refunded Obligations" means the Refunded Bonds and the Refunded Lease Payments.

"Registrar" means the Trustee when acting in that capacity, or its successor as Registrar.

"Rent" means, collectively, the Rental Payments and Supplemental Rent.

"Rental Payments" means the payments to be made to the Owners of the Certificates, whether representing Interest Component only or Principal Component and Interest Component of Rental Payments pursuant to **Section 4.01** of the Lease.

"Renewal Term" means each renewal term of the Lease, each having a duration of one year and a term coextensive with then current Fiscal Year as provided in **Section 3.02** of the Lease, except that the last possible Renewal Term shall end on December 31, 2053.

"Replacement Certificates" means Certificates issued to the beneficial owners of the Certificates in accordance with **Section 3.09(b)** hereof.

"Revenue Fund" means the fund by that name established pursuant to **Section 6.01.**

"S&P" or "Standard & Poor's" means S&P Global Ratings, a separately identifiable business unit within Standard & Poor's Financial Services LLC, a Delaware limited liability company wholly owned by the McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Trustee.

"Securities Depository" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

"Series 2023 Certificates" means the Series 2023A Certificates and the Series 2023B Certificates, evidencing a proportionate interest in Rental Payments to be made by the City, pursuant to an annually renewable Lease, executed and delivered pursuant to this Indenture.

"Series 2023A Certificates" means the City's Refunding and Improvement Certificates of Participation (Transportation Improvements Project), Series 2023A, in the aggregate principal amount of $25,300,000.

"Series 2023B Certificates" means the City's Refunding and Improvement Certificates of Participation (Park Improvements Project), Series 2023B, in the aggregate principal amount of $2,580,000.

"State" means the State of Missouri.

"Surplus Fund" means the fund by that name established pursuant to **Section 6.01.**

"Supplemental Trust Indenture" means any amendment or supplement to this Indenture entered pursuant to **Article VIII** herein.

"Supplemental Lease" means any amendment or supplement to the Lease entered pursuant to **Section 13.06** of the Lease.

"Supplemental Rent" means all amounts due hereunder other than a Rental Payment.

"Supplemental Rent Payment" means a payment of Supplemental Rent.

"Tax Compliance Agreement" means, with respect to the Series 2023A Certificates, the Tax Compliance Agreement for the Series 2023A Certificates and, with respect to the Series 2023B Certificates, the Tax Compliance Agreement for the Series 2023B Certificates, as from time to time amended in accordance with the provisions thereof.

"TDD Act" means the Missouri Transportation Development District Act, Sections 238.200 to 238.275, inclusive, of the Revised Statutes of Missouri, as amended.

"TDD Sales Tax" means the sales tax imposed pursuant to the TDD Act at a rate of 1.0% on all retail sales made in the District which are subject to taxation pursuant to the provision of sections 144.010 to 144.525, RSMo, with certain exceptions listed in the TDD Act.

"TDD Sales Tax Enforcement Account" means the account by that name created within the Transportation Development District Sales Tax Trust Fund pursuant to **Section 6.01** hereof and held by the City on behalf of the District.

"Transportation Development District Sales Tax Revenues" means the revenues of the TDD Sales Tax imposed by the District, collected by the City on behalf of District pursuant to the Cooperative Agreement and deposited in the Transportation Development District Sales Tax Trust Fund.

"Transportation Development District Sales Tax Trust Fund" means the fund by that name created in **Section 6.01** hereof and held by the City on behalf of the District.

"TDD Property" means the transportation improvements as described in **Schedule 1** and financed with the Series 2023A Certificates.

"Trust Estate" means the assets, property and interests held by the Trustee pursuant to this Indenture and the Lease.

"Trustee" means UMB Bank, N.A., Kansas City, Missouri, and its successor or successors and their respective assigns.

"Trustee's Expenses" means, collectively, all out-of-pocket expenses, disbursements and advances (including reasonable attorneys' fees) incurred by the Trustee hereunder in connection with the Certificates and the Lease.

Section 1.02. General Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint-stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

The words "herein," "hereby," "hereunder," "hereof," "hereto," "hereinbefore," "hereinafter" and other equivalent words refer to this Indenture and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

Reference herein to a particular article or a particular section, exhibit, schedule or appendix shall be construed to be a reference to the specified article or section hereof or exhibit, schedule or appendix hereto unless the context or use clearly indicates another or different meaning or intent.

Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

The table of contents, captions and headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

Section 1.03. Execution in Counterparts. This Indenture may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1.04. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1.05. Date of Indenture. The dating of this Indenture as of April 1, 2023, is intended as and for the convenient identification of this Indenture only and is not intended to indicate that this Indenture was executed and delivered on said date, this Indenture being executed and delivered and becoming effective simultaneously with the initial execution and delivery of the Certificates.

Section 1.06. Governing Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

ARTICLE II

COVENANT AS TO THE LEASE

Section 2.01. Covenant as to the Lease. The Trustee covenants and agrees that, except in accordance with the terms of the Lease, it will not take any action that would result in the occurrence of an Event of Default and that it will not agree to any abatement, reduction, abrogation, waiver, diminution or other modification in any manner or to any extent whatsoever of the obligations of the City under the Lease to pay Rental Payments and to meet its other obligations as provided in the Lease except as permitted by **Section 8.01**.

ARTICLE III

THE CERTIFICATES

Section 3.01. Title and Amount of Certificates. No Certificates may be executed and delivered under the Indenture except in accordance with this Article. The Certificates shall be designated and shall be in such aggregate amount as provided in **Section 3.08** hereof.

Section 3.02. General Provisions Concerning the Certificates.

(a) The Certificates and the form of assignment to appear thereon shall be in substantially the form set forth in **Exhibit A**, with necessary or appropriate variations, omissions and insertions as permitted or required hereby or by any Supplemental Trust Indenture.

(b) The Certificates shall be fully registered Certificates without coupons transferable to subsequent owners only on the books kept by the Registrar pursuant to **Section 3.06** as hereinafter provided. Each Certificate shall be in the denomination of $5,000 or any integral multiple thereof.

(c) Each of the Certificates shall represent the Interest Component and Principal Component of Rental Payments payable with respect thereto and shall be on parity with the other Certificates as to the entire Trust Estate, except as described in this Indenture.

(d) Each series of Certificates shall be numbered from 1 consecutively upward, with the number on each preceded by the letter "R", shall be dated and the Principal Component of Rental Payments represented thereby shall be payable, subject to prior prepayment upon the terms and conditions hereinafter set forth, and shall represent Interest Components of Rental Payments calculated at certain rates as set forth in this Indenture or any Supplemental Trust Indenture authorizing such series of Certificates.

(e) The Interest Component of Rental Payments represented by each Certificate shall be payable from the date thereof or the most recent date to which said Interest Component has been paid. The Interest Component of Rental Payments represented by the Series 2023 Certificates shall be paid on each March 1 and September 1, beginning on September 1, 2023.

(f) Payment of the Interest Component of Rental Payments represented by any Certificates shall be made to the person appearing on the registration books of the Registrar as the Owner thereof on the Record Date, such Interest Component to be paid to such Owner by check or draft drawn on the Trustee and mailed on the Certificate Payment Date to such Owner's address as it appears on the registration books of the Registrar on the Record Date or (2) by electronic transfer to such Owner upon written notice given to the Trustee by such Owner not less than 15 days prior to the Record Date for such Interest Component, containing the electronic transfer instructions including the name of the bank, the bank's ABA routing number, the account number to which such Owner wishes to have such transfer directed, and an acknowledgement that an electronic transfer fee may be applicable.

(g) The Interest Component of Rental Payments represented by any Certificates shall be computed with respect to such Certificates on the basis of a 360-day year of twelve 30-day months.

(h) The Principal Component of Rental Payments and prepayment premium, if any, represented by the Certificates shall be payable (whether at maturity or upon prepayment or acceleration) to the Owners of such Certificates upon presentation and surrender of such Certificates at payment office of the Trustee.

(i) Payment of Rental Payments and of the Prepayment Price of Certificates shall be made in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for public and private debts.

Section 3.03. Execution of Certificates. The Certificates shall be executed by and in the name of the Trustee by the manual signature of an authorized signatory of the Trustee.

Section 3.04. Transfer of Certificates. Any Certificate may be transferred upon the books required to be kept pursuant to the provisions of **Section 3.06**, by the person in whose name it is registered, in person or by his duly authorized agent, upon surrender of such Certificate for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Trustee. The Trustee or the Securities Depository shall also require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. If any Registered Owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Trustee from amounts otherwise payable to such Registered Owner hereunder or under the Certificates.

Section 3.05. Exchange of Certificates. Certificates may be exchanged at the payment office of the Trustee for a like aggregate principal amount of Certificates of the same maturity, interest rate and tenor. The Trustee shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. No exchange of any Certificate shall be required of the Trustee after such Certificate has been called for prepayment.

Section 3.06. Registration Books. The Registrar will keep or cause to be kept at its payment office, sufficient books for the registration and transfer of the Certificates, which shall at all reasonable times be open to inspection by the City, and, upon presentation for such purpose, the Registrar shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Certificates as hereinbefore provided.

The person in whose name any Certificate shall be registered on the registration books maintained by the Registrar on the Record Date shall be deemed the owner thereof for all purposes hereof, and payment of or on account of the Interest Component and Principal Component of Rental Payments, represented by such Certificate shall be made only to or upon the order in writing of such Registered Owner, which payments shall be valid and effectual to satisfy and discharge the liability under the Lease as represented by such Certificate to the extent of the sum or sums so paid.

Section 3.07. Certificates Mutilated, Lost, Destroyed or Stolen. If any Certificate shall become mutilated, the Trustee, at the expense of the Owner of said Certificate, shall execute and deliver a new Certificate of like tenor, maturity, interest rate and number in exchange and substitution for the Certificate so mutilated (except that such number may be preceded by a distinguishing prefix), but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee shall be canceled by it and destroyed in accordance with then-appliable record retention requirements. If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence is satisfactory to the Trustee and indemnity of the Trustee and the City satisfactory to the Trustee shall be given, the Trustee, at the expense of the Owner of the Certificate, shall execute and deliver a new Certificate of like tenor, maturity, interest rate, and number as the Trustee shall determine in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trustee may require payment of a sum not exceeding the actual cost of preparing each new

Certificate executed and delivered under this Section and of the expenses which may be incurred by the Trustee under this Section. Any Certificate executed and delivered under this Section in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Indenture with all other Certificates secured by this Indenture. The Trustee shall not be required to treat both the original Certificate and any replacement Certificate as being Outstanding for the purpose of determining the principal amount of Certificates which may be Outstanding hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder, but both the original and replacement Certificate shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Certificate for a Certificate that has been mutilated, lost, destroyed or stolen and that has matured, is about to mature or has been selected for prepayment, the Trustee may make payment of such Certificate.

Section 3.08. Series 2023 Certificates.

(a) There shall be initially prepared, executed and delivered under this Indenture two series of Certificates in the aggregate principal amount of $27,880,000, one series to be known as "City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation (Transportation Improvements Project), Series 2023A" (the "Series 2023A Certificates") in the aggregate principal amount of $25,300,000, and one series to be known as "City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation (Park Improvements Project), Series 2023B" (the "Series 2023B Certificates") in the aggregate principal amount of $2,580,000. The Series 2023 Certificates shall be dated their date of delivery, shall become due on March 1 in the years and in the respective principal amounts (subject to prepayment as hereinafter provided in **Article V**), and shall evidence interest in the right to receive a proportionate share of the Rental Payments (determined by reference to such stated principal amounts with interest thereon at the following respective rates per annum), as follows:

SERIES 2023A CERTIFICATES

SERIAL CERTIFICATES

Maturity March 1	**Principal Amount**	**Interest Rate**
2024	$215,000	%
2025	240,000	
2026	260,000	
2027	285,000	
2028	315,000	
2029	340,000	
2030	370,000	
2031	405,000	
2032	435,000	
2033	470,000	
2034	510,000	
2035	550,000	
2036	595,000	
2037	645,000	
2038	695,000	
2039	745,000	
2040	805,000	
2041	865,000	

Maturity March 1	Principal Amount	Interest Rate
2042	925,000	
2043	995,000	
2044	1,065,000	
2045	1,140,000	
2046	1,220,000	
2047	1,305,000	
2048	1,395,000	
2049	1,490,000	
2050	1,590,000	
2051	1,695,000	
2052	1,810,000	
2053	1,925,000	

SERIES 2023B CERTIFICATES

SERIAL CERTIFICATES

Maturity March 1	Principal Amount	Interest Rate
2024	$215,000	%
2025	225,000	
2026	235,000	
2027	240,000	
2028	250,000	
2029	260,000	
2030	270,000	
2031	280,000	
2032	295,000	
2033	310,000	

(b) The Trustee is hereby designated as the Paying Agent for the payment of the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Series 2023 Certificates.

(c) The Series 2023 Certificates shall be delivered to the Trustee for execution together with the following items, in electronic form:

(1) The Ordinance adopted by the Board of Aldermen of the City approving the delivery of the Series 2023 Certificates and authorizing the execution of the Lease, this Indenture, the Financing Agreement, and the Tax Compliance Agreements;

(2) The resolution of the District authorizing the Financing Agreement and the Tax Compliance Agreement for the Series 2023 Certificates.

(3) An executed counterpart of this Indenture;

(4) An executed counterpart of the Lease;

(5) An executed counterpart of the Financing Agreement;

(6) Executed counterparts of the Tax Compliance Agreements;

(7) A request and authorization to the Trustee on behalf of the City, executed by an Authorized City Representative, to execute the Series 2023 Certificates and to deliver the Series 2023 Certificates to or upon the order of the purchaser upon payment of the purchase price thereof. The Trustee shall be entitled to conclusively rely upon such request and authorization as to the name of the purchaser and the amount of such purchase price;

(8) An opinion of Special Counsel to the effect that the Series 2023 Certificates represent valid and legally binding, undivided interests in the rights to receive Rental Payments from the City under the Lease, and that the Interest Component of the Rental Payments represented by the Series 2023 Certificates is excludable from gross income for federal income tax purposes;

(9) Such other certificates, statements, receipts, opinions and documents as the Trustee, the purchaser or Special Counsel shall reasonably require for the delivery of the Series 2023 Certificates.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Series 2023 Certificates shall have been executed as required by this Indenture, the Trustee shall deliver the Series 2023 Certificates to or upon the order of the purchaser upon payment of the purchase price of the Series 2023 Certificates. The net proceeds of the sale of the Series 2023 Certificates, including accrued interest and premium thereon, if any, shall be deposited and applied in accordance with **Article VI** hereof.

Section 3.09. Certificates Delivered in Book-Entry Form.

(a) The Certificates shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Certificates, except in the event the Registrar delivers Replacement Certificates as provided in subsection (b) of this Section. It is anticipated that during the term of the Certificates, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Certificates to the Participants until and unless the Registrar authenticates and delivers Replacement Certificates to the Beneficial Owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Certificates being delivered to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Certificates, or (2) if the Registrar receives written notice from Participants having interests in not less than 50% of the Certificates Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Certificates being delivered to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Certificates, then the Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Registrar shall register in the name of and authenticate and deliver Replacement Certificates to the

Beneficial Owners or their nominees in Principal Components representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued Interest Components and previous calls for prepayment; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Registrar, may select a successor securities depository in accordance with **Section 3.09(c)** below to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Certificate is registered in the name of the Securities Depository or its nominee. Upon the delivery of Replacement Certificates, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Certificate Registrar, to the extent applicable with respect to such Replacement Certificates. If the Securities Depository resigns and the City, the Certificate Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 3.09(c)**, then the Certificate Registrar shall authenticate and cause delivery of Replacement Certificates to Owners, as provided herein. The Registrar may rely on information from the Securities Depository and its Participants as to the names and addresses of and the amounts held by the Beneficial Owners of the Certificates. The cost of printing, registration, authentication and delivery of Replacement Certificates shall be paid for by the City.

(c) If the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Trustee upon its receipt of a Certificate or Certificates for cancellation shall cause the delivery of Certificates to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 3.10. Additional Certificates.

(a) Upon the execution and delivery of a Supplemental Lease that provides for an increase in the amount of Rental Payments payable under the Lease and so long as no Event of Default or Event of Nonappropriation exists, Additional Certificates evidencing the right of the Owners thereof to receive the Principal Component and the Interest Components of such additional Rental Payments may be executed and delivered under and equally and ratably secured by this Indenture on a parity with the Series 2023 Certificates and any other Additional Certificates (except as described in this Indenture), at any time and from time to time, upon compliance with the conditions provided in this Section for any of the following purposes:

(1) To provide funds to pay all or any part of the costs of repairing, replacing or restoring the Property in the event of damage, destruction or condemnation thereto or thereof, but only to the extent that such costs exceed the Net Proceeds of the insurance or condemnation awards out of which such costs are to be paid pursuant to the Lease.

(2) To provide funds to pay all or any part of the costs of acquiring, constructing and installing additions to the Property or other improvements that may be added to the Property, all as the City may deem necessary or desirable.

(3) To provide funds for refunding all or any portion of the Certificates of any series then-Outstanding, including the payment of any premium thereon and interest to accrue to the designated Prepayment Date and any expenses in connection with such refunding.

(4) Any other purpose permitted by law as the City may deem necessary or desirable.

The principal amount of any Additional Certificates may include an amount sufficient to pay the costs and expenses of delivery, any required funding of a reserve fund and such capitalized amounts as are permitted by law.

(b) Before any Additional Certificates may be executed and delivered under the provisions of this Section, the City will (1) adopt an ordinance or resolution authorizing the execution and delivery of such of a Supplemental Lease and such Additional Certificates, fixing the amount and terms thereof and describing the Certificates to be refunded, if any, (2) consent in writing to the Trustee's execution of a Supplemental Trust Indenture for the purpose of executing and delivering such Additional Certificates, and (3) authorize the Trustee to enter into an amendment to the Lease with the City to provide for Rental Payments at least sufficient to pay the Principal Components, premium, if any, and Interest Components of the Certificates then to be Outstanding (including the Additional Certificates to be executed and delivered) as the same become due, and for such other matters as are appropriate because of the execution and delivery of the Additional Certificates proposed to be delivered.

(c) The Additional Certificates will have the same designation as the Series 2023 Certificates, except for an identifying series letter or date and any other changes necessary to appropriately identify such Additional Certificates. The Principal Components and the Interest Components of Rental Payments represented by such Additional Certificates will be payable on the dates, in the amounts and (with respect to such Interest Components) at the rates as may be provided by the Supplemental Trust Indenture authorizing such Additional Certificates. Such Additional Certificates will be on a parity with and will be entitled to the same benefit and security of this Indenture as the Series 2023 Certificates and any other Additional Certificates, except as described in this Indenture.

(d) Such Additional Certificates will be executed substantially in the form and manner as provided in this Article, but prior to or simultaneously with the delivery of such Certificates by the Trustee, the following items will be on file with the Trustee, in electronic form:

(i) The ordinance passed by the Board of Aldermen of the City authorizing such Supplemental Lease and authorizing the execution and delivery of the Additional Certificates, fixing the amount and terms thereof and describing the Certificates to be refunded, if any.

(ii) If Net Revenues are to be applied to the payment of Interest Component and Principal Component on the Certificates, the resolution of the District approving any amendments to the Financing Agreement deemed necessary by the City and Special Counsel.

(iii) An executed counterpart of the Supplemental Trust Indenture authorizing such Additional Certificates.

(iv) An executed counterpart of the Supplemental Lease.

(v) A request and authorization to the Trustee, on behalf of the City, executed by an Authorized City Representative, to execute the Additional Certificates and to deliver said Additional Certificates to or upon the order of the purchaser thereof upon payment of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the name of the purchaser and the amount of such purchase price.

(vi) An opinion of Special Counsel to the effect that the delivery of such Additional Certificates represent valid and legally binding proportionate interests in the rights to receive Rental Payments from the City under the Lease and, except with respect to those Certificates delivered with Interest Components which are includable in gross income for federal income tax purposes, that the delivery of such Additional Certificates will not cause the Interest Component of the Rental Payments represented by any Certificates then Outstanding (including such Additional Certificates) to become includable in gross income for federal income tax purposes.

(vii) Such other certificates, statements, receipts, opinions and documents required by this Indenture or the Lease or as the Trustee may reasonably require for the delivery of the Additional Certificates.

(e) When the documents mentioned in subsection (d) of this Section have been filed with the Trustee, and when such Additional Certificates have been executed and registered as required by this Indenture, the Trustee will deliver such Additional Certificates to or upon the order of the purchaser upon payment of the purchase price of such Additional Certificates. The Proceeds of Additional Certificates, except Additional Certificates delivered to refund Outstanding Certificates, including any accrued interest and premium thereon, shall be deposited in accordance with the provisions of this Indenture and as provided by the Supplemental Indenture authorizing the delivery of such Additional Certificates. The proceeds of all Additional Certificates delivered to refund Outstanding Certificates shall be deposited by the Trustee, together with other available funds, after payment or making provision for payment of all expenses incident to such financing, to the credit of a special trust fund, to be held in trust for the sole and exclusive purpose of paying the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Certificates to be refunded, as provided in this Indenture and in the Supplemental Indenture authorizing the delivery of such Additional Certificates.

Section 3.11. Cancellation and Destruction of Certificates upon Payment.

(a) All Certificates that have been paid or prepaid or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, if not reissued in an exchange pursuant to **Section 3.05**, shall be canceled by the Trustee immediately upon the payment, prepayment or purchase of such Certificates and the surrender thereof to the Trustee. The Trustee shall execute a certificate describing the Certificates to be canceled, and shall file an executed counterpart of such certificate with the City.

(b) All Certificates canceled under any of the provisions of this Indenture shall be destroyed by the Trustee in accordance with then applicable record retention requirements.

ARTICLE IV

PARTICULAR COVENANTS AND PROVISIONS

Section 4.01. Covenant of Trustee as to Performance of Obligations. The Trustee covenants that it will promptly remit to the Owner of each Certificate its interest in each installment of Rental Payments to the extent received by the Trustee, at the places, on the dates and in the manner provided herein and in the Certificates.

Section 4.02. Covenant to Perform Undertakings. The Trustee covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Certificate executed and delivered hereunder and in all proceedings of the Trustee pertaining thereto. The Trustee covenants that it is duly authorized to execute and deliver the Certificates and to enter into this Indenture and to perform its obligations hereunder.

ARTICLE V

PREPAYMENT

Section 5.01. General. The Certificates are subject to prepayment pursuant to this Article and any Supplemental Indenture to the extent that prepayments of Rental Payments are required, allowed or provided under the Lease.

Section 5.02. Optional Prepayment.

(a) The Series 2023A Certificates shall be subject to payment prior to maturity, upon instructions from the City, on and after March 1, 20__, in whole or in part at any time, at the Prepayment Price of 100% of the Principal Component of Rental Payments represented by the Series 2023A Certificates being prepaid plus the Interest Component of Rental Payments accrued to the Prepayment Date**.**

(b) The Series 2023B Certificates shall be subject to payment prior to maturity, upon instructions from the City, on and after March 1, 20__, in whole or in part at any time, at the Prepayment Price of 100% of the Principal Component of Rental Payments represented by the Series 2023B Certificates being prepaid plus the Interest Component of Rental Payments accrued to the Prepayment Date**.**

(c) *Extraordinary Optional Prepayment – Damage, Destruction, Condemnation, Changes in Law.* The Certificates shall be subject to optional prepayment on any date prior to their respective stated maturities, as a whole (but not in part), at a Prepayment Price equal to 100% of the Principal Component of Rental Payments represented thereby plus the Interest Component of Rental Payments accrued to the Prepayment Date, in the event of substantial damage to or destruction or condemnation (other than by the City or any entity controlled by or otherwise affiliated with the City) of, or loss of title to, substantially all of the Property, or if as a result of changes in the constitution of the State of Missouri or legislative or administrative action by the State of Missouri or the United States, the Lease or this Indenture becomes unenforceable and the City purchases the Trustee's interest in the Property pursuant to the Lease.

Section 5.03. Notice of Prepayment. Official notice of any prepayment shall be given by the Trustee by mailing a copy of an official prepayment notice at least 30 days prior to the date fixed for prepayment by first class mail to the Registered Owner of the Certificate or Certificates to be prepaid, unless waived by any Registered Owner thereof, at the address shown on the Register as of the date of the notice.

All official notices of prepayment shall be dated and shall state:

(1) the Prepayment Date,

(2) the Prepayment Price,

(3) if less than all Outstanding Certificates are to be prepaid, the identification number, series, maturity date (and, in the case of partial prepayment of any Certificates, the respective principal amounts) of the Certificates to be prepaid,

(4) that on the Prepayment Date the Prepayment Price will become due and payable upon each such Certificate or portion thereof called for prepayment, and that interest thereon shall cease to accrue from and after said date, and

(5) the place where such Certificates are to be surrendered for payment of the Prepayment Price, which place of payment shall be the corporate trust office of the Trustee or such other office as the Trustee shall designate.

With respect to optional prepayments, such notice may be conditioned upon moneys being on deposit with the Trustee on or prior to the Prepayment Date in an amount sufficient to pay the Prepayment Price on the Prepayment Date. If such notice is conditional and either the Trustee receives written notice from the City that moneys sufficient to pay the Prepayment Price will not be on deposit on the Prepayment Date, or such moneys are not received on the Prepayment Date, then such notice shall be of no force and effect, the Trustee shall not prepay such Certificates and the Trustee shall give notice, in the same manner in which the notice of prepayment was given, that such moneys were not or will not be so received and that such Certificates will not be prepaid.

Any defect in any notice or the failure of any parties to receive any notice of prepayment shall not cause any Certificate called for prepayment to remain Outstanding.

For so long as the Securities Depository is effecting book-entry transfers of the Certificates, the Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Certificate (having been mailed notice from the Certificate Registrar, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Certificate so affected, shall not affect the validity of the prepayment of such Certificate.

Section 5.04. Effect of Prepayment. On or prior to any Prepayment Date, funds shall be on deposit with the Trustee which are sufficient to pay the Prepayment Price of all the Certificates or portions of Certificates that are to be prepaid on that date in addition to any amounts therein required for regularly scheduled payments of amounts representing Principal and Interest Components with respect to the Certificates.

Official notice of prepayment having been given as aforesaid, the Certificates or portions of Certificates so to be prepaid shall, on the Prepayment Date, become due and payable at the Prepayment Price therein specified, and from and after such date (unless the City shall default in the payment of the

Prepayment Price), the Registered Owners of such Certificates or portion of Certificates shall no longer be entitled to receive any additional Interest Component of the Rental Payments. Upon surrender of such Certificates for prepayment in accordance with said notice, such Certificates shall be paid by the Trustee at the Prepayment Price. Installments of Interest Components due on or prior to the Prepayment Date shall be payable as herein provided for payment of Interest Components. Upon surrender for any partial prepayment of any Certificate, there shall be prepared for the Registered Owner a new Certificate or Certificates of the same maturity in the amount of the unpaid principal. All Certificates which have been prepaid shall be canceled and destroyed by the Trustee and shall not be redelivered.

Upon the happening of the above conditions, and notice having been given as provided above, the Registered Owners of such Certificates or portion of the Principal Component with respect to the Certificates thus called for prepayment shall no longer be entitled to receive any additional Interest Component of the Rental Payments after the specified Prepayment Date, and such Certificates or portion of the Principal Component with respect to the Certificates thus called for prepayment shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

Upon surrender of any Certificate prepaid in part only, the Trustee shall execute and deliver to the Owner thereof, at the expense of the City, a new Certificate or Certificates of the same maturity, equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered.

Section 5.05. Selection of Certificates to be Prepaid.

(a) Certificates shall be prepaid only in the principal amount of $5,000 or any integral multiple thereof. When less than all of the Outstanding Certificates are to be prepaid, the City shall designate which maturities of the Certificates shall be prepaid. Certificates to be prepaid of less than a full maturity shall be selected by the Trustee in $5,000 units of face value by lot or in such other equitable manner as the Trustee may determine.

(b) In the case of a partial prepayment of Certificates when Certificates of denominations greater than $5,000 units of face value are then Outstanding, then for all purposes in connection with such prepayment, each $5,000 units of face value shall be treated as though it were a separate Certificate. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any Certificate is selected for prepayment, then upon notice of intention to prepay such $5,000 unit or units, the Registered Owner of such Certificate or his duly authorized agent shall forthwith present and surrender such Certificate to the Trustee (1) for payment of the Prepayment Price (including amounts representing premium, if any, and Interest Components to the date fixed for prepayment) of the $5,000 unit or units of face value called for prepayment, and (2) for exchange, without charge to the registered owner thereof, for a new Certificate or Certificates of the aggregate principal amount of the un-prepaid portion of the Principal Component of such Certificate. If the Registered Owner of any such Certificate of a denomination greater than $5,000 fails to present such Certificate to the Trustee for payment and exchange as aforesaid, such Certificate shall, nevertheless, become due and payable on the Prepayment Date to the extent of the $5,000 unit or units of face value called for prepayment (and to that extent only).

ARTICLE VI

ESTABLISHMENT OF FUNDS; APPLICATION OF PROCEEDS AND OTHER MONIES

Section 6.01. Establishment of Funds; Transfer of Net Revenues.

(a) There are hereby established with the Trustee the following Funds and accounts:

(i) Revenue Fund;

(ii) Certificate Fund;

(iii) Project Fund;

(iv) Rebate Fund;

(v) Compliance Fund; and

(vi) Surplus Fund.

Separate accounts shall be established in each Fund for each series of Certificates or as otherwise required by this Indenture, with the exception of the Revenue Fund, the Compliance Fund and the Surplus Fund, which shall be established only for the Series 2023A Certificates, unless otherwise specified in a Supplemental Trust Indenture with respect to the Certificates issued thereunder. All Funds established pursuant to this Article shall be held by the Trustee in trust for the benefit of the Certificate Owners, provided that the Owners of the Series 2023B Certificates shall have no interest in the Net Revenues, the Revenue Fund, the Compliance Fund or the Surplus Fund. No amount in any Fund or account established for a particular series of Certificates shall be applied with respect to any other series of Certificates. The money in all of the funds shall be held in trust and applied as hereinafter provided.

In addition to the Funds and accounts described above, the Escrow Agreement establishes an Escrow Fund to be held and administrated by the Escrow Agent in accordance with the provisions of the Escrow Agreement.

(b) The City shall establish and hold on behalf of the District a Transportation Development District Sales Tax Trust Fund pursuant to the Cooperative Agreement, and within such fund, a subaccount to be called the "TDD Sales Tax Enforcement Account" shall be established. The amount necessary at any time to establish or maintain the balance in the TDD Sales Tax Enforcement Account at $1,000, shall be deposited in the TDD Sales Tax Enforcement Account to be disbursed as described in **Section 6.09** herein, provided that the total of such deposits shall not exceed $1,000 in any Fiscal Year. The City shall pay all Net Revenues held by the City as of the last day of the preceding month to the Trustee on the tenth day of each month (or the next business day thereafter if the tenth day is not a business day) for deposit into the Revenue Fund. The Trustee shall notify the City, the purchaser of the Series 2023A Certificates, and the initial purchaser of any Additional Certificates secured by Net Revenues, if the Trustee has not received such Net Revenues on or before the 12th calendar day of each month.

Section 6.02. Application of Proceeds of Series 2023 Certificates and Other Moneys. The Proceeds of the Series 2023 Certificates shall be deposited as follows:

(a) To the Escrow Agent for deposit in the Escrow Fund from the proceeds of the Series

2023A Certificates, an amount the City certifies to the Trustee is sufficient to establish an initial cash balance sufficient to provide for the defeasance and refunding of the Refunded Bonds in accordance with the Escrow Agreement, taking into account the other transfers described in this **Section 6.02**.

(b) To Zion's Bancorporation, N.A. from the proceeds of the Series 2023B Certificates, an amount that the City certifies to the Trustee is sufficient to provide for the defeasance and prepayment of the Refunded Lease Payments in accordance with the 2021 Lease.

(c) To the Compliance Fund, an amount equal to $2,500 from the proceeds of the Series 2023A Certificates.

(d) To the Series 2023A Certificates accounts of the Project Fund, the remainder of the proceeds of the Series 2023A Certificates and to the Series 2023B Certificates account of the Project Fund, the remainder of the proceeds of the Series 2023B Certificates.

Section 6.03. Deposits into the Project Fund. The following moneys shall be paid over to and deposited by the Trustee in the applicable account of the Project Fund, as and when received:

(a) The proceeds from the sale of the Series 2023 Certificates, to the extent required by **Section 6.02** hereof.

(b) The proceeds from the sale of Additional Certificates (except Additional Certificates delivered solely to refund Outstanding Certificates), to the extend provided in the Supplemental Indenture authorizing such Additional Certificates.

(c) The Net Proceeds of casualty insurance, title insurance or condemnation awards required to be deposited into the Project Fund pursuant to the Lease.

(d) All payment and performance and labor and material bond payments and any and all payments from any contractors or other suppliers by way of breach of contract, refunds or adjustments required to be deposited into the Project Fund pursuant to the Lease.

(e) Except as otherwise provided herein or in the Lease, any other moneys received by or to be paid to the Trustee from any other source for the acquisition, construction, improvement, furnishing and equipping of the Project, to the extent directed in writing by the Authorized City Representative to be deposited into the Project Fund.

Section 6.04. Disbursements from the Project Fund.

(a) Moneys in the Project Fund shall be used to pay for Project Costs, including costs of issuance. Except as otherwise set forth herein, payment shall be made from moneys in the Project Fund upon receipt by the Trustee of a requisition certificate therefor signed by an Authorized City Representative, which requisition certificate shall contain the statements, representations and certifications set forth in the form thereof attached hereto as **Exhibit B** and shall be otherwise substantially in such form, with the exception of payments from the Series 2023A Certificates Account of the Project Fund, which shall be disbursed in accordance with subsection (b).

(b) Moneys in the Series 2023A Certificates Account of the Project Fund shall be disbursed by the Trustee from time to time, upon receipt of a written request of the Authorized District Representative (approved in writing by an Authorized City Representative) containing the statements, representations and certifications set forth in the form of such request attached as **Exhibit C** hereto and otherwise substantially in such form, to pay, or reimburse the costs of the TDD Property.

(c) In making disbursements for Project Costs, the Trustee shall be entitled to conclusively rely upon each written requisition certificate as described above without inquiry or investigation if such requisition certificate is properly executed. It is understood that the Trustee shall not make any inspections of the Property or the Community Center Projects nor any improvements thereon, make any provision to obtain completion certificates, mechanic's or materialmen's lien releases or otherwise supervise any phase of the acquisition, construction, improvement, furnishing or equipping of the Property or the Community Center Projects. The receipt by the Trustee of a requisition certificate executed as described above shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed. The Trustee shall make disbursements to pay Project Costs for which any such request is made within five business days of the receipt of a properly executed certificate. The Trustee may confirm each funds transfer instruction received by confirming with an Authorized City Representative, in accordance with its procedures.

(d) The Completion Date of the installation of the Property and the Community Center Projects and the payment of all Project Costs (other than Project Costs for which sufficient amounts are retained in the Project Fund) shall be evidenced by the filing with the Trustee of the Completion Certificate pursuant to **Section 5.03** of the Lease. As soon as practicable any balance remaining in the Project Fund shall be transferred and deposited without further authorization to the Certificate Fund as provided in **Section 5.03** of the Lease.

(e) The Trustee shall keep and maintain adequate records pertaining to the Project Fund (and the accounts therein), earnings thereon and all disbursements therefrom, and after the Property and Community Center Projects has been completed and a Completion Certificate is filed, the Trustee shall file with the City a final statement of receipts and disbursements with respect thereto.

(f) In the event of acceleration of all the Certificates pursuant to **Section 9.02**, any moneys then remaining in the Project Fund shall be applied in accordance with Section 9.05.

(g) Any transfer from an account in the Project Fund for a particular series of Certificates to the Certificate Fund shall be deposited into the account established in the Certificate Fund for the same series of Certificates.

Section 6.05. Deposits into the Certificate Fund. The Trustee shall deposit into the applicable account of the Certificate Fund, as and when received, the following moneys:

(a) All Rental Payments payable by the City to the Trustee specified in the Lease and all amounts specified for deposit to the Certificate Fund in **Section 6.07** of this Indenture;

(b) Any amount remaining in the Project Fund to be transferred to the Certificate Fund pursuant to **Section 6.04(e)** of this Indenture and **Section 5.03** of the Lease upon completion and any amount remaining in the Project Fund to be transferred to the Certificate Fund pursuant to **Section 6.04(f)** of this Indenture upon acceleration of the maturity of the Certificates;

(c) The balance of any Net Proceeds of insurance or condemnation awards received by the Trustee pursuant to **Article IX** of the Lease;

(d) All interest and other income derived from investments of moneys required to be transferred to the Certificate Fund as provided in **Section 7.02** of this Indenture; and

(e) All other moneys received by the Trustee when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Certificate Fund.

Section 6.06. Application of Moneys in the Certificate Fund.

(a) Except as provided in this Section and in **Section 9.04** of this Indenture, moneys in the Certificate Fund shall be expended solely for (1) the payment of the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Certificates as the same mature and become due or upon the prepayment thereof, or (2) to purchase Certificates for cancellation prior to maturity.

(b) The Trustee is hereby authorized and directed to withdraw sufficient moneys from the applicable account of the Certificate Fund to pay the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Certificates as the same become due and payable and to make said moneys available to the Paying Agent for the purpose of paying such amounts.

(c) The Trustee, upon written direction of the City, shall use any moneys in the Certificate Fund (1) to prepay all or part of the Certificates Outstanding and the Interest Component of Rental Payments to accrue with respect thereto prior to such prepayment, in accordance with and to the extent permitted by **Article V** of this Indenture so long as the City is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Certificates theretofore matured or called for prepayment, and (2) to pay past due interest in all cases when such Certificates have not been presented for payment. The City may cause such excess moneys in the Certificate Fund or such part thereof or other moneys of the City, as the City may direct, to be applied by the Trustee to purchase Certificates in the open market for the purpose of cancellation, at prices not exceeding the principal amount thereof plus interest accrued with respect thereto to the date of delivery for cancellation.

(d) After payment or provision for payment in full of the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Certificates, and the fees, charges and expenses of the Trustee and any Paying Agent and any other amounts required to be paid under this Indenture and the Lease, all amounts remaining in the Certificate Fund shall be paid to the City. The amounts remaining in the Series 2023A Account of the Certificate Fund shall be paid to the City for deposit in the Transportation Development District Sales Tax Trust Fund.

Section 6.07. Revenue Fund. Moneys deposited in the Revenue Fund shall be applied by the Trustee as follows:

(a) On the 15th day of each month, the Trustee shall transfer to the Series 2023A Certificates account of the Certificate Fund and, if Additional Certificates have been issued that are secured by Net Revenues, as described in the Supplemental Trust Indenture(s) under which such Additional Certificates are issued, to the appropriate accounts of the Certificate Fund established for such Additional Certificates, amounts sufficient for the balances therein to be equal to the Rental Payment on the Series 2023A Certificates and such Additional Certificates (if any) payable on the next Certificate Payment Date;

(b) On the 40th day prior to each Certificate Payment Date, the moneys in the Revenue Fund shall be applied by the Trustee to the extent necessary for the purposes and in the amounts as follows:

First, for transfer to the Rebate Fund, an amount sufficient to calculate and pay rebate, if any, to the United States of America, owed under Section 148 of the Code, as directed in writing by the City in accordance with the Tax Compliance Agreement, to the extent that such costs are allocable to the Series 2023A Certificates or any Additional Certificates secured by Net Revenues;

Second, for transfer to the Series 2023A Certificates account of the Certificate Fund and, if Additional Certificates have been issued that are secured by Net Revenues, to the appropriate account(s) in the Certificate Fund established for such Additional Certificates, amounts sufficient to pay the Interest Component of Rental Payments relating to the Series 2023A Certificates and such Additional Certificates due on the next Certificate Payment Date;

Third, for transfer to the Series 2023A Certificates account of the Certificate Fund and, if Additional Certificates have been issued that are secured by Net Revenues, to the appropriate account(s) in the Certificate Fund established for such Additional Certificates, amounts sufficient to pay the Principal Component of Rental Payments relating to the Series 2023A Certificates and such Additional Certificates due on the next two Certificate Payment Dates;

Fourth, pay to the Trustee or any Paying Agent, an amount sufficient for payment of any fees and expenses which are due and owing to the Trustee or any Paying Agent, upon delivery to the City of an invoice for such amounts, to the extent that such costs are allocable to the Series 2023A Certificates or any Additional Certificates secured by Net Revenues;

Fifth, for transfer to the Compliance Fund, the amount necessary at any time to establish or maintain the balance in the Compliance Fund at $2,500, provided that the total of such deposits shall not exceed $2,500 in any Fiscal Year; and

Sixth, for transfer to the Surplus Fund all remaining amounts on deposit in the Revenue Fund.

If Net Revenues are insufficient to make the transfers required by paragraph *Second* or *Third*, above, on any date on which such transfers are to be made with respect to the Series 2023A Certificates and all Additional Certificates that are secured by Net Revenues, such transfers shall be made on a *pro rata* basis, in proportion to the amount of Principal Component that remains outstanding for each such series of Certificates.

On or before the 30th day prior to each Certificate Payment Date, the Trustee shall inform the City of the amounts on deposit in the accounts of the Certificate Fund established for the Series 2023A Certificates and any Additional Certificates that are secured by Net Revenues, after the application of funds described above, and of the amount (if any) necessary to increase the balance of any such account to an amount sufficient to pay the Rental Payments applicable to such series of Certificates on such Certificate Payment Date.

(c) Upon the payment in full of the Principal Component and the Interest Component of Rental Payments relating to the Series 2023A Certificates and all Additional Certificates secured by Net Revenues (or provision having been made for the payment thereof as specified in this Indenture) and the related fees, charges and expenses of the Trustee and any Paying Agents, and any other amounts required to be paid from Net Revenues under this Indenture, all amounts remaining on deposit in the Revenue Fund shall be paid to the City for deposit on behalf of the District into the Transportation Development District Sales Tax Trust Fund.

Section 6.08. Rebate Fund.

(a) There shall be deposited by the Trustee in the Rebate Fund such amounts as are required to be deposited therein pursuant to **Section 6.07(b)** *First* and the Tax Compliance Agreements. Subject to the transfer provisions provided in subsection (b) below, all money at any time deposited in the Rebate Fund and any income earned thereon shall be held in trust, to the extent required to pay arbitrage rebate to the federal government of the United States of America, and neither the City nor the Owner of any Certificates shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Tax Compliance Agreements (which are incorporated herein by reference).

(b) Pursuant to the Tax Compliance Agreements, the Trustee shall remit from the Rebate Fund rebate installments and the final rebate payments to the United States in accordance with the written direction of the City or its rebate analyst. The Trustee shall not have any obligation to pay any amounts required to be rebated pursuant to this Section and the Tax Compliance Agreements, other than from moneys held in the Rebate Fund created under this Indenture as provided in this Indenture or from other moneys provided to it by the City. Any moneys remaining in the Rebate Fund after payment (or prepayment) of all of the Certificates and payment and satisfaction of any rebatable arbitrage shall be withdrawn and paid to the City. Moneys remaining in the Series 2023A Certificates Account of the Rebate Fund after payment (or prepayment) of all of the Series 2023A Certificates and satisfaction of any rebatable arbitrage shall be withdrawn and paid to the City for deposit on behalf of the District into the Transportation Development District Sales Tax Trust Fund.

(c) Notwithstanding any other provision of this Indenture, including in particular this Article, the obligation to remit arbitrage rebate to the United States and to comply with all other requirements of this Section, the preceding Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Certificates.

Section 6.09. TDD Sales Tax Enforcement Account. Money in the TDD Sales Tax Enforcement Account shall be used by the City on behalf of the District from time to time to pay reasonable and necessary costs of enforcing collections of the TDD Sales Tax prior to the filing of a lawsuit or other formal legal proceeding, in accordance with the Cooperative Agreement. Any amount on deposit at any time in the TDD Sales Tax Enforcement Account in excess of $1,000 shall be transferred to the Transportation Development District Sales Tax Trust Fund.

Section 6.10. Compliance Fund. Moneys in the Compliance Fund shall be used solely for the purpose of paying fees and expenses to comply with federal income tax law and regulations related to the taxation of the Interest Component of Rental Payments, state or federal securities laws related to the Series 2023A Certificates and any Additional Certificates secured by Net Revenues and other costs or expenses of carrying or repaying the Series 2023A Certificates and any Additional Certificates secured by Net Revenues ("Compliance Costs"). Withdrawals from the Compliance Fund shall be made only for payment of Compliance Costs. The Trustee shall transfer moneys from the Compliance Fund in accordance with and upon the receipt of a written request of an Authorized City Representative stating that moneys are needed for Compliance Costs and directing the payment thereof. At any time the City determines that amounts on deposit in the Compliance Fund are not necessary for the payment of Compliance Costs, such amounts shall be transferred as directed in writing by an Authorized City Representative to the Revenue Fund.

Section 6.11. Surplus Fund. Moneys on deposit in the Surplus Fund (or any portion thereof) shall be applied or transferred from time to time by the Trustee in the amounts specified by the City, as follows: (1) upon receipt by the Trustee of written instructions from an Authorized City Representative, to the City to reimburse the City for any amounts paid by the City (from a source other than Net Revenues) as Rental Payments relating to the Series 2023A Certificates or any Additional Certificates secured by Net Revenues, and (2) upon receipt by the Trustee of written instructions from an Authorized City Representative, (A) to the Revenue Fund for application in accordance with **Section 6.07** hereof, (B) to the appropriate account of the Certificate Fund for the purpose of prepaying the Series 2023A Certificates or any Additional Certificates secured by Net Revenues pursuant to the optional prepayment provisions of this Indenture, to the extent that such Certificates may then be called for prepayment, or (C) to the District for any purpose allowed under the TDD Act.

Section 6.12. Nonpresentment of Certificates. If any Certificate shall not be presented for payment when due, either at maturity or otherwise, or at the date fixed for prepayment thereof, if funds sufficient to pay such Certificate shall have been made available to the Trustee, all liability of the Trustee and the City to the Owner thereof for the payment of such Certificate shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Certificate, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature under this Indenture or on, or with respect to, said Certificate. If any Certificate shall not be presented for payment within one year following the date when such Certificate becomes due, whether by maturity or otherwise, the Trustee shall repay, without liability for interest thereon, to the City the funds theretofore held by the Trustee for payment of such Certificate, and such Certificate shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

DEPOSITARIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 7.01. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of any fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with this Indenture and the Lease (except for the Rebate Fund) and until used or applied as herein provided, shall constitute part of the Trust Estate and shall not be subject to any lien other than the lien of this Indenture. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

Section 7.02. Investment of Moneys. Moneys held in all funds and accounts held by the Trustee under any provision of this Indenture shall, subject to the requirements of the Arbitrage Instructions and as hereinafter provided, be invested and reinvested by the Trustee, pursuant to written direction of the City, signed by an Authorized City Representative, in Investment Securities that mature or are subject to redemption by the holder prior to the date such funds will be needed. In the absence of such instructions, the Trustee shall hold such moneys uninvested. The Trustee may conclusively rely upon the written investment direction of the City as to the suitability and legality of the directed investment, and shall have no obligation to determine if the directed investment complies with the requirements of the Tax Compliance Agreement. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees, which may be deducted from income earned on investments.

The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities held by the Trustee in any fund hereunder whenever the cash balance in such Fund or Account is insufficient for the purpose of such Fund or Account Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such Fund or Account, and any loss resulting from such Investment Securities shall be charged to such Fund or Account.

For purposes of determining the amount in any Fund or Account, the value of any investments shall be computed at the market value thereof, the purchase price thereof or principal amount, whichever is lower. The Funds and Accounts shall be valued on March 1 of each year, after any payments required to be made on such date have been made.

The Trustee may, in making or disposing of any investment permitted by this Section, deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or dealing as principal for its own account.

ARTICLE VIII

AMENDMENT OF THE INDENTURE, THE LEASE OR THE FINANCING AGREEMENT

Section 8.01. Amendments Permitted.

(a) This Indenture, the Lease, the Financing Agreement and the rights and obligations of the City and of the Owners of the Certificates and of the Trustee may be modified or amended from time to time and at any time by an amendment or supplement hereto or thereto which the parties hereto or thereto may enter into when the written consent of the Trustee and the City, if not a party hereto or thereto, and the Owners of a majority in aggregate Principal Component of Rental Payments of the Certificates then Outstanding shall have been filed with the Trustee. No such modification or amendment shall (i) extend the stated maturity of any Certificate, or reduce the amount of principal represented thereby, or extend the time of payment or reduce the amount of any Prepayment Price provided in the Indenture for the payment of any Certificate, or reduce the rate of interest with respect thereto, or extend the time of payment of interest with respect thereto without the consent of the Owner of each Certificate so affected, (ii) reduce the aforesaid percentage of Certificates the consent of the Owners of which is required to effect any such modification or amendment, except in connection with the delivery of any Additional Certificates, or permit the creation of any lien on the moneys in any of the Funds or accounts created herein or deprive the Owners of the trust created by this Indenture with respect to the moneys in the Funds or accounts created herein, or (iii) create a preference or priority of any Certificate or Certificates over any other Certificate or Certificates without the consent of the Owners of all of the Certificates then Outstanding (except to designate which Additional Certificates are secured by Net Revenues at their issuance). Promptly after the execution by the Trustee of any amendment pursuant to this subsection (a), the Trustee shall give Notice by Mail, setting forth in general terms the substance of such amendment to the Owners at the addresses listed on the registration books kept by the Trustee pursuant to **Section 3.06**. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amendment.

(b) Notwithstanding subsection (a), this Indenture or the Lease and the rights and obligations of the City, of the Trustee and of the Owners of the Certificates may also be modified or amended from time to time and at any time by an agreement which the parties hereto or thereto may enter into without the consent of any Certificate Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the Trustee in this Indenture, other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Certificates (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the City; provided, however, that no such covenant, agreement, pledge, assignment or surrender shall materially adversely affect interests of the Trustee or the security of the Owners of the Certificates;

(ii) to add to the covenants and agreements of the City in the Lease, other covenants and agreements thereafter to be observed or to surrender any right or power therein reserved to or conferred upon the Trustee or the City; provided, however, that no such covenant, agreement or surrender shall materially adversely affect the security of the Owners of the Certificates;

(iii) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision, contained in this Indenture or the Lease, or in regard to matters or questions arising under this Indenture or the Lease as the Trustee and the City may deem necessary or desirable and not inconsistent with said agreements, or as may be requested by the City or the Trustee and which shall not, in any such case materially adversely affect the security of the Owners of the Certificates;

(iv) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and which shall not materially adversely affect the security for the Certificates;

(v) to provide for the execution and delivery of Additional Certificates and/or to expand the definition of the Property;

(vi) to provide for any additional procedures, covenants or agreements necessary to maintain the exclusion of the federal tax status of the Certificates; or

(vii) to make any other change which does not have a materially adverse effect on the security for the Certificate Owners.

Section 8.02. Effect of Amendments. Upon the execution of any amendments hereto, pursuant to this **Article VIII**, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Trustee and all Owners of Certificates Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such amendment shall be deemed to be part of the terms and conditions of the Indenture for any and all purposes.

Section 8.03. Endorsement of Certificates; Preparation of New Certificates. Certificates delivered after the execution of any amendment pursuant to this **Article VIII** may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form determined by the Trustee as to any modification or amendment provided for in such amendment, and, in that case, upon presentation of a Certificate for such purpose at the payment office of the Trustee, a suitable notation shall be made on such Certificate. If the amendment shall so provide, new Certificates so modified as to conform, in the opinion of the Trustee, to any modification or amendment contained in such amendment, shall be prepared and executed by the Trustee, and upon demand of the Owners of any Certificates then Outstanding shall be exchanged at the payment office of the Trustee, without cost to any Certificate Owner, for Certificates then Outstanding, upon surrender for cancellation of such Certificates in equal aggregate principal amounts of the same maturity, interest rate and tenor.

Section 8.04. Amendment of Particular Certificates. The provisions of this Article shall not prevent any Certificate Owner from accepting any amendment as to the particular Certificates held by him, provided that due notation thereof is made on such Certificates.

Section 8.05. Opinion of Counsel. Anything to the contrary in this **Article VIII** notwithstanding, before the Trustee or the City consent to any modification or amendment of this Indenture or the Lease, there shall have been delivered to the Trustee an opinion of Special Counsel to the effect that such amendment (1) is permitted by this Indenture and the instrument modified or amended (if other than this Indenture), (2) complies with their terms, (3) will, upon execution and delivery thereof, be valid and binding upon the City in accordance with the terms of the instrument modified or amended, and (4) will not adversely affect the federal tax status of any Certificates Outstanding. In any instance in which the Trustee may be required to determine that a modification or amendment will not materially adversely affect the interest of the Owners of the Certificates, prior to consenting to such modification or amendment, the Trustee shall be entitled to require that there be delivered to it an opinion of counsel to the effect that no such materially adverse affect would result from such modification or amendment. The Trustee shall be fully protected and shall incur no liability in relying upon such opinion of counsel in making such determination. The Trustee may, but shall not be obligated to enter into any such supplemental Trust Indenture or Lease which affects the Trustee's own rights, duties or immunities under this Trust Indenture or Lease or otherwise.

ARTICLE IX

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND OWNERS OF CERTIFICATES

Section 9.01. Defaults. The occurrence of any of the following events, subject to the provisions of **Section 9.09**, is hereby defined as an "Event of Default":

(a) Default in the due and punctual payment of any Interest Component of Rental Payments represented by a Certificate; or

(b) Default in the due and punctual payment of the Principal Component of Rental Payments represented by a Certificate, whether at the stated payment date thereof or the Prepayment Date set therefor in accordance with the terms hereof; or

(c) Failure by the City to make any of the Net Revenue Transfers when due and the continuance of such failure for ten days after written notice specifying such failure and requesting that it be remedied is given to the City by the Trustee; or

(d) Any Event of Default as specified in **Section 12.01** of the Lease shall have occurred.

Section 9.02. Acceleration. Upon the occurrence of an Event of Default, the Trustee may, and upon receipt of a Directive shall, by notice in writing delivered to the City, declare the Principal

Component and Interest Component of Rental Payments represented by all Certificates Outstanding to the end of the then current Fiscal Year immediately due and payable.

Section 9.03. Other Remedies Upon an Event of Default. Upon the occurrence of an Event of Default or Event of Nonappropriation, the Trustee may exercise any remedies available under the Lease and, to the extent consistent therewith, may sell, lease or manage all or any portion of the Property and apply the net proceeds thereof in accordance with **Section 9.05** and, whether or not it has done so, may pursue any other remedy available to it under the Lease or at law or in equity.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Certificate Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Certificate Owners hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default hereunder whether by the Trustee or by the Certificate Owners shall extend to or shall affect any subsequent default or shall impair any rights or remedies consequent thereon.

Section 9.04. Rights of Certificate Owners. If an Event of Default or Event of Nonappropriation shall have occurred and be continuing and if instructed to do so by a Directive and if indemnified as provided in **Section 9.07**, the Trustee shall be obligated to exercise such one or more of the rights and the remedies conferred by this Article as the Trustee, upon the advice of counsel, shall deem to be in the interests of the Certificate Owners; provided that such Directive shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided further that the Trustee shall have the right to decline to follow any such Directive if the Trustee in good faith shall determine that the proceedings so directed would involve it in personal liability.

Any other provision herein to the contrary notwithstanding, the Owners of not less than a majority in aggregate principal amount of Certificates then Outstanding shall have the right, at any time, by a Directive, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith shall determine that the proceeding so directed would involve it in personal liability.

Section 9.05. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs, fees, charges, and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee, including any attorneys' fees and expenses, be deposited into the Certificate Fund. All moneys in the Certificate Fund, the Project Fund, the Compliance Fund, the Surplus Fund and the Revenue Fund shall be applied as follows (*provided that*, amounts in the Compliance Fund, Surplus Fund and Revenue Fund shall be applied only with respect to the Series 2023A Certificates and any Additional Certificates secured by Net Revenues, and *further provided that*, amounts in the Certificate Fund and the Project Fund accounts established for the Series 2023A Certificates or any Additional Certificates secured by Net Revenues shall be applied only with respect to such series of Certificates):

(a) unless the Principal Component of Rental Payment represented by all the Certificates shall have been declared due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of the Interest Component of Rental Payment represented by the Certificates in the order of the maturity of the installments of such interest and, to the payment ratably, according to the amount due on such installments, to the persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the persons entitled thereto of the unpaid Principal Component of Rental Payment represented by any Certificates that shall have become due (other than Principal Component of Rental Payments represented by Certificates with respect to the payment of which moneys are held pursuant to the defeasance provisions of this Indenture) in the order of such due dates, with interest from the respective dates upon which they become due and, if the amount available shall not be sufficient to pay in full the Principal Component of Rental Payment represented by Certificates due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege except as to any difference in the respective rates of interest specified respecting the Certificates.

(b) If the Principal Component of Rental Payments represented by all Certificates shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the Principal Component and the Interest Component of Rental Payments then due and unpaid upon the Certificates without preference or priority of principal over the interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Certificate over any other Certificate, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege except as to any difference in the respective rates of interest specified respecting the certificates.

(c) If the Principal Component of Rental Payments represented by all Certificates shall have been declared due and payable and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then subject to the provisions of paragraph (b) of this Section in the event that the Principal Component of Rental Payments represented by all the Certificates shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever moneys are to be applied pursuant to the provision of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for the application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be a Certificate Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the Owner of any Certificate until such Certificate shall be presented to the Trustee for appropriate endorsement or for cancellation if paid in full.

Whenever the Principal Component and the Interest Component of Rental Payments of all Certificates have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid, any balance remaining in the Certificate Fund shall be paid to the City.

Section 9.06. Remedies Vested in Trustee. All remedies and rights of action (including the right to file proof of claims) under this Indenture or under any of the Certificates may be enforced by the Trustee without the possession of any of the Certificates or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owners of the Certificates. Any recovery of judgment or other amounts shall be for the equal benefit of the Owners of the Outstanding Certificates, except with respect to Net Revenues as described in this Indenture.

Section 9.07. Rights and Remedies of Certificate Owners. No Owner of any Certificates shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Lease or this Indenture, for the execution of any trust thereof, for the appointment of a receiver or to enforce any other remedy thereunder or hereunder, unless (a) an Event of Default or Event of Nonappropriation has occurred; (b) the Owners shall have made by a Directive a written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) such Certificate Owners have provided to the Trustee indemnification satisfactory to the Trustee; and (d) the Trustee shall thereafter fail or shall refuse to exercise the powers hereinbefore granted or to institute such action, suit or proceedings in its, his, her or their name or names. Such notification, request and indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and the trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for the appointment of a receiver or for any other right or remedy hereunder. No one or more Owners of the Certificates shall have any right in any manner whatsoever to affect, to disturb or to prejudice the lien of this Indenture by its, his, her or their action or to enforce any right or remedy hereunder except in the manner herein provided and all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Certificates then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Certificate Owner to enforce the payment of the Principal Component of and the Interest Component of Rental Payments represented by any Certificate at and after the maturity thereof.

Section 9.08. Termination of Proceedings. If the Trustee shall have proceeded to enforce any right or remedy under the Lease or this Indenture by the appointment of a receiver, by entry or otherwise and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then and in every such case, the City, the Owners, and the Trustee shall be restored to their former respective positions and rights thereunder and hereunder and all rights remedies and powers of the Trustee shall continue as if no such proceeding had been taken.

Section 9.09. Waivers of Defaults. The Trustee shall waive any Event of Default and its consequences and rescind any declaration of maturity of principal upon the written request of the Owners of (a) a majority in aggregate principal amount of all Certificates then Outstanding with respect to which a default in the payment of Principal Component of Rental Payments represented thereby exists; or (b) a majority in aggregate principal amount of all Certificates then Outstanding in the case of any other default; provided, however, that there shall not be waived (i) any Event of Default respecting the payment of the Principal Component of Rental Payments represented by any Certificate at its maturity date, or (ii) any Event of Default respecting the payment of the Interest Component of Rental Payments represented by any Certificate, unless prior to such waiver or rescission, all arrears of principal and interest when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for and, in case any such waiver or rescission or in case any proceeding(s) taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Trustee, the City and the Certificate Owners shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default or impair any right consequent thereon.

Section 9.10. Notices of Defaults. Within 30 days after the occurrence of any default hereunder of which the Trustee is required to take notice or if notice of default has been given as provided in **Section 11.01(f)**, the Trustee shall give written notice thereof to the City and Notice by Mail to the Owners of all Certificates then Outstanding (unless such default has been cured or waived; provided, however, that, except in the case of a default in the payment of the Principal Component or Interest Component of Rental Payments represented thereby, the Trustee shall be protected in withholding such notice if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of such Owners). For the purpose of this Section, the term **"default"** means any event which is an "Event of Default" as defined in **Section 9.01**.

ARTICLE X

DEFEASANCE

Section 10.01. Discharge of Indenture.

(a) When (i) the obligations of the City under the Lease shall have been satisfied in connection with the exercise by the City of its option to purchase the Property in accordance with **Article X** of the Lease by the irrevocable deposit in escrow of cash or Government Obligations (maturing as to principal and interest in such amounts and at such times as are necessary to make any required payments without reinvestment of any earnings thereon) or both cash and such Government Obligations, and (ii) the City shall have delivered to the Trustee, (A) an opinion of counsel to the effect that the conditions for such discharge contained herein and in **Section 10.02** have been satisfied or irrevocably provided for and (B) if the deposit is funded by an issue of tax-exempt obligations and the Prepayment Date is more than 90 days after the issue date of such obligations, an accountant's certificate verifying the sufficiency of cash or Government Obligations or both so deposited for the payment of the Principal Component and Interest Components of Rental Payments of the Certificates and any applicable Prepayment Price to be paid with respect to the Certificates and (iii) the City shall have deposited sufficient moneys to pay the fees, compensation and expenses of the Trustee (or has made provision satisfactory to the Trustee for their payment), thereupon the obligations created by this Indenture shall cease, determine and become void except for the right of the Certificate Owners and the obligation of the Trustee to apply such moneys and Government Obligations to the payment of the Certificates as herein set forth; provided, however, that all provisions hereof relating to the compensation or indemnification of the Trustee shall survive the satisfaction and discharge of this Indenture. Substitution for any Government Obligations held pursuant to any escrow created pursuant to this **Article X** shall not be permitted.

(b) After all amounts owing to the Certificate Owners have been paid hereunder and under the Lease and all fees, expenses and charges of the Trustee have been paid, the Trustee shall turn over to the City any surplus in the Certificate Fund and all balances remaining in any other funds or accounts other than moneys and Government Obligations held for the payment of the Certificates at maturity or on prepayment, which moneys and Government Obligations shall continue to be held by the Trustee in trust for the benefit of the Certificate Owners and shall be applied by the Trustee to the payment, when due, of the Principal Components and any premium and Interest Components of Rental Payments represented by the Certificates.

Section 10.02. Deposit of Moneys or Securities with Trustee. If moneys or Government Obligations are deposited with and held by the Trustee as hereinabove provided, the Trustee shall within 30 days after such Government Obligations shall have been deposited with it give Notice by Mail, to the Owners at the addresses listed on the registration books kept by the Registrar pursuant to **Section 3.06**, setting forth (i) the maturity date or Prepayment Date, as the case may be, of the Certificates, (ii) a description of the Government Obligations, if any, so held by it, and (iii) that this Indenture has been released in accordance with the provisions of this Section. Whenever in this Indenture or the Lease it is provided or permitted that there be deposited with or held in trust by the Trustee moneys or Government Obligations in the necessary amount to pay or prepay any Certificates, the money or Government Obligations so to be deposited or held may include money or Government Obligations held by the Trustee in the Funds established pursuant to this Indenture (exclusive of the Project Fund and the Rebate Fund) the principal of and interest on which when due together with any moneys held by the Trustee for such purpose will provide moneys sufficient to pay the Principal Component and Interest Component of Rental Payments represented by the Certificates as same becomes due, except that, in the case of Certificates which are to be prepaid prior to maturity and in respect of which irrevocable notice of such prepayment shall have been given as in **Article V** provided or irrevocable provision satisfactory to the Trustee shall have been made for the giving of such notice, the amount to be deposited or held shall be the Prepayment Price with respect to such Certificates and all unpaid interest to the Prepayment Date.

ARTICLE XI

THE TRUSTEE

Section 11.01. Duties, Immunities and Liabilities of Trustee.

(a) The Trustee shall, prior to an Event of Default or Event of Nonappropriation, and after the curing of all Events of Default or Events of Nonappropriation that may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture. The Trustee will have no implied duties. The permissive right or power to take any action may not be construed as a duty to take action under any circumstances, and the Trustee will not be liable except in the event of its negligence or willful misconduct. The Trustee shall, during the existence of any Event of Default or Event of Nonappropriation, exercise such of the rights and powers vested in it by this, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Trustee will not be obligated to risk its own funds in the administration of the Trust Estate. Notwithstanding any provision herein to the contrary, the Trustee need not take any action under this Indenture which may involve it in any expense or liability until indemnified to its satisfaction for any expense or liability, including liability related to environmental contamination, it reasonably believes it may incur.

(c) The Trustee is not responsible for any recitals contained in this Indenture or in the Certificates, or for the recording, filing, rerecording or refiling of the Indenture or security agreements (excluding the continuation of Uniform Commercial Code financing statements) in connection therewith, or for the sufficiency of the security for the Certificates. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Certificates. The Trustee shall not be accountable for the use or application by the City of any of the Certificates or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture or the Lease.

(d) The Trustee will not be required to give any bond or surety or report to any court despite any statute, custom or rule to the contrary.

(e) The Trustee may execute any of the duties under this Indenture by or through agents, attorneys, trustees or receivers and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent, attorney, trustee or receiver appointed with due care by it hereunder

(f) The Trustee will not be required to take notice or be deemed to have notice of any default, or Event of Default or other fact or event under this Indenture other than the City's failure to pay Rental Payments required by **Section 4.01** of the Lease, unless the Trustee is specifically notified in writing of the default or Event of Default, fact or event by the City or the Owners of not less than 25% of the unpaid Principal Component of Rental Payments represented by the Certificates then Outstanding.

(g) The Trustee may consult legal counsel, may conclusively rely on the opinion or advice of such legal counsel and will not be liable for any act or omission taken or suffered pursuant to the opinion or advice of such counsel. The fees and expenses of the counsel will be deemed to be a proper expense of the Trustee.

(h) Unless specifically required by the terms of this Indenture, the Trustee need not take notice of or enforce any other document or relationship, including any contract, settlement, arrangement, plan, assignment, pledge, release, decree or the like, other than the Lease, but its duties will be solely as set out in this Indenture.

(i) The Trustee may be removed at any time by the City (so long as no Event of Default shall have occurred and be continuing) or a Directive or shall resign at any time the Trustee shall cease to be eligible in accordance with subsection (e) of this Section, or shall become incapable of acting, or shall be adjudged as bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the property or affairs for the purpose of rehabilitation, conservation or liquidation, and thereupon a successor Trustee shall be appointed by the City (so long as no Event of Default shall have occurred and be continuing) or by a Directive. Written notice of any removal or resignation pursuant to this subsection (b) shall be given by the Trustee to the City.

(j) The Trustee may at any time resign by giving written notice of such resignation to the City and by giving the Certificate Owners Notice by Mail of such resignation at the addresses listed on the registration books kept by the Trustee pursuant to **Section 3.06**. Upon receiving such notice of resignation, a successor Trustee shall be appointed by the City (so long as no Event of Default shall have occurred and be continuing) or by a Directive.

(k) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and have accepted appointment within 45 days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Certificate Owner (on behalf of himself and all other Certificate Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the City and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee held by it as security for the Certificates, including its interest in the Lease, with like effect as if originally named Trustee herein; but, nevertheless at the request of the City or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the City shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, such successor Trustee shall cause notice of such acceptance to be mailed, first class postage prepaid, to the Owners at the addresses listed on the registration books kept by the Trustee pursuant to **Section 3.06**.

(l) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a state or national trust company or bank having the powers of a trust company and being duly authorized to execute trust powers having a payment office in the State, in good standing in the State, having a combined capital and surplus of at least $50,000,000, and subject to supervision and examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

(m) The Trustee may elect not to proceed in accordance with the directions of the Owners of the Certificates without incurring any liability to the Certificate Owners if in the opinion of the Trustee such direction may result in environmental or other liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity satisfactory to it from the Certificate Owners, and the Trustee may rely upon an opinion of counsel addressed to the Trustee in determining whether any action directed by Certificate Owners may result in such liability.

(n) The Trustee may inform the Certificate Owners of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not received indemnity pursuant to this Indenture`.

(o) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Registrar or Paying Agent.

(p) The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Section 7.02.**

(q) The Trustee shall not be responsible for the use of any Certificates executed and delivered hereunder.

(r) The Trustee shall have the right, but shall not be required, to demand, in respect of the execution of any Certificate, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the City to any such action.

(s) The Trustee may become the owner of Certificates with the same rights it would have if it were not Trustee, and, to the extent permitted by law, may act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Certificate Owners, whether or not such committee will represent the Owners of a majority in principal amount of the Certificates then-Outstanding.

(t) Provided a copy of the originally filed financing statements are timely delivered to the Trustee, the Trustee shall cause to be filed continuation statements to such originally filed financing statements, if any, under the Uniform Commercial Code of the State of Missouri, with the appropriate filing office of the State of Missouri, in such manner as may be required by the Uniform Commercial Code of the State of Missouri. The City shall be responsible for the reasonable fees and costs, including fees and costs of counsel or other experts, incurred by the Trustee in the preparation and filing of all continuation statements hereunder. Notwithstanding anything to the contrary contained herein, the Trustee shall not be responsible for any initial, amendment or other filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection of any such security interests or the accuracy or sufficiency of any description of collateral in such initial filings or for filing any modifications or amendments to the initial filings or any amendments or other changes to Article 9 of the Uniform Commercial Code of the State of Missouri. The Trustee shall be fully protected in relying on information with respect to such initial filings delivered to it by or on behalf of the City.

(u) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(v) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, pandemics, epidemics, recognized public emergencies, quarantine restrictions, hacking or cyber-attacks, or other use or infiltration of the Trustee's technological infrastructure exceeding authorized access, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 11.02. Merger or Consolidation. Any entity into which the Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which it shall be a party or any entity to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under **Section**

11.01(e) shall be the successor to such Trustee, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 11.03. Liability of Trustee; Indemnity. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

Notwithstanding anything elsewhere in this Indenture or the Lease contained, before taking any action under this Indenture (except with respect to acceleration of the Certificates and payment of the Certificates upon such acceleration or any payments of the Certificates when due), the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all reasonable fees, costs, and expenses (including without limitation attorneys' fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, including without limitation liability in connection with environmental contamination, and the cleanup thereof, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

Section 11.04. Right of Trustee to Rely on Documents. The Trustee shall be protected in acting upon any notice, resolution, request, ordinance, consent, order, certificate, report, opinion, Directive or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Any action taken by the Trustee pursuant to and in accordance with this Indenture upon the request, authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Certificate, shall be conclusive and binding upon all future Owners of the same Certificate and upon Certificates issued in exchange therefor or upon transfer or in place thereof. The Trustee may consult with counsel, who may be counsel of or to the City, with regard to legal questions or the interpretation of the provisions hereof, and the opinion or advice of such counsel may be conclusively relied upon by the Trustee and shall be full and complete authorization and protection in respect of any action taken, omitted or suffered by it hereunder in good faith and in accordance therewith. The fees and expenses of such counsel will be deemed to be a proper expense of the Trustee.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement of the City, and such statement shall be full warrant to the Trustee for any action taken, omitted, or suffered in good faith under the provisions of this Indenture in reliance upon such statement, and, prior to the occurrence of a default of which the Trustee has been notified as provided in **Section 11.01(f)** or of which by said section it is deemed to have notice, the Trustee will also be at liberty to accept a similar statement to the effect that any particular dealing, transaction or action is necessary or expedient, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 11.05. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession until six months after payments in full of all Certificates and discharge of the Indenture and shall be subject at all reasonable times to the inspection of the City and any Certificate Owner, and their agents and representatives duly authorized in writing, at reasonable hours and under reasonable conditions.

Section 11.06. Compensation of the Trustee. The City shall, from time to time, upon the written request of the Trustee, (a) pay to the Trustee reasonable compensation for its services as set forth in **Section 4.07** of the Lease (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) and (b) reimburse the Trustee for all reasonable advances, fees, costs and expenditures, including but not limited to, advances to and reasonable fees and expenses of independent appraisers, accountants, consultants, counsel, agents and attorneys or other experts employed by it in the exercise and performance of its powers and duties hereunder. Said compensation is to be paid as Supplemental Rent pursuant to the Lease. The Trustee will have a first lien against the Trust Estate for its reasonable costs, fees, expenses and advancements hereunder. In every instance in which this Indenture or the Lease provides for compensation, reimbursement or indemnification of the Trustee, such provision shall be deemed to provide for, whether or not expressly so stated, the payment of all related fees, costs, charges, advances and expenses of the Trustee (including without limitation, attorneys' fees and expenses), unless the context shall clearly indicate otherwise.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Survival of Provisions. The obligations of the Trustee with respect to matters arising before the termination of this Indenture (including any indemnification obligations and any obligation to pay additional interest) shall survive the termination of this Indenture.

Section 12.02. No Third Party Beneficiaries. No persons other than the City, the Trustee, the Owners of Certificates and the successors and assigns of such persons, shall have any rights whatsoever under this Indenture.

Section 12.03. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture or the Lease to be given or filed with the Trustee or the City if the same shall be duly mailed by registered or certified mail with postage prepaid (except as indicated in (a) below) addressed as follows:

(a) To the Owners of the Certificates if the same shall be duly mailed by first class mail, postage prepaid, addressed to each of the Owners of Certificates at the time Outstanding at his address as shown by the register maintained pursuant to **Section 3.06**.

(b) If to the City:

City of Harrisonville, Missouri
300 E Pearl Street
Harrisonville, MO 64701
Attention: City Administrator

(c) If to the Trustee:

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

(d) If to the District:

The Highway 71/291 Partners in Progress Transportation Development District
Attn: Executive Director

300 E. Pearl Street
P.O. Box 367
Harrisonville, MO 64701

With copy to:

Gilmore & Bell, P.C.
Attn: Megan Miller
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108

A duplicate copy of each notice, certificate or other communication given hereunder, or pursuant to the Lease to any of the parties mentioned in this Section shall be given to all other parties mentioned in this Section, (other than the Owners of the Certificates unless a copy is required to be furnished to them by other provisions of this Indenture). The Trustee or the City may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent to it.

Section 12.04. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the **CITY OF HARRISONVILLE, MISSOURI** has caused this Indenture to be signed in its name and behalf and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, **UMB BANK N.A.** has caused this Indenture to be signed in its name and behalf and attested by its duly authorized officers, all as of the date first above written.

UMB Bank, N.A.,
as Trustee

By____
Name:
Title:

CITY OF HARRISONVILLE, MISSOURI

(seal)

By:_________________________________
Name: Judy Bowman
Title: Mayor

ATTEST:

____
Name: Daniel Barnett
Title: City Clerk

SCHEDULE 1

Description of the Property

TDD Property

The TDD Property consists of the following:

1. A road connecting Highway 291 to one or more points on South Jefferson Parkway.

2. A road connecting Royal Street to North Commercial Street.

3. Commuter parking lots.

4. Other improvements necessary and allowable under the TDD Act for which requisitions are submitted in accordance with the Indenture.

Park Property

The Park Property consists of the following improvements at the Harrisonville Outdoor Aquatic Center at 706 Ash Street in the City:

1. Outdoor Aquatic Center values replacement.

2. Outdoor Aquatic Center slide pumps replacement.

The TDD Property and the Park Property together constitute the "Property" under the Indenture and the Lease. The following Community Center Projects are not party of the Property.

Community Center Projects

The Community Center Projects consist of the following:

1. Community Center HVAC unit replacements.

2. Community Center HVAC system controls.

3. Community Center HVAC system server.

EXHIBIT A TO TRUST INDENTURE

FORM OF CERTIFICATE OF PARTICIPATION

EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE (REFERRED TO HEREIN), THIS GLOBAL CERTIFICATE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (AS DEFINED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

UNITED STATES OF AMERICA
STATE OF MISSOURI

No. _____ **$__________**

CERTIFICATE OF PARTICIPATION
CITY OF HARRISONVILLE, MISSOURI
REFUNDING AND IMPROVEMENT CERTIFICATE OF PARTICIPATION
[(TRANSPORTATION IMPROVEMENTS PROJECT)][(PARK IMPROVEMENTS PROJECT)]
SERIES 2023[A][B]

Interest Rate	Payment Date	Certificate Date	CUSIP
_____%	March 1,___	__________	__________

Registered Owner: **CEDE & CO.**

Principal Sum: ____

THIS IS TO CERTIFY that the Registered Owner identified above of this Certificate of Participation (this "Certificate") is the owner of the proportionate interest hereinafter stated in that certain Lease Agreement dated as of April 1, 2023 (the "Lease"), between UMB Bank, N.A., a national banking association organized under the laws of the United States of America (the "Trustee"), and the City of Harrisonville, Missouri, a fourth-class city and political subdivision (the "City"), including payments of Rental Payments to be made thereunder (the "Rental Payments"). The City is authorized to enter into the Lease pursuant to applicable laws, including the constitution and statutes of the State of Missouri and an ordinance of the City. This Certificate is subject to the Indenture, dated as of April 1, 2023, by the Trustee, as amended or supplemented from time to time (the "Indenture"), which is on file at the payment office of the Trustee located in Kansas City, Missouri. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

THE REGISTERED OWNER of this Certificate is entitled to receive, subject to the terms of the Lease and the Indenture, on the payment date specified above (the "Certificate Payment Date"), or if selected for prepayment, on the Prepayment Date, the principal sum specified above, representing a portion of the Rental Payment designated as principal coming due on the Certificate Payment Date, and to receive the Registered Owner's proportionate share of Rental Payments designated as interest on March 1 and September 1, commencing on September 1, 2023, to and including the Certificate Payment Date or the Prepayment Date, whichever is earlier. Said proportionate share of the Rental Payments designated as interest is computed on the principal sum specified above from the Dated Date, or the most recent date to which such interest has been paid, at the interest rate specified above on the basis of a 360-day year of twelve 30-day months.

SAID AMOUNTS are payable in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts. The amounts representing principal and prepayment premium, if any, are payable by check or draft upon the presentation and surrender of this Certificate at the designated payment office of the Registrar, and the amounts representing interest are payable to the person in whose name this Certificate is registered in the register maintained by the Trustee at the close of business on the fifteenth day (whether or not a business day) of the calendar month prior to the applicable interest payment date (the "Record Date") by check or draft mailed to said Registered Owner at his address as it appears in said register or by electronic transfer to such Registered Owner upon written notice given to the Registrar by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the name of the bank, the bank's ABA routing number, the account number to which such Registered Owner wishes to have such transfer directed, and an acknowledgement that an electronic transfer fee may be applicable.

RENTAL PAYMENTS are payable solely from legally available funds which include, for any Fiscal Year, amounts budgeted or appropriated out of the income and revenue of the City for such Fiscal Year plus any unencumbered balances of the City from previous Fiscal Years that are legally available to pay Rent during such Fiscal Year and all moneys and investments, including earnings thereon, held by the Trustee pursuant to the Indenture. [Rental Payments with respect to this Certificate are additionally payable from Net Revenues.]

NEITHER THE RENTAL PAYMENTS NOR ANY OTHER AMOUNTS DUE UNDER THE LEASE CONSTITUTE A DEBT, A GENERAL OBLIGATION OR, EXCEPT FROM LEGALLY AVAILABLE FUNDS, A LIABILITY OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. THE CITY SHALL NOT BE OBLIGATED TO PAY THE SAME EXCEPT FROM LEGALLY AVAILABLE FUNDS. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY IS PLEDGED TO THE PAYMENT OF THE RENTAL PAYMENTS OR ANY OTHER AMOUNTS DUE UNDER THE LEASE. THE REGISTERED OWNER SHALL NOT HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE TAXING POWER OF THE CITY FOR THE PAYMENT OF THE PRINCIPAL COMPONENT AND INTEREST COMPONENT OF RENTAL PAYMENTS UNDER THE LEASE REPRESENTED BY THIS CERTIFICATE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE LEASE.

This Certificate is one of a duly authorized series of Certificates known as ["City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation (Transportation Improvements Project), Series 2023A" (the "Series 2023A Certificates") in the aggregate principal amount of $25,300,000] ["City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation (Park Improvements Project), Series 2023B" (the "Series 2023B Certificates") in the aggregate principal amount of $2,580,000], to be delivered simultaneously with the ["City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation (Transportation Improvements Project), Series 2023A" (the "Series 2023A Certificates," and together with the Series 2023B Certificates, the "Series 2023 Certificates") in the aggregate principal amount of $25,300,000] ["City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation (Park Improvements Project), Series 2023B" (the "Series 2023B Certificates," and together with the Series 2023A Certificates, the "Series 2023

Certificates") in the aggregate principal amount of $2,580,000] delivered for the purpose of providing funds to (i) pay Project Costs, (ii) refund the Refunded Obligations, (iii) pay the costs of delivering the Series 2023 Certificates and the refunding of the Refunded Obligations and (iv) executing and delivering the Series 2023 Certificates. The Series 2023 Certificates have been executed by the Trustee pursuant to and are governed by the terms of the Indenture. Copies of the Lease and the Indenture are on file at the office of the City and at the payment office of the Trustee, and reference to the Lease and the Indenture and any and all amendments and supplements thereto is made for a description of the pledges and covenants of the City securing the Rental Payments, the nature, extent and manner of enforcement of such pledges and covenants and the rights, terms and conditions upon which the Series 2023 Certificates are delivered thereunder.

The Indenture permits certain amendments or supplements to the Indenture and the Lease not materially adverse to the security of the Owners to be made without the consent of or notice to the Owners, certain other amendments or supplements thereto to be made with the consent of the Owners of not less than a majority in aggregate principal amount of the Certificates then-Outstanding and other amendments or supplements thereto to be made only with the consent of all Owners.

If certain conditions are met, the Lease may be amended without the consent of or notice to the Certificate Owners to increase the amount of Rental Payments payable by the City, and additional certificates of participation evidencing interests in such increased Rental Payments may be executed and delivered under the Indenture ("Additional Certificates"). Such Additional Certificates would be on a parity with the Series 2023 Certificates.

This Certificate is subject to prepayment as described in the Indenture.

If any of the Certificates are to be prepaid, notice thereof identifying the Certificates to be prepaid will be given by first-class mail, postage prepaid, mailed not less than 30 days prior to the Prepayment Date to each Registered Owner of Certificates to be prepaid. The failure of the Registered Owner of any Certificate to be so prepaid to receive notice of prepayment mailed as herein provided shall not affect or invalidate the prepayment of such Certificate. All Certificates for which notice of prepayment is given shall cease to bear interest on the specified Prepayment Date, provided moneys or certain securities for their prepayment are on deposit at the place of payment at that time, shall cease to be entitled to any benefit or security under the Indenture and shall no longer be deemed to be Outstanding under the Indenture.

This Certificate is transferable upon the Certificate register, which shall be kept for that purpose at the payment office of the Trustee, upon surrender and cancellation of this Certificate together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or his, her or its duly authorized attorney and upon payment of the charges provided in the Indenture. Upon such transfer a new fully-registered Certificate or Certificates of the same maturity and aggregate principal amount will be issued to the transferee. The Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Trustee shall not be affected by any notice to the contrary.

The Certificates are being issued by means of a book-entry system with no physical distribution of Certificates to be made except as provided in the Indenture. One Certificate with respect to each Certificate Payment Date, registered in the nominee name of the Securities Depository, is being delivered. The book-entry system will evidence positions held in the Certificates by the Securities Depository's Participants, beneficial ownership of the Certificates in authorized denominations being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The Trustee will recognize the Securities Depository nominee, while the Registered Owner of this Certificate, as the Owner of this Certificate for all purposes, including (i) payments of the Principal

Component and Interest Component of Rental Payments, (ii) notices and (iii) voting. Transfers of the Principal Component and Interest Component of Rental Payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfers of the Principal Component and Interest Component of Rental Payments to beneficial owners of the Certificates by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners. The Trustee will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its Participants or persons acting through such Participants. While the Securities Depository nominee is the Owner of this Certificate, notwithstanding the provision hereinabove contained, payments on this Certificate shall be made in accordance with existing arrangements among the District, the Trustee and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL CERTIFICATE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

The Certificates may be delivered in the form of fully-registered Certificates in the denomination of $5,000 or any integral multiple thereof, subject to certain limitations and as otherwise provided in the Indenture. The Certificates, upon surrender thereof at the designated corporate trust office of the Trustee with a written request for exchange satisfactory to the Trustee duly executed by the Registered Owner or his, her or its duly authorized attorney in writing, may be exchanged for an equal aggregate principal amount of fully-registered Certificates of any authorized denomination of the same maturity. No service charge shall be made for any transfer or exchange of Certificates, but the Trustee may require payment of any tax or governmental charge in connection therewith.

THE TRUSTEE has no obligation or liability to the Registered Owners of the Certificates to make payments of principal or interest with respect to the Certificates. The Trustee's sole obligations are to administer, for the benefit of the Registered Owners thereof, the various funds and accounts established under the Indenture.

THE DISTRICT has certified, recited and declared that all acts, conditions and things required by the constitution and statutes of the State of Missouri and the Lease to exist, to have happened and to have been performed precedent to the delivery of the Lease, exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be executed by an authorized signatory as of the date set forth above.

UMB BANK, N.A.,
Trustee

By: ______________________________
Authorized Signatory

ASSIGNMENT

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

____

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

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints ____ agent to transfer the within Certificate on the register kept for the registration thereof, with full power of substitution in the premises.

Dated:

____

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

Medallion Signature Guarantee:

(FORM OF ASSIGNMENT)

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

____

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

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints ____________________________ agent to transfer the within Certificate on the books kept by the Trustee for the registration and transfer of Certificates, with full power of substitution in the premises.

Dated: ________________

____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular and must be guaranteed by an eligible guarantor.

Medallion Signature Guarantee:

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Special Counsel, which was dated and issued as of the date of original execution and delivery of the Certificates:

GILMORE & BELL, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108

[APPROVING LEGAL OPINION OF SPECIAL COUNSEL]

EXHIBIT B

FORM OF REQUISITION CERTIFICATE
FOR PROJECT COSTS RELATING TO THE PARK PROPERTY AND COMMUNITY CENTER PROJECTS
(INCLUDING COSTS OF ISSUANCE)

Series 2023B Account of the Project Fund

Requisition No. ________
Date: _________________

REQUISITION CERTIFICATE

TO: UMB BANK N.A., AS TRUSTEE UNDER THE TRUST INDENTURE DATED AS OF APRIL 1, 2023, BETWEEN THE CITY AND THE TRUSTEE.

The undersigned hereby request that a total of $_____________ be paid for costs of Property and/or Community Center Projects as defined in the Indenture) in such amounts, to such payees and for such purposes as set forth on **Exhibit A** attached hereto.

We hereby state and certify that:

(i) the amounts requested are or were necessary and appropriate in connection with the purchase, construction and installation of the Property and/or the Community Center Projects, have been properly incurred and are a proper charge against the Project Fund, and have been paid, or are justly due to the persons whose names and addresses are stated above, and have not been the basis of any previous requisition from the Project Fund,

(ii) as of this date, except for the amounts specified above, there are no outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the purchase, construction and installation of the Property or the Community Center Projects which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Property or any part thereof;

(iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any moneys from the Project Fund in any previous or pending application for payment made pursuant to the Lease;

(iv) all work has been performed in a good and workmanlike manner;

(v) no defaults have occurred and are continuing under the Lease; and

(vi) the undersigned has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) the City agrees it will not seek recourse from UMB Bank, N.A., as a result of losses incurred by it for making the disbursement in accordance with the instruction herein.

CITY OF HARRISONVILLE, MISSOURI

By: ____
Title: Authorized City Representative

EXHIBIT A TO REQUISITION CERTIFICATE

Amount	Payee and Address	Description

EXHIBIT C

FORM OF REQUISITION CERTIFICATE
FOR PROJECT COSTS RELATING TO THE TDD PROPERTY
(INCLUDING COSTS OF ISSUANCE)

Series 2023A Account of the Project Fund

Requisition No. ________
Date: _________________

REQUISITION CERTIFICATE

TO: UMB BANK N.A., AS TRUSTEE UNDER THE TRUST INDENTURE DATED AS OF APRIL 1, 2023, BETWEEN THE CITY AND THE TRUSTEE.

The undersigned hereby request that a total of $_____________ be paid for costs of TDD Property (as defined in the Indenture) in such amounts, to such payees and for such purposes as set forth on **Exhibit A** attached hereto.

We hereby state and certify that:

(i) each of the amounts and items listed on Exhibit A hereto is an allowable cost under the TDD Act and was incurred in connection with the acquisition, construction, and installation of the TDD Property;

(ii) the amounts requested are or were necessary and appropriate in connection with the acquisition, construction and installation of the TDD Property, have been properly incurred and are a proper charge against the Project Fund, and have been paid, or are justly due to the persons whose names and addresses are stated above, and have not been the basis of any previous requisition from the Project Fund and have not been paid from the Surplus Fund,

(iii) as of this date, except for the amounts specified above, there are no outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the purchase, construction and installation of the TDD Property which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Property or any part thereof;

(iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any moneys from the Project Fund or the Surplus Fund in any previous or pending application for payment made pursuant to the Lease;

(iv) all work has been performed in a good and workmanlike manner;

(v) no defaults have occurred and are continuing under the Lease; and

(vi) the undersigned has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) the City and District agree they will not seek recourse from UMB Bank, N.A., as a result of losses incurred by it for making the disbursement in accordance with the instruction herein.

THE HIGHWAY 71/291 PARTNERS IN PROGRESS TRANSPORTATION DEVELOPMENT DISTRICT

By: ____
Title: Authorized District Representative

Approved:

CITY OF HARRISONVILLE, MISSOURI

By: ____
Title: Authorized City Representative

EXHIBIT A TO REQUISITION CERTIFICATE

Amount	Payee and Address	Description

$27,880,000
CITY OF HARRISONVILLE, MISSOURI
REFUNDING AND IMPROVEMENT CERTIFICATES OF PARTICIPATION
SERIES 2023

consisting of the following:

$25,300,000 **City of Harrisonville, Missouri** **Refunding and Improvement** **Certificates of Participation** **(Transportation Improvements Project)** **Series 2023A**	**$2,580,000** **City of Harrisonville, Missouri** **Refunding and Improvement** **Certificates of Participation** **(Park Improvements Project)** **Series 2023B**

April __, 2023

CERTIFICATE PURCHASE AGREEMENT

City of Harrisonville, Missouri
300 E. Pearl Street
Harrisonville, Missouri 64701

UMB Bank, N.A., as Trustee
928 Grand Blvd., 12th Floor
Kansas City, Missouri 64106

Ladies and Gentlemen:

[Purchaser] (the **"Underwriter"**), hereby offers to enter into the following agreement (the **"Certificate Purchase Agreement"**) for the purchase of $____________ aggregate principal amount of the City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation, Series 2023 consisting of $___________ aggregate principal amount of the City of Harrisonville, Missouri Refunding and Improvement Certificates Participation (Transportation Improvements Project), Series 2023A Certificates (the **"Series 2023A Certificates"**) and $___________ aggregate principal amount of the City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation (Park Improvements Project), Series 2023B (the **"Series 2023B Certificates"** and together with the Series 2023A Certificates, the **"Series 2023 Certificates"**), to be executed and delivered pursuant to a Trust Indenture dated as of April 1, 2023 (the **"Trust Indenture"**), by and between UMB Bank, N.A., Kansas City, Missouri, as trustee (the **"Trustee"**) and the City of Harrisonville, Missouri (the **"City"**). The Series 2023 Certificates will evidence the undivided, proportionate interest of the Owners thereof in the right to receive rental payments to be paid by the City pursuant to an annually-renewable Lease Agreement dated as of April 1, 2023 (the **"Lease"**), entered into between the Trustee, as Lessor, and the City, as Lessee. The words and terms described herein shall have the meanings ascribed to them in the Trust Indenture or the Lease unless some other meaning is plainly indicated.

The proceeds received from the sale of the Series 2023 Certificates will be used to provide funds, together with other legally available funds of the City, to (1) finance the costs of certain personal property, including transportation improvements (the **"TDD Property"**) and park improvements (the "**Park Property**,**"** and together with the TDD Property, the **"Property"**) and the cost of improvements to the City's community Center (the **"Community Center Projects"**); (2) to refund the Highway 71/291 Partners in Progress Transportation Development District Transportation Sales Tax Revenue Bonds (Interstate 49/Highway 291 Interchange Project), Series 2014 (the **"Refunded Bonds"**) and a portion of the City's Lease Purchase Agreement dated as of February 10, 2021 with Zion's Bancorporation, N.A. (the **"2021 Lease"**); and (3) pay the costs related to the issuance of the Series 2023 Certificates and the refunding of the Refunded Bonds and a portion of the 2021 Lease.

The Series 2023 Certificates shall mature on the dates, in the years and in the amounts and bear interest at the interest rate or rates and be offered at the initial public offering price or prices, all as set forth in **Schedule I** hereto.

This offer is made subject to your acceptance of this Certificate Purchase Agreement on or before 10:00 p.m. (CDT) on the date hereof. Upon execution and delivery of this Certificate Purchase Agreement by the City and the Trustee, this Certificate Purchase Agreement shall be binding upon each of you and the Underwriter.

The term "Transaction Documents" when used herein shall mean, individually and collectively, the following: the Series 2023 Certificates; the Lease; the Trust Indenture; the Financing Agreement; this Certificate Purchase Agreement; the Escrow Agreement; the Tax Compliance Agreement; the Preliminary Official Statement (as hereinafter defined); the Official Statement (as hereinafter defined); the Continuing Disclosure Agreement relating to the Series 2023 Certificates; and any and all other documents or instruments which evidence or are a part of the transactions referred to herein or in the Official Statement or contemplated hereby or by the Official Statement; provided, however, that when the term "Transaction Documents" is used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party thereto, the same shall mean only those Transaction Documents that provide for or contemplate the authorization, execution, delivery, approval or performance by such party.

1. **Purchase, Sale and Delivery of the Series 2023 Certificates.** Upon the terms and conditions and upon the basis of the representations, warranties and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, at the Closing Time (hereinafter defined) the Underwriter agrees to purchase (1) the Series 2023A Certificates from the Trustee at a purchase price of $____________ (which is equal to the principal amount thereof, less an underwriter's discount of $___________, plus a net original issue premium of $___________) and (2) the Series 2023B Certificates from the Trustee at a purchase price of $____________ (which is equal to the principal amount thereof, less an underwriter's discount of $___________, plus a net original issue premium of $___________).

The City acknowledges and agrees that (a) the purchase and sale of the Series 2023 Certificates pursuant to this Certificate Purchase Agreement is an arm's-length commercial transaction among the City, the Trustee and the Underwriter, (b) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the City, (c) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the City with respect to the offering of the Series 2023 Certificates or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the City on other matters) or any other obligation to the City except the obligations expressly set forth in this Certificate Purchase Agreement and (d) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2023 Certificates.

In conjunction with (a) an audit or inquiry by the Internal Revenue Service or the Securities and Exchange Commission (the **"SEC"**) relating to the pricing of the Series 2023 Certificates, or (b) the implementation of future regulation or similar guidance from the Internal Revenue Service, the SEC or other federal or state regulatory authority regarding the retention of pricing data for the Series 2023

Certificates, at the request of the City, the Underwriter will provide information explaining the factual basis for the Underwriter's representations in the Issue Price Certificate (defined below) relating to the pricing of the Series 2023 Certificates, other than information that would identify customers (e.g., name or account number). This agreement by the Underwriter to provide such information will continue to apply after the Closing Date (hereinafter defined) but shall not extend to any customer data or other confidential or proprietary information of the Underwriter.

2. **Public Offering.** The Underwriter intends to make an initial bona fide public offering of all of the Series 2023 Certificates at the prices set forth in **Schedule I**; provided, however, that the Underwriter may subsequently change such offering price or prices. The Underwriter agrees to notify the City of such changes, if such changes occur prior to the Closing Time, but failure to so notify shall not invalidate such changes. The Underwriter may offer and sell the Series 2023 Certificates to certain dealers (including dealers depositing the Series 2023 Certificates into investment trusts) at prices lower than the principal amount thereof. The Underwriter also reserves the right to (a) over-allot or effect transactions which stabilize or maintain the market price of the Series 2023 Certificates at levels above those that might otherwise prevail in the open market, and (b) discontinue such stabilizing, if commenced, at any time without prior notice.

3. **Establishment of Issue Price.**

The Underwriter agrees to assist the City and Gilmore & Bell, P.C., Kansas City, Missouri (**"Special Counsel"**) in establishing the issue price of the Series 2023 Certificates and shall execute and deliver at the Closing Time an "issue price" or similar certificate (the **"Issue Price Certificate"**), together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit B**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Special Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2023 Certificates.

The City will treat the first price or prices at which 10% of each maturity of the Series 2023 Certificates (the **"10% test"**) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Certificate Purchase Agreement, the Underwriter shall report to the City and Special Counsel the price or prices at which it has sold to the public each maturity of Series 2023 Certificates. For purposes of this section, if Series 2023 Certificates mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2023 Certificates. If as of the execution of this Certificate Purchase Agreement the 10% Test has not been satisfied as to any maturity of the Series 2023 Certificates, the Underwriter agrees to comply with the Hold The Offering Price Rule defined below.

The Underwriter confirms that the Underwriter has offered the Series 2023 Certificates to the public on or before the date of this Certificate Purchase Agreement at the offering price or prices (the **"initial offering price"**), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Certificate Purchase Agreement, the maturities, if any, of the Series 2023 Certificates for which the 10% Test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the **"Hold-The-Offering-Price Rule"**). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Series 2023 Certificates, the Underwriter will neither offer nor sell unsold Series 2023 Certificates of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(a) the close of the fifth (5th) business day after the sale date; or

(b) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2023 Certificates to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2023 Certificates to the public at a price that is no higher than the initial offering price to the public.

The Underwriter confirms that:

(a) any selling group agreement and any third party distribution agreement relating to the initial sale of the Series 2023 Certificates to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third party distribution agreement, as applicable (i)(A) to report the prices at which it sells to the public the unsold Series 2023 Certificates of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Series 2023 Certificates of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Series 2023 Certificates of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter and (B) to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter, (ii) to promptly notify the Underwriter of any sales of Series 2023 Certificates that, to its knowledge, are made to an underwriter who is a related party to an underwriter participating in the initial sale of the Series 2023 Certificates to the public (each such term being used as defined below), and (iii) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(b) any selling group agreement relating to the initial sale of the Series 2023 Certificates to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2023 Certificates to the public to require each broker-dealer that is a party to such third-party distribution agreement to (i) report the prices at which it sells to the public the unsold Series 2023 Certificates of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2023 Certificates of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% Test has been satisfied as to the Series 2023 Certificates of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (ii) comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (a) in the event a selling group has been created in connection with the initial sale of the Series 2023 Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2023 Certificates, including but not limited to its agreement to comply with the Hold-The-Offering Price Rule, if applicable to the Series 2023

Certificates, as set forth in a selling group agreement and the related pricing wires, and (b) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2023 Certificates to the public, the agreement of each broker-dealer that is a party to such distribution agreement to comply with the requirements for establishing issue price of the Series 2023 Certificates, including but not limited to its agreement to comply with the Hold-The-Offering Price Rule, if applicable to the Series 2023 Certificates, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2023 Certificates, including but not limited to its agreement to comply with the Hold-The-Offering Price Rule, if applicable to the Series 2023 Certificates.

The Underwriter acknowledges that sales of any Series 2023 Certificates to any person that is a related party to an underwriter participating in the initial sale of the Series 2023 Certificates to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of the above:

(a) **"*public*"** means any person other than an underwriter or a related party,

(b) **"*underwriter*"** means (i) any person that agrees pursuant to a written contract with the City to participate in the initial sale of the Series 2023 Certificates to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Series 2023 Certificates to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2023 Certificates to the public),

(c) a purchaser of any of the Series 2023 Certificates is a **"*related party*"** to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(d) **"*sale date*"** means the date of execution of this Certificate Purchase Agreement by each party.

4. **Preliminary Official Statement and Official Statement.** The City hereby consents to the use by the Underwriter (subject to the right of the City to withdraw such consent for cause by written notice to the Underwriter) of the Preliminary Official Statement, dated April ___, 2023 (which, together with the cover page, and any exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Series 2023 Certificates, is herein called the **"Preliminary Official Statement"**), in connection with the proposed offering of the Series 2023 Certificates. The City hereby deems the information contained in the Preliminary Official Statement to be "final," as of its date for purposes of Rule 15c2-12 (the **"Rule"**) promulgated under the Securities Exchange Act of 1934, as amended, except for the omission of certain information permitted to be omitted by such Rule, such as offering prices, interest rates,

selling compensation, aggregate principal amounts, principal per maturity, delivery dates, ratings, identity of the purchasers and other terms of the Series 2023 Certificates depending on such matters.

The City shall deliver to the Underwriter within seven business days after the date hereof, the Official Statement (which, together with the cover page, and any exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Series 2023 Certificates, is herein called the **"Official Statement"**) executed on behalf of the City by duly authorized representatives in electronic format to enable the Underwriter to provide the Official Statement to potential customers and to comply with any rules of the Municipal Securities Rulemaking Board and the Securities and Exchange Commission.

The City agrees to provide to the Underwriter all information necessary to comply with the Rule and to execute certificates to the same effect as the representations set forth in this Section.

If, after the date of this Certificate Purchase Agreement and until the earlier of (a) ninety days after the "end of the underwriting period" (as defined in the Rule) or (b) the time when the Official Statement is available to any person from the Municipal Securities Rulemaking Board, but in no case less than twenty-five days following the end of the underwriting period, an event relating to or affecting the City shall occur as a result of which it is necessary, in the opinion of Special Counsel or counsel to the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances then existing, the City shall forthwith prepare and furnish to the Underwriter in electronic format an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel to the Underwriter) which shall amend or supplement the Official Statement so that it shall not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements not misleading. The expenses of preparing such amendment or supplement shall be borne by the party who had supplied the information being amended or supplemented. For the purpose of this Section, the City shall furnish to the Underwriter such information with respect to itself as the Underwriter may from time to time reasonably request.

5. **Representations and Warranties.** By its acceptance hereof the City hereby represents and warrants to, and agrees with, the Underwriter and the Trustee as follows:

(a) **Status of the City.** The City is and will be on the Closing Date a fourth-class city and political subdivision, duly organized and validly existing under the Constitution and the laws of the State of Missouri with all the necessary power and authority pursuant to the Constitution and the laws of the State of Missouri to (i) operate, repair and maintain its governmental facilities, (ii) execute and deliver the Transaction Documents and (iii) carry out and consummate the transactions contemplated by the Transaction Documents.

(b) **Official Action.** By official action of the City prior to the Closing Time the City will have duly authorized all necessary action to be taken for (i) the execution and delivery of the Transaction Documents and any and all such other agreements and documents as may be required to be executed, delivered or received by the City in order to carry out, give effect to and consummate the transactions contemplated hereby or by the Official Statement; and (ii) the carrying out, giving effect to and consummation of the transactions contemplated hereby. The City has duly authorized all necessary action to be taken for the execution and delivery of this Certificate Purchase Agreement and has approved the maturity dates, interest rates, principal amounts and prepayment provisions of the Series 2023 Certificates. Executed counterparts of the Transaction Documents will be delivered to the Underwriter by the City at the Closing Time.

(c) **Documents Legal, Valid and Binding.** The Transaction Documents, when executed and delivered by the City, will be the legal, valid and binding obligations of the City enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the City and further subject to the availability of equitable remedies.

(d) **Approvals.** All approvals, consents, authorizations, certifications and other orders of any governmental authority, board, agency or commission having jurisdiction, and all filings with any such entities, which would constitute a condition precedent to or would materially adversely affect the performance by the City of its obligations hereunder or under the Transaction Documents or the consummation of the transactions contemplated in such documents or in the Official Statement have been duly obtained, except for such approvals, consents and orders as may be required under the "Blue Sky" or securities laws of any state in connection with the offering and sale of the Series 2023 Certificates. The financing as contemplated by the Preliminary Official Statement and the Official Statement is consistent with and does not violate or conflict with the terms of the various consents, approvals or findings of non-reviewability of any such agencies or entities.

(e) **No Litigation.** Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the City's knowledge, threatened against or affecting the City (or, to the City's knowledge, any basis therefor) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the transactions contemplated hereby, the validity or enforceability of the Series 2023 Certificates, this Certificate Purchase Agreement or any agreement or document which is used or contemplated for use in the consummation of the transactions contemplated hereby or the financial condition of the City.

(f) **No Conflict or Breach.** The City is not in breach of or default under (i) any applicable law or administrative regulation of the State of Missouri or the United States or any applicable judgment or decree or (ii) any loan agreement, indenture, bond, note, resolution, ordinance, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument; and neither the execution and delivery of any of the Transaction Documents, or the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions thereof conflicts with or constitutes a breach of or default under (i) any applicable law, administrative regulation, judgment or decree or (ii) under the terms of any loan agreement, indenture, bond, note, resolution, ordinance, agreement or other instrument to which the City is a party or is otherwise subject; nor shall any such execution, delivery, adoption, fulfillment or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City (i) under the terms of any such law, administrative regulation, judgment or decree or (ii) under the terms of any such loan agreement, indenture, bond, note, resolution, ordinance, agreement or other instrument, except as provided by the Transaction Documents.

(g) **Preliminary Official Statement and Official Statement True and Correct.** The descriptions and information contained in the Preliminary Official Statement and the Official Statement are, and as of their respective dates and the Closing Date, shall be true and correct in all material respects and do not and, as of the Closing Date, shall not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make any statement made therein, in light of the circumstances under which it was made, not misleading; provided that the City makes no representation with respect to materials that appear under, or matters omitted pertaining to material appearing under, the captions **"UNDERWRITING," "FINANCIAL ADVISOR" or "CERTAIN RELATIONSHIPS,"** any information that describes the Book-Entry-Only System, or such information in the Preliminary Official Statement or the Official Statement setting forth the principal amount, interest rates and prices of the Series 2023 Certificates or respecting the Underwriter.

(h) **City Certificate.** Any certificate signed by an authorized official of the City and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(i) **City Representations.** To the City's knowledge, each of the City's representations and warranties in the Lease are true and correct as of the date hereof and, at the Closing Time, will be true and correct.

(j) **No Default under Transaction Documents.** No event has occurred and is continuing which with the lapse in time or the giving of notice, or both, would constitute an Event of Default under the Transaction Documents.

(k) **Tax Status of the Series 2023 Certificates.** The City represents and warrants that the proceeds of the Series 2023 Certificates shall be used as provided in the Transaction Documents. The City shall not take or omit to take any action which action or omission shall in any way cause or result in the proceeds from the sale of the Series 2023 Certificates being applied in a manner other than as provided in the Transaction Documents and as described in the Preliminary Official Statement and the Official Statement.

(l) **Securities Law Cooperation.** The City agrees to cooperate with the Underwriter and its counsel in any reasonable endeavor to qualify the Series 2023 Certificates for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the City shall not be required to file written consents to suit or to file written consent to service of process in any jurisdiction. The Underwriter shall pay all expenses and costs incurred in connection therewith. The City consents to the use of the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement, by the Underwriter in obtaining such qualifications, subject to the right of the City to withdraw such consent for cause by written notice to the Underwriter.

(m) **No Other Borrowing.** Between the date of this Certificate Purchase Agreement and the Closing Date, the City shall not, without the prior written consent of the Underwriter, except as described in or contemplated by the Official Statement and the Preliminary Official Statement, incur any material liabilities, direct or contingent, nor shall there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the City.

(n) **Financial Statements.** The financial statements of the City included as Appendix A to the Preliminary Official Statement and the Official Statement and any other later available unaudited financial data of the City furnished to the Underwriter, except as noted therein, present fairly the financial position of the City as of the dates indicated and the results of its operations for the periods specified in all material respects for the periods involved except as stated in the notes thereto, and such financial statements have been prepared in accordance with accounting principles described in the notes to the financial statements included as Appendix B to the Preliminary Official

Statement and the Official Statement. The City has not, since December 31, 2021, incurred any material liabilities and since such date there has been no material adverse change in the financial position of the City or the operation by the City of its property other than as may be set forth in the Preliminary Official Statement and the Official Statement.

Since December 31, 2021, except as described in the Preliminary Official Statement and the Official Statement, (i) the City has not sustained any loss or interference with its business from fire, explosion, flood or any labor dispute or court or governmental action, order or decree; and (ii) there has been no material decrease in the City's fund balances, no increase in short-term debt or long-term debt of the City and no adverse change, or any development involving a prospective adverse change, in or affecting the general affairs, management, properties, financial position, or results of operations of the City, which in any such case described in clause (i) or (ii) is material to the City.

(o) **No Untrue Statement in Official Statement.** Unless an event occurs of the nature described in subsection (q) of this section, at all times subsequent to the date of the Official Statement to and including the Closing Date, the information contained in the Official Statement as provided in subsection (g) of this section shall not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(p) **Supplements to Official Statement.** If the Official Statement is supplemented or amended pursuant to subsection (q) of this section, at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto including the Closing Time, the information contained in the Official Statement as provided in subsection (g) of this section as so supplemented or amended shall not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(q) **Subsequent Events.** If between the date of the Official Statement and the Closing Time any event shall occur which might or would cause the information contained in the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter thereof, and if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City shall at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriter.

(r) **Continuing Disclosure.** The City will agree, pursuant to the Continuing Disclosure Agreement, to provide certain annual financial and operating information as required under the Continuing Disclosure Agreement, and notices of the occurrence of certain events, if material. A description of this agreement is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. Except as set forth in the Preliminary Official Statement, the City is not in default as to its obligations for continuing disclosure under the Rule.

6. **Trustee's Representations And Warranties.** By its acceptance hereof, the Trustee hereby represents and warrants to, and agrees with, the Underwriter that:

(a) **Status of the Trustee.** The Trustee is a national banking association organized and existing under the laws of the United States of America and is authorized to accept and execute trusts of the character set forth in the Trust Indenture under the laws of the State of Missouri.

(b) **Authorization to Enter into Transaction Documents.** The Trustee has lawful power and authority to enter into the Transaction Documents and to carry out its obligations thereunder. By proper action of its Board of Directors, the Trustee has been duly authorized to execute and deliver the Transaction Documents, acting by and through its duly authorized officers, and when executed, each of such Transaction Documents shall constitute a valid and binding agreement enforceable in accordance with its terms.

(c) **No Conflict or Breach.** The execution and delivery of Transaction Documents and the consummation of the transactions contemplated thereby, and the performance of or compliance with the terms and conditions of the Transaction Documents and other documents relating to the execution and delivery of the Series 2023 Certificates will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the Trustee is a party or by which it or any of its property is bound, or the Trustee's Articles of Association or Bylaws or any order, rule or regulation applicable to the Trustee or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Trustee under the terms of any instrument or agreement to which the Trustee is a party.

(d) **No Litigation.** To the knowledge of the Trustee, there is no litigation or proceeding pending or threatened against the Trustee or any other person affecting the right of the Trustee to execute or deliver the Transaction Documents or to comply with its obligations under the Transaction Documents. Neither the execution and delivery of the Transaction Documents by the Trustee, nor compliance by the Trustee with its obligations thereunder require the Trustee to obtain the approval of any regulatory body, any parent company, or any other entity, which approval has not been obtained.

7. **Closing.** Payment for the Series 2023 Certificates shall be made by federal wire transfer in immediately available federal funds payable to the order of the Trustee for the account of the City, at 9:00 a.m. (CDT) on April __, 2023, or such other date and at such place and time, as shall be mutually agreed upon by the City, the Trustee and the Underwriter. The date of such delivery and payment is herein called the **"Closing Date,"** and the hour and date of such delivery and payment is herein called the **"Closing Time."** The delivery of the Series 2023 Certificates shall be made in definitive form, bearing CUSIP numbers (provided neither the printing of a wrong number on any Series 2023 Certificate nor the failure to print a number thereon shall constitute cause to refuse delivery of any Series 2023 Certificate) as fully registered Series 2023 Certificates. One registered Series 2023 Certificate for each maturity in the principal amount of such maturity shall be deposited with or held by the Trustee pursuant to the FAST procedures of The Depository Trust Company (**"DTC"**) not less than one business day prior to the Closing Date. The Series 2023 Certificates shall be available for delivery to DTC in accordance with DTC's settlement procedures, or delivered to and held by the Trustee for the benefit of DTC, at the Closing Time.

8. **Conditions to Closing.** The Underwriter's obligations hereunder shall be subject to the due performance by the City and the Trustee of their respective obligations and agreements to be performed hereunder and under the Transaction Documents at or prior to the Closing Time and to the accuracy of and compliance with the City's and the Trustee's representations and warranties contained herein and in the Transaction Documents, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

(a) At the Closing Time,

(i) The Series 2023 Certificates shall have been duly authorized, executed and delivered in the form heretofore approved by the Underwriter with only such changes therein as shall be mutually agreed upon by the City, the Underwriter and the Trustee;

(ii) The proceeds of the sale of the Series 2023 Certificates shall have been deposited and applied as described in the Trust Indenture;

(iii) The City shall have duly adopted and there shall be in full force and effect such resolutions and ordinances as, in the opinion of Special Counsel, shall be necessary in connection with the transactions contemplated hereby; and

(iv) The Transaction Documents shall have been duly authorized, executed and delivered, shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, the City and the Trustee, which approval shall be deemed given by the acceptance of the Lease and the Trust Indenture by the Underwriter at the Closing Time.

(b) At or prior to the Closing Time, unless otherwise agreed to by the Underwriter in writing, the Underwriter shall receive the following documents, certificates and opinions (unless otherwise specified) in form and substance satisfactory to the Underwriter and counsel to the Underwriter:

(i) **Special Counsel Opinions.** The opinions in form and substance satisfactory to the Purchaser, dated as of the Closing Date, of Gilmore & Bell, P.C., Special Counsel, relating to the valid authorization and delivery of the Series 2023 Certificates, the due authorization, execution and delivery by the City of the Transaction Documents, and certain other matters;

(ii) **City Certificate.** A duly executed and attested certificate of the City, dated as of the Closing Date, signed by authorized representatives of the City, containing, among other things: (A) confirmation that the representations and warranties of the City contained in this Certificate Purchase Agreement and in the other Transaction Documents are true and correct as of the Closing Date, (B) confirmation that the information contained in the Official Statement is true and correct in all material respects and that it does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make any statement made therein, in light of the circumstances under which it was made, not misleading, and (C) confirmation that the ordinance authorizing the execution and delivery of the Series 2023 Certificates has not been modified, amended or repealed and is in full force and effect on the Closing Date;

(iii) **Specimen Certificates.** A specimen of the Series 2023A Certificates and a specimen of the Series 2023B Certificates;

(iv) **Transaction Documents.** Executed copies of the Transaction Documents;

(v) **Official Statement.** The Official Statement executed and approved on behalf of the City by duly authorized officials thereof and a copy of the Preliminary Official Statement;

(ii) **City Ordinance**. An ordinance of the Board of Aldermen authorizing and approving the execution and delivery of the Transaction Documents and the execution and delivery of the Series 2023 Certificates;

(vii) **Rating.** A letter from S&P Global Ratings, a division of S&P Global Inc. (the **"Rating Agency"**), assigning a rating to the Series 2023 Certificates of "___."

(viii) **Trustee's Receipt.** A receipt of the Trustee for the purchase price of the Series 2023 Certificates on behalf of the City; and

(ix) **Other Closing Materials.** Such additional certificates and other documents as the Underwriter or its counsel or Special Counsel may reasonably request to evidence performance or compliance with the provisions hereof and the transactions contemplated hereby and by the Trust Indenture and the Lease, all such certificates and other documents to be satisfactory in form and substance to the Underwriter.

The documents to be delivered to the Underwriter pursuant to this Certificate Purchase Agreement shall be deemed to be in compliance with the conditions of this Certificate Purchase Agreement if, but only if, in the reasonable judgment of the Underwriter and its counsel, they are satisfactory in form and substance. No condition hereof shall be deemed to have been waived by the Underwriter, unless expressed specifically in a writing signed by the Underwriter.

If any party shall be unable to satisfy the above conditions (unless waived by the other parties hereto) to the obligations of such party to this Certificate Purchase Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Certificate Purchase Agreement, this Certificate Purchase Agreement shall terminate and none of the parties hereto shall be under further obligation hereunder except as provided in **Section 11** hereof.

9. **The Underwriter's Right to Cancel.** The Underwriter shall have the right to cancel its obligation to purchase the Series 2023 Certificates and to terminate this Certificate Purchase Agreement, without liability to the Underwriter, by written notice to the City if, between the date of this Certificate Purchase Agreement and the Closing Time, in the Underwriter's sole and reasonable judgment, any of the following events shall occur (each, a **"Termination Event"**):

(a) The market price or marketability of the Series 2023 Certificates, or the ability of the Underwriter to enforce contracts for the sale of the Series 2023 Certificates, shall be materially adversely affected by any of the following events:

(i) Legislation shall be enacted or for the first time actively considered for enactment by the Congress of the United States or the legislature of the State of Missouri or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a federal court of the United States, a State of Missouri court or the United States Tax Court, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States, the Internal Revenue Service or other federal or State of Missouri authority with appropriate jurisdiction, with respect to federal or State of Missouri taxation upon interest or other income to be derived by the City pursuant to the Transaction Documents, or upon interest on the Series 2023 Certificates or securities of the general character of the Series 2023 Certificates; or

(ii) There shall have occurred (A) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (B) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(iii) A general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction; or

(iv) Legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Transaction Documents, or any comparable securities of the City are not exempt from registration, qualification or other requirements of the Securities Act or the Trust Indenture Act of 1939, as amended, or otherwise, or would be in violation of any provisions of the federal securities laws; or

(v) Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City shall have occurred; or

(vi) Any rating (A) on any bonds or other obligations of the City or (B) if the Series 2023 Certificates are insured by a bond insurance policy, on the bond insurer, is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) Any fact, event or circumstance shall exist that either makes untrue or incorrect any statement or information contained in the Official Statement as then amended or supplemented (other than any statement provided by the Underwriter) or is not reflected in the Official Statement as then amended or supplemented, but should be reflected therein in order to make the statements and information contained therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the City refuses to permit the Official Statement to be supplemented or corrected in a form and manner approved by the Underwriter or supply such statement or information or if such supplement or correction would, in the opinion of the Underwriter, materially adversely affect the market for the Series 2023 Certificates or the ability of the Underwriter to enforce contracts for the sale of the Series 2023 Certificates at the contemplated offering prices; or

(c) A general banking moratorium shall have been declared by federal, State of Missouri or State of New York authorities and be in force; or

(d) A material disruption in securities settlement, payment or clearance services affecting the Series 2023 Certificates shall have occurred; or

(e) Other action or events shall have occurred or transpired, any of which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith, or that securities of the general character of the Series 2023 Certificates shall not be exempt from registration under the Securities Act; or

(f) There shall have occurred since December 31, 2021, any material adverse change in the affairs of the City from that reflected in the financial statements of the City provided to the Underwriter in connection with the Series 2023 Certificates, not otherwise disclosed to the Underwriter or in the Official Statement; or

(g) Any representation of the City contained in any Transaction Document shall prove to be or to have been false in any material respect; or

(h) Litigation or an administrative proceeding or investigation shall be pending or threatened affecting, contesting, questioning or seeking to restrain or enjoin (i) the issuance or delivery of any of the Series 2023 Certificates or the payment, collection or application of the proceeds of the Series 2023 Certificates or of other moneys or securities pledged or to be pledged under the Transaction Documents, (ii) the validity of the Series 2023 Certificates, (iii) the validity of any of the Transaction Documents or any proceedings taken by the City with respect to any of the foregoing, (iv) the City's creation, organization or existence or the titles to office of any members of the Board of Aldermen of the City or officers, or (v) the legal power or authority of the City to enter into and engage in any of the transactions contemplated by the Transaction Documents.

Upon the occurrence of a Termination Event and the termination of this Certificate Purchase Agreement by the Underwriter, all obligations of the City and the Underwriter under this Certificate Purchase Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in **Section 11** of this Certificate Purchase Agreement.

10. **Representations, Warranties and Agreements to Survive Delivery.** All of the City's and the Trustee's representations, warranties and agreements contained in this Certificate Purchase Agreement shall remain operative and in full force and effect, regardless of: (a) any investigations made by or on behalf of the Underwriter; and (b) delivery of and payment for the Series 2023 Certificates pursuant to this Certificate Purchase Agreement; provided, however, that such representations, warranties and agreements continue to be construed as having been given solely on the date hereof and shall not be deemed to refer to any future date or period except as otherwise expressly provided herein or as otherwise expressly agreed. The agreements in **Section 11** hereof shall survive any termination of this Certificate Purchase Agreement.

11. **Payment of Expenses.** Whether or not the Series 2023 Certificates are sold to the Underwriter (unless such sale be prevented at the Closing Time by the Underwriter's default), the Underwriter shall be under no obligation to pay any expenses incident to the performance of the City's obligations hereunder. If the Series 2023 Certificates are delivered by the Trustee to the Underwriter, all expenses and costs to effect the authorization, preparation, execution and delivery of the Series 2023 Certificates (including, without limitation, the fees and disbursements of Special Counsel, the fees and disbursements of counsel to the City and counsel to the Underwriter, the fees and disbursements of the Underwriter in connection with the offering and sale of the Series 2023 Certificates, the charges of the Rating Agency in connection with the Series 2023 Certificates and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Series 2023 Certificates, this Certificate Purchase Agreement and all other agreements and documents contemplated hereby) shall be paid by the

Trustee out of the proceeds of the Series 2023 Certificates. If the Series 2023 Certificates are not delivered by the Trustee to the Underwriter (unless such sale be prevented at the Closing Time by the Underwriter's default), all such expenses and costs shall be paid by the City.

If the Series 2023 Certificates are sold to the Underwriter, the City shall pay out of the proceeds of the Series 2023 Certificates the discount of the Underwriter or the purchase price paid for the Series 2023 Certificates shall reflect such discount.

Except as otherwise provided in this Section 11, the Underwriter shall pay: (a) all advertising expenses in connection with the public offering of the Series 2023 Certificates; and (b) all other expenses incurred by it in connection with its public offering and distribution of the Series 2023 Certificates, not described above.

12. **Notices.** Any notice or other communication to be given to the City or the Trustee under this Certificate Purchase Agreement may be given by mailing or delivering the same in writing to such parties at their respective addresses set forth in the Trust Indenture, and any notice or other communications to be given to the Underwriter under this Certificate Purchase Agreement may be given by delivering the same in writing to the Underwriter at the following address: [Purchaser], [Address].

13. **Applicable Law; Nonassignability.** This Certificate Purchase Agreement shall be governed by the laws of the State of Missouri. This Certificate Purchase Agreement shall not be assigned by the City or the Underwriter.

14. **Execution of Counterparts.** This Certificate Purchase Agreement may be executed in several counterparts, each of which shall be regarded an original and all of which shall constitute one and the same document.

15. **Third Party Beneficiary.** The City agrees that the Underwriter is and shall be a third party beneficiary of any and all representations and warranties made by the City in the Transaction Documents, to the same effect as if the City had made such representations and warranties to the Underwriter in this Certificate Purchase Agreement. The Underwriter agrees that the City and the Trustee are and shall be third party beneficiaries of any and all representations and warranties made by the Underwriter in the Transaction Documents to the same effect as if the Underwriter had made such representations and warranties to the City and the Trustee in this Certificate Purchase Agreement.

16. **Successors.** This Certificate Purchase Agreement is made for the benefit of the Trustee, the City and the Underwriter (including the successors or assigns of the parties hereto) and no other person including any Underwriter of the Series 2023 Certificates shall acquire or have any rights hereunder or by virtue hereof.

17. **Amendments.** No modification, alteration or amendment to this Certificate Purchase Agreement shall be binding upon any party until such modification, alteration or amendment is reduced to writing and executed by all parties.

18. **Effective Date.** This Certificate Purchase Agreement shall become effective upon acceptance hereof by the City.

19. **Captions.** The captions or headings in this Certificate Purchase Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Certificate Purchase Agreement.

20. **Electronic Transactions.** The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

21. **Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600 of the Revised Statutes of Missouri, as amended, the Underwriter hereby certifies to the City that it is not currently engaged in and shall not, for the duration of this Certificate Purchase Agreement, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereby have executed this Certificate Purchase Agreement, all as of the day and year first above mentioned.

Very truly yours,

[PURCHASER]

By____
Name:
Title:

ACCEPTED AND AGREED TO AS OF THE DATE FIRST ABOVE WRITTEN:

CITY OF HARRISONVILLE, MISSOURI

By:______________________________________
Name: Judy Bowman
Title: Mayor

UMB BANK, N.A., as Trustee

By:______________________________________
Name:
Title:

SCHEDULE I
MATURITY SCHEDULE[1]

$____________
CITY OF HARRISONVILLE, MISSOURI
REFUNDING AND IMPROVEMENT CERTIFICATES OF PARTICIPATION
(TRANSPORATION IMPROVEMENTS PROJECT)
SERIES 2023A

Maturity Date (March 1)	Principal Amount	Interest Rate	Price

$____________

CITY OF HARRISONVILLE, MISSOURI
REFUNDING AND IMPROVEMENT CERTIFICATES OF PARTICIPATION
(PARK IMPROVEMENTS PROJECT)
SERIES 2023B

Maturity Date (March 1)	Principal Amount	Interest Rate	Price

EXHIBIT B
TO
CERTIFICATE PURCHASE AGREEMENT

FORM OF UNDERWRITER'S RECEIPT FOR CERTIFICATES AND ISSUE PRICE CERTIFICATE

UNDERWRITER'S RECEIPT FOR CERTIFICATES AND CLOSING CERTIFICATE

$27,880,000
CITY OF HARRISONVILLE, MISSOURI
REFUNDING AND IMPROVEMENT CERTIFICATES OF PARTICIPATION
SERIES 2023

consisting of the following:

$25,300,000 **City of Harrisonville, Missouri** **Refunding and Improvement** **Certificates of Participation** **(Transportation Improvements Project)** **Series 2023A**	**$2,580,000** **City of Harrisonville, Missouri** **Refunding and Improvement** **Certificates of Participation** **(Park Improvements Project)** **Series 2023B**

The undersigned, on behalf of [Purchaser] ("***Original Purchaser***"), as the underwriter of the above-described certificates of participation (the "***Certificates***"), being issued on April __, 2023 by the City of Harrisonville, Missouri (the "***City***"), certifies and represents as follows:

1. **Certificate Purchase Agreement.** On April __, 2023 (the "***Sale Date***"), the Original Purchaser and the City entered into a Certificate Purchase Agreement (the "***Certificate Purchase Agreement***") providing for the purchase of the Certificates by Original Purchaser.

2. **Receipt for Certificates.** The Original Purchaser acknowledges receipt on this date of the Certificates, consisting of fully-registered Certificates, each series numbered from No. 1 consecutively upward, and consisting of one fully-registered Certificate dated the date hereof for each maturity date of the Certificates, in authorized denominations of $5,000. Each of said Certificates has been signed by the manual signature of an authorized signatory of UMB Bank, N.A., as Trustee.

3. **Compliance with Certificate Purchase Agreement.** The Original Purchaser acknowledges that the conditions to closing set forth in Section 8 of the Certificate Purchase Agreement have been satisfied (except to the extent it has waived in writing for purposes of closing or consented to modification in writing of certain provisions thereof). Nothing contained herein shall affect the Original Purchaser's right under the Certificate Purchase Agreement, and the Original Purchaser retains the right, to (i) require future performance, upon reasonable written notice, of any condition to closing set forth in Section 8 of the Certificate Purchase Agreement that has not been satisfied (and previously acknowledged in writing by the parties to the Certificate Purchase Agreement prior to closing) and (ii) amend the Official Statement in accordance with Section 17 of the Certificate Purchase Agreement.

4. **Issue Price.**

(a) *Initial Offering Price*. As of the date of this certificate, for each Maturity of the Certificates, the first price at which at least 10% of each such Maturity of the Certificates was sold to the Public is the respective price listed on Schedule A attached hereto.

(b) *Public Offering*. On or before the Sale Date, the Original Purchaser offered all the Certificates to the Public at the offering price or prices listed on Schedule A (the "***Initial Offering Prices***"). A copy of the pricing wire or equivalent communication for the Certificates is attached to this Certificate as Schedule B.

(c) *Defined Terms*.

(i) "***Maturity***" means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

(ii) "***Public***" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than the Underwriter or a related party to the Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(iii) "***Underwriter***" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Original Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Tax Compliance Agreement of the City dated as of April 1, 2023 related to the Series 2023A Certificates, in the Tax Compliance Agreement of the City dated as of April 1, 2023 related to the Series 2023B Certificates and with respect to compliance with the federal income tax rules affecting the Certificates, and by Gilmore & Bell, P.C., as special counsel, in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Certificates.

[appropriate adjustments will be made to this certificate and its schedules for any Hold-The-Offering-Price Rule Maturities]

[Remainder of page intentionally left blank]

DATED: April __, 2023.

[PURCHASER]
as underwriter of the above-described Certificates

By:_______________________________________
Managing Director

SCHEDULE A
TO
UNDERWRITER'S RECEIPT FOR CERTIFICATES AND ISSUE PRICE CERTIFICATE

SERIES 2023A CERTIFICATES

Actual Sales at Single Price of 10% of Each Maturity as of Closing Time[1]

Maturity Date (March 1)	Principal Amount	Interest Rate	Price

[1] All are General Rule Maturities; no Hold-The-Offering-Price Rule Maturities.

SERIES 2023B CERTIFICATES

Actual Sales at Single Price of 10% of Each Maturity as of Closing Time[(1)]

Maturity Date (March 1)	Principal Amount	Interest Rate	Price

(1) All are General Rule Maturities; no Hold-The-Offering-Price Rule Maturities.

SCHEDULE B
TO
UNDERWRITER'S RECEIPT FOR CERTIFICATES AND ISSUE PRICE CERTIFICATE

Pricing Wire or Equivalent Communication

(*Attached*)

LEASE AGREEMENT

Dated as of April 1, 2023

Between

UMB BANK N.A.,
as Lessor

and

CITY OF HARRISONVILLE, MISSOURI,
as Lessee

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LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (the "Lease"), dated as of April 1, 2023, is entered into between **UMB BANK, N.A.,** a national banking association organized and existing under the laws of the United States of America (the "Trustee"), and the **CITY OF HARRISONVILLE, MISSOURI,** a fourth-class city duly created, organized and existing under the laws of the State of Missouri (the "City").

WITNESSETH:

WHEREAS, the City desires to acquire, construct and install various property (the "Property") for the City and other improvements to the City's Community Center (the "Community Center Projects"), described on **Schedule 1** hereto;

WHEREAS, the Highway 71/291 Partners in Progress Transportation Development District (the "District") has previously issued its Transportation Sales Tax Revenue Bonds, Series 2014 (the "Refunded Bonds") to finance the costs of certain transportation projects; and

WHEREAS, the City has previously entered into a Lease Purchase Agreement dated as of February 10, 2021 with Zions Bancorporation, N.A. (the "2021 Lease") to finance improvements to the City's Community Center and the acquisition of certain equipment for the City; and

WHEREAS, the Trustee and the City of Harrisonville, Missouri (the "City"), have entered this Lease, pursuant to which the Trustee will lease to the City certain personal property, including transportation improvements (the "TDD Property") and park improvements (the "Park Property," together with the TDD Property, the "Property") as further described on **Schedule 1**, the City will acquire, construct and install the Property and Community Center Projects, and the Trustee will grant the City an option to purchase the Property; and

WHEREAS, in order to provide funds to (1) pay the Project Costs (as defined in the Indenture described below), (2) refund the Refunded Bonds and a portion of the 2021 Lease (the "Refunded Lease Payments," and together with the Refunded Bonds the "Refunded Obligations"), and (3) pay the costs of delivering the Series 2023 Certificates and the refunding of the Refunded Obligations, the Trustee will, pursuant to a Trust Indenture with the City dated April 1, 2023 (the "Indenture"), execute and deliver the City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation (Transportation Improvements Project), Series 2023A in the aggregate principal amount of $25,300,000 (the "Series 2023A Certificates") and the City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation (Park Improvements Project), Series 2023B in the aggregate principal amount of $2,580,000 (the "Series 2023B Certificates," together with the Series 2023A Certificates, the "Series 2023 Certificates") evidencing a proportionate interest of the owners thereof in Rental Payments payable pursuant to this Lease; and

WHEREAS, the Trustee desires to lease the Property, specifically excluding the Community Center Projects, to the City, all subject to the terms and conditions and for the purposes set forth in this Lease; and

WHEREAS, the City and the District have entered into a Financing Agreement dated as of April 1, 2023 (the "Financing Agreement"), for the purpose of providing funds to pay the interest components and principal components due on the Series 2023A Certificates from certain revenues generated by the District, as described in the Indenture; and

WHEREAS, the City is authorized under the constitution and laws of the State of Missouri to enter into this Lease for the purposes set forth herein; and

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease, capitalized words and terms used in this Lease shall have the meanings given to such words and terms in **Section 1.01** of the Indenture (which definitions are hereby incorporated by reference).

Section 1.02. Rules of Construction.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) All references in this Lease to a particular article, section, other subdivision, exhibit, schedule or appendix shall be construed to be a reference to the specified article, section or other subdivision or exhibit, schedule or appendix hereto unless the context or use clearly indicates another or different meaning or interest. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(c) The section and article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

(d) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 1.03. Execution of Counterparts. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1.04. Severability. If any provision of this Lease shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Lease contained shall not affect the remaining portions of this Lease, or any part thereof.

Section 1.05. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State.

ARTICLE II

REPRESENTATIONS

Section 2.01. Representations of the City. The City represents and warrants, as of the date of delivery hereof, as follows:

(a) The City is a fourth-class city duly created, organized and existing under and by virtue of the laws of the State with full power and authority to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations thereunder and hereunder.

(b) The City has full power and authority to enter into the transactions contemplated by this Lease and has been duly authorized to execute and deliver this Lease by proper action by its governing body. This Lease is a valid, legal and binding obligation of the City enforceable in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws and equitable principles affecting creditors' rights generally.

(c) The lease of the Property by the Trustee to the City, as provided in this Lease, is necessary, desirable, in the public interest and consistent with the permissible scope of the City's authority. The City hereby declares its current need for the Property and its current expectation that it will continue to need and use the Property for the maximum Lease Term.

(d) The City's financial statements that have been used in connection with any offering of the Certificates present fairly, in accordance with generally accepted accounting principles or applicable regulations consistently applied throughout the periods involved, the financial position of the City at their respective dates and the revenues and expenditures and changes in fund balances for the periods covered thereby.

(e) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof or hereof, nor the consummation of the transactions contemplated thereby or hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is a party or by which the City is bound.

(f) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the proceedings of the governing body of the City authorizing this Lease or the power or authority of the City to enter into this Lease or the validity or enforceability of this Lease or which, if adversely determined, would adversely affect the transactions contemplated by this Lease, the interest of the Trustee under this Lease, or the financial condition of the City.

(g) The City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interests in any property now or hereafter included in the Property shall be or may be impaired, changed or encumbered in any manner whatsoever, except as contemplated by this Lease.

(h) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists.

(i) Upon completion, the Property will be installed in compliance with all applicable building and design codes and the City's requirements.

(j) The City has complied or will comply with any public bidding requirements that may be applicable to this Lease and the acquisition, construction and installation of the Property and the Community Center Projects.

ARTICLE III

DEMISING OF THE PROPERTY; LEASE TERM

Section 3.01. Lease of Property. The Trustee hereby demises, leases, subleases and lets to the City, and the City rents, leases, subleases and hires from the Trustee, the Property in accordance with this Lease for the Lease Term.

Section 3.02. Lease Term. The Original Term of this Lease shall terminate the last day of the current Fiscal Year. The Lease Term may be continued, solely at the option of the City, at the end of the Original Term or any Renewal Term for an additional one-year, provided that the final Renewal Term shall not extend beyond December 31, 2053. At the end of the Original Term and at the end of each Renewal Term, unless the City has terminated this Lease pursuant to **Sections 3.04** or **10.01** and for no other reason, the City shall be deemed to have exercised its option to continue this Lease for the next Renewal Term. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except for any difference in the Rent as provided on **Exhibit A**.

Section 3.03. Continuation of Lease Term by the City. The City reasonably believes that legally available funds in an amount sufficient to make all payments of Rent during the Original Term and each of the Renewal Terms can be obtained. The City further covenants that its responsible financial officer shall make provision for such payments to the extent necessary in each proposed budget or appropriation request submitted for adoption in accordance with applicable provisions of law and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds or to extend this Lease for any Renewal Term is to be made in accordance with the City's normal procedures for such decisions by the then current governing body of the City.

Section 3.04. Nonappropriation. The City is obligated only to pay periodic payments under this Lease as may lawfully be made from legally available funds. If an Event of Nonappropriation occurs, this Lease shall be deemed terminated at the end of then current Original Term or Renewal Term. An Event of Nonappropriation shall be deemed to have occurred if the City fails to budget, appropriate or otherwise provide for sufficient funds to pay Rental Payments and any reasonably anticipated

Supplemental Rent to come due during the immediately following Renewal Term, provided that the City may take into account the Net Revenue Transfers anticipated during such Renewal Term in formulating such budget item. The City agrees to deliver notice to the Trustee of such termination at least 90 days prior to the end of then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, the City agrees peaceably to transfer and surrender possession of the Property to the Trustee.

Section 3.05. Enjoyment of Property. The Trustee shall provide the City during the Lease Term with quiet use and enjoyment of the Property, and the City shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from the Trustee, except as expressly set forth in this Lease. The City shall have the right to use the Property for any governmental or proprietary purpose of the City, subject to the limitations contained in this Lease.

Notwithstanding any other provision in this Lease, the Trustee shall have no responsibility to cause the Property to be acquired, constructed or installed or to maintain or repair the Property. The City shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Property, as to the manner and use or the condition of the Property. The City shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried by the provisions of **Article VII**. The City shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the City to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the City shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer and during such contest or review, the City may refrain from complying therewith, if the City furnishes, on request, to the Trustee, at the City's expense, indemnity satisfactory to the Trustee.

Section 3.06. Inspection. The Trustee and its agents shall have the right at all reasonable times and with reasonable notice during business hours to inspect the Property.

ARTICLE IV

RENT

Section 4.01. Rental Payments. The City shall promptly pay all Rental Payments, subject to **Sections 3.04** and **4.03**, in lawful money of the United States of America to the Trustee on each Certificate Payment Date in such amounts as are described on **Exhibit A**. A portion of each Rental Payments is paid as, and represents payment of, interest as set forth on **Exhibit A** (said interest to be attributable to the various principal components in accordance with the per annum rates set forth on **Exhibit A**).

To provide for the timely payment of Rental Payments, the City shall pay to the Trustee for deposit in the Certificate Fund not less than five business days before each Certificate Payment Date, the amount due on such Certificate Payment Date.

The City will, in accordance with the requirements of law and its normal budgeting procedures, fully budget and appropriate sufficient funds for the current Fiscal Year to make the Rent scheduled to come due during the Original Term, and to meet its other obligations for the Original Term, and such funds will not be expended for other purposes.

Section 4.02. Supplemental Rent. The City shall pay, subject to **Sections 3.04** and **4.03**, as Supplemental Rent (a) all Impositions (as defined in **Article VI**); (b) all amounts required under **Sections 4.04** or **4.06** and all other payments of whatever nature which the City has agreed to pay or assume under this Lease; (c) all expenses, including attorneys' fees to the extent permitted by law, incurred in connection with the enforcement of any rights under this Lease by the Trustee; (d) all fees, charges, and charges of the Trustee as further provided in **Section 4.07**; and (e) any payments required to be made pursuant to the Arbitrage Instructions**.** Amounts required to be paid under this Section shall be paid directly to the person or entity owed.

Section 4.03. Rental Payments to Constitute a Current Expense and Limited Obligation of the City. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, THE TRUSTEE AND THE CITY UNDERSTAND AND INTEND THAT THE OBLIGATION OF THE CITY TO PAY RENT HEREUNDER BE LIMITED TO PAYMENT FROM LEGALLY AVAILABLE FUNDS APPROPRIATED FOR SUCH PURPOSE, AND SHALL CONSTITUTE A CURRENT EXPENSE OF THE CITY AND SHALL NOT IN ANY WAY BE CONSTRUED TO BE A DEBT OF THE CITY IN CONTRAVENTION OF ANY APPLICABLE CONSTITUTIONAL OR STATUTORY LIMITATION OR REQUIREMENT CONCERNING THE CREATION OF INDEBTEDNESS BY THE CITY, NOR SHALL ANYTHING CONTAINED HEREIN CONSTITUTE A PLEDGE OF THE GENERAL TAX REVENUES, FUNDS OR MONEYS OF THE CITY, AND ALL PROVISIONS OF THIS LEASE SHALL BE CONSTRUED SO AS TO GIVE EFFECT TO SUCH INTENT.

Section 4.04. Advances. In the event the City shall fail to either maintain the insurance required by this Lease or keep the Property in good repair, the Trustee may, but shall be under no obligation to maintain and repair the Property and pay the cost thereof. All amounts so advanced by the Trustee shall constitute Supplemental Rent for the then current Original Term or Renewal Term, and the City covenants and agrees to pay such amounts so advanced by the Trustee with interest thereon from the due date until paid at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. In accordance with Section 427.120 of the Revised Statutes of Missouri, unless the City provides evidence of the insurance coverage required by this Lease, the Trustee may purchase insurance at the City's expense to protect the Trustee's interests hereunder. This insurance may, but need not, protect the City's interests. The coverage that the Trustee may purchase may not pay any claim that the City may make or any claim that may be made against the City in connection with the Property. The City may later cancel any insurance purchased by the Trustee, but only after providing a certification signed by an Authorized Representative that the City has obtained insurance as required by this Lease. If the Trustee purchases insurance for the Property, the City will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges the Trustee 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 will be added as Supplemental Rent. The costs of the insurance may be more than the cost of insurance the City may be able to obtain on its own.

Section 4.05. Credit against Rental Payment Obligation. The City shall receive credit against its obligation to pay the Interest Component or Principal Component of Rental Payments to the extent moneys are on deposit in the Certificate Fund and are available to pay the Interest Component or Principal Component of Rental Payments represented by the Certificates.

Section 4.06. Net Lease; Rent to be Unconditional. THIS LEASE IS INTENDED TO BE NET, NET, NET TO THE TRUSTEE, SUBJECT TO **SECTIONS 3.04, 4.03** AND **4.05**, AND THE

OBLIGATIONS OF THE CITY TO MAKE PAYMENT OF THE RENT AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SETOFF OR DEFENSE, FOR ANY REASON, INCLUDING ANY FAILURE OF THE PROPERTY TO BE ACQUIRED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

Nothing in this Lease shall be construed as a waiver by the City of any rights or claims the City may have against the Trustee under this Lease or otherwise, but any recovery upon such rights and claims shall be from the Trustee separately, it being the intent of this Lease that the City shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease, including its obligation to pay Rent. The City may, however, at its own cost and expense and in its own name or in the name of the Trustee, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the Trustee hereby agrees, subject to receipt by the Trustee of satisfactory indemnity in accordance with **Section 11.03** of the Indenture, to cooperate fully with the City and at the request of the Owners of a majority in aggregate Principal Component of Rental Payments represented by the Certificates then Outstanding, to take all action necessary to effect the substitution of the City for the Trustee in any such action or proceeding if the City shall so request.

Section 4.07. Compensation of the Trustee. The City shall, from time to time, upon the written request of the Trustee, (a) pay to the Trustee reasonable compensation for its services as agreed to by the City and the Trustee from time to time (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) and (b) reimburse the Trustee for all reasonable advances, fees, charges, and expenditures, including but not limited to, advances to and reasonable fees and expenses of independent appraisers, accountants, consultants, counsel, agents and attorneys or other experts employed by it in the exercise and performance of its powers and duties hereunder. Compensation under this Section is to be paid as Supplemental Rent as set forth in **Section 4.02**, except that the initial fee is to be included in Costs of Issuance. The Trustee will have a first lien against the Trust Estate for its reasonable costs, fees, expenses and advancements hereunder or under the Indenture. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith (including without limitation attorneys' fees and expenses); provided that if such extraordinary services or extraordinary expenses are occasioned by the negligence or willful misconduct of the Trustee, it shall not be entitled to compensation for reimbursement thereof.

Section 4.08. Increased Rental Payments. Notwithstanding any other provision of this Lease, the Trustee and the City may enter into a Supplemental Lease or Supplemental Leases that increase the amount of Rental Payments payable by the City on any Certificate Payment Date in connection with the delivery of Additional Certificates under **Section 3.10** of the Indenture.

ARTICLE V

ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE PROPERTY AND COMMUNITY CENTER PROJECTS

Section 5.01. Acquisition, Construction and Installation. The City represents, warrants, covenants and agrees as follows:

(a) It has entered into or will enter into a Project Agreement providing for the acquisition, construction and installation of the Property and the Community Center Projects in accordance with the plans and specifications therefor;

(b) It will cause the acquisition, construction and installation of the Property and Community Center Projects to be completed with all reasonable dispatch in accordance with the applicable provisions of this Lease;

(c) All contracts entered into or to be entered into by the City relating to such work shall be in accordance with all applicable requirements of the laws of the State and shall have any payment bonds required by the laws of the State;

(d) It has obtained or shall obtain all necessary or required permits, licenses, consents and approvals that are material for the purchase, construction, installation, operation and maintenance of the Property and Community Center Projects and shall comply with all lawful requirements of any governmental body regarding the use or condition of the Property and Community Center Projects, whether existing or later enacted or foreseen or unforeseen or whether involving any change in governmental policy or requiring structural or other change to the Property and Community Center Projects and irrespective of the cost of so complying;

(e) It will pay all fees, costs and expenses incurred in completing the acquisition, construction and installation of the Property and Community Center Projects or, to the extent there are moneys in the Project Fund available therefor, will request the Trustee to make such payments from the Project Fund in the manner hereinafter and in the Indenture provided; and

(f) It will ask, demand, sue for and use its best efforts to recover and receive such sums of money, debts or other demand to which it may be entitled under any contract, order, receipt, guaranty, warranty, writing or instruction in connection with the acquisition, construction and installation of the Property and Community Center Projects, and it will use its best efforts, to the extent economically reasonable, to enforce the provisions of any contract, agreement, obligation, bond or other security in connection therewith, and any such amounts received in connection with the foregoing, after deduction of expenses incurred in recovering such amounts, shall be paid to the Trustee for deposit in the Project Fund if the Completion Date has not occurred or for deposit in the Certificate Fund if the Completion Date has occurred.

If the acquisition, construction and installation of the Property and Community Center Projects or any portion thereof is delayed or fails to occur for any reason, there shall be no diminution in or postponement of the payments to be made by the City hereunder.

The Trustee is not the agent or representative of the City, and the City is not the agent of the Trustee, and this Lease shall not be construed to make the Trustee liable to materialmen, contractors, subcontractors, craftsmen, laborers or others for goods or services delivered by them in connection with the Property and Community Center Projects or for debts or claims accruing to the aforesaid parties against the City. This Lease shall not create any contractual relation either expressed or implied between the Trustee and any materialmen, contractors, subcontractors, craftsmen, laborers or any other person supplying any work, labor or materials in connection with the Property and Community Center Projects. Notwithstanding anything herein or in the Indenture to the contrary, during the Lease Term, the Trustee shall not be deemed to exercise control over or be an operator or owner of the Property and Community Center Projects and shall not be responsible or liable for the operation, use and maintenance of the Property and Community Center Projects.

Section 5.02. Payment for Acquisition, Construction and Installation of the Property and Community Center Projects. Costs and expenses of every nature incurred in the acquisition, construction and installation of the Property and Community Center Projects that qualify as Project Costs shall be paid by the Trustee from the Project Fund upon receipt by the Trustee of a completed request of the City signed by the Authorized City Representative and containing the statements, representations and certifications set forth in the form of such request attached to the Indenture as **Exhibit B**, with exception of payment from the Series 2023A Certificates Account of the Project Fund, which shall be disbursed upon receipt by the Trustee of a completed request of the District signed by the Authorized District Representative, approved in writing by the City and containing the statements, representations and certificates set forth in the form of such request attached to the Indenture as **Exhibit C**.

In making disbursements for Project Costs, the Trustee shall be entitled to conclusively rely upon each properly executed requisition certificate without inquiry or investigation. It is understood that the Trustee shall *not* make any inspections of the Property and Community Center Projects nor any improvements thereon, make any provision to obtain completion bonds, mechanic's or materialmen's lien releases or otherwise supervise any phase of the acquisition, construction or installation of the Property and Community Center Projects. The execution of each requisition certificate shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed.

Section 5.03. Completion Date; Excess Funds. The Completion Date shall be evidenced to the Trustee upon receipt by the Trustee of a certificate signed by the Authorized City Representative (the "Completion Certificate") stating (a) the date on which acquisition, construction and installation of the Property and Community Center Projects was substantially completed, (b) that the Property and Community Center Projects have been acquired, constructed and installed in accordance with the plans and specifications and in conformance with all applicable zoning, planning, building, environmental and other similar governmental regulations, (c) that, except for Project Costs described in accordance with clause (d), all Project Costs have been paid and (d) the amounts, if any, to be retained in the Project Fund for the payment of Project Costs, if any, not yet due or Project Costs whose liability the City is contesting, and amounts that otherwise should be retained and the reasons they should be retained. The Completion Certificate may state that it is given without prejudice to any rights of the City that then exist or may subsequently come into being against third parties. Any amounts remaining in the Project Fund that are not needed to pay any remaining Project Costs shall be transferred to the Certificate Fund.

Section 5.04. Warranties. The Trustee hereby assigns to the City for and during the Lease Term, all of its interest in all warranties, guarantees or other contract rights against any architect, contractor, subcontractor or supplier, expressed or implied, issued on or applicable to the Property and Community Center Projects, and the Trustee hereby authorizes the City to obtain the customary services furnished in connection with such warranties, guarantees or other contract rights at the City's expense. The City's sole remedy for the breach of such warranties, guarantees or other contract rights shall be against any architect, contractor, subcontractor or supplier, and not against the Trustee, nor shall such matter have any effect whatsoever on the rights of the Trustee with respect to this Lease, including the right to receive full and timely Rent. The City expressly acknowledges that the Trustee does not make nor has it made any representation or warranty whatsoever as to the existence or availability of such warranties, guarantees or other contract rights of the manufacturer or supplier of any portion of the Property and Community Center Projects.

Section 5.05. DISCLAIMER OF WARRANTIES. THE TRUSTEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROPERTY OR THE COMMUNITY CENTER PROJECTS OR ANY PART THEREOF, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL THE TRUSTEE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR THE CITY'S USE OF THE PROPERTY OR COMMUNITY CENTER PROJECTS OR ANY PART THEREOF.

Section 5.06. Deficiency of Project Fund. If the Project Fund shall be insufficient to pay fully all Project Costs relating to the Property and to complete fully the acquisition, construction and installation of the Property lien free, the City shall pay, in cash, the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials and services as the same shall become due, provided that the City shall have the right to reduce the scope of the Property in such case in order to reduce costs. The Trustee is not obligated to pay and shall not be responsible for any such deficiency, and the City shall save the Trustee whole and harmless from any obligation to pay such deficiency.

Section 5.07. Community Center Projects. Except for the payment of the costs thereof as Project Costs described in this Article, the Community Center Projects are not subject to this Lease. The Trustee and Owners shall have no right or interest (security interest or otherwise) in or obligation with respect to the Community Center Projects. The City shall contract for and arrange delivery, installation and completion of the Community Center Projects as it sees fit, provided that the application of proceeds of this Lease to the Project Costs shall be in accordance with this Lease.

ARTICLE VI

IMPOSITIONS

Section 6.01. Impositions. The City shall bear, pay and discharge, before the delinquency thereof, as Supplemental Rent, all taxes and assessments, general and special, if any, that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Property, including any taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Trustee or encumber the Property (all of the foregoing being herein referred to as "Impositions").

Section 6.02. Contest of Impositions. The City shall have the right, in its own name or in the Trustee's name, to contest the validity or amount of any Imposition which the City is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least ten days before the Imposition complained of becomes delinquent and may permit the Imposition so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Trustee shall notify the City that, in the opinion of counsel, by nonpayment of any such items the interest of the Trustee in the Property will be endangered or the Property or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes, assessments or charges or provide the Trustee with full security against any loss which may result from nonpayment in form satisfactory to the Trustee. The Trustee agrees to cooperate with the City in connection with any and all administrative or judicial proceedings related to Impositions. The City shall hold the Trustee whole and harmless from any costs and expenses the Trustee may incur with respect to any Imposition.

ARTICLE VII

INSURANCE; INDEMNITY

Section 7.01. Insurance Required. The City shall, during the Lease Term, cause the Property to be kept continuously insured against such risks customarily insured against for property such as the Property and shall pay (except as otherwise provided herein), as the same become due, all premiums in respect thereof, such insurance to include the following policies of insurance:

(a) Insurance insuring the Property against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount not less than the lesser of the Principal Component of the Certificates then Outstanding or the replacement value of the Property and issued by such insurance company or companies authorized to do business in the State as may be selected by the City. The policy or policies of such insurance shall name the City and the Trustee as insureds, as their respective interests may appear. All proceeds from such policies of insurance shall be applied as provided in **Article IX**.

(b) Comprehensive general accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which the City and the Trustee are named as insureds, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to reasonable loss deductible clauses).

(c) Workers' compensation and unemployment coverages to the extent, if any, required by the laws of the State.

(d) Labor and material payment bonds with respect to any Project Agreements in the full amount of the Project Agreements from surety companies qualified to do business in the State.

Not less than 15 days prior to the expiration dates of the expiring policies, originals or copies of the policies required by this Section or certificates evidencing such insurance shall be delivered by the City to the Trustee. All policies of such insurance, and all renewals thereof, shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 30 days' written notice to the City and the Trustee.

Nothing in this Lease shall be construed as preventing the City from satisfying the insurance requirements herein set forth by using blanket policies of insurance or self-insurance provided each and all of the requirements and specifications of this Lease respecting insurance are complied with.

Section 7.02. Enforcement of Contract and Surety Bonds. In the event of material default of any contractor or subcontractor under a Project Agreement or any other contract made in connection with the acquisition, construction and installation of the Property, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the City will promptly proceed, either separately or in conjunction with others, to pursue diligently the remedies of the City against the contractor or subcontractor in default and against each surety on a bond (if any) securing the performance of such contract. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery and after reimbursement to the City of any amounts theretofore paid by the City not previously reimbursed to the City for correction or remedying of the default which gave rise to the proceedings against the contractor or subcontractor, shall be paid to the Trustee for deposit in the Project Fund if received before the Completion Date and, if such funds are received after the Completion Date, for deposit in the Certificate Fund to be used solely for the purpose of paying Rental Payments under this Lease.

Section 7.03. Release and Indemnification. To the extent permitted by law, the City shall indemnify, protect, hold harmless, save and keep the Trustee and its officials, officers, shareholders, employees, directors, attorneys and agents (each an "Indemnified Party", and together the "Indemnified Parties") harmless from and against any and all liability, obligation, loss, claim, tax (other than income taxes or other taxes on or attributable to Rent, if any, which are received by the Trustee in its individual capacity) and damage whatsoever and all expenses in connection therewith (including attorneys' fees and expenses) that are not caused by the negligence or willful misconduct of the Indemnified Party seeking indemnification arising out of or as the result of (a) the entering into of this Lease and Indenture, (b) the acquisition, construction and installation of the Property and Community Center Projects, (c) injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Property during the Lease Term, and (d) the breach of any covenant by the City herein or any material misrepresentation by the City contained herein; provided that the City shall have the right to conduct the Trustee's defense through counsel designated by the City and approved by the Trustee, which approval shall not be unreasonably withheld. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of this Lease and Indenture for any reason

ARTICLE VIII

COVENANTS OF THE CITY

Section 8.01. Maintenance and Modification of Property by the City. The City will at its own expense (a) keep the Property in a safe condition, (b) with respect to the Property, comply with all applicable health and safety standards and all other industrial requirements or restrictions enacted or promulgated by the State, or any political subdivision or agency thereof, or by the government of the United States of America or any agency thereof, and (c) keep the Property in good repair and in good operating condition and make from time to time all necessary repairs thereto and renewals and replacements thereof; provided, however, that the City will have no obligation to operate, maintain, preserve, repair, replace or renew any element or unit of the Property, the maintenance, repair, replacement or renewal of which becomes uneconomical to the City because of damage, destruction or obsolescence, or change in economic or business conditions, or change in government standards and regulations. The City shall not permit or suffer others to commit a nuisance in or about the Property or itself commit a nuisance in connection with its use or occupancy of the Property. The City will pay all costs and expenses of operation of the Property.

The City may, also at its own expense, make from time to time any additions, modifications or improvements to the Property that it may deem desirable for its business purposes and that do not materially impair the structural strength or effective use, or materially decrease the value, of the Property. All additions, modifications or improvements made by the City pursuant to the authority of this Section shall (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be pursued to completion with due diligence and (c) when completed, be deemed a part of the Property.

During the Lease Term, the Property will be used by the City only for the purpose of performing governmental or proprietary functions of the City consistent with the permissible scope of the City's authority.

Section 8.02. The City's Continuing Existence. The City will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

ARTICLE IX

CASUALTY AND CONDEMNATION

Section 9.01. Damage, Destruction and Condemnation. The City shall bear the risk of loss with respect to the Property during the Lease Term. If (a) the Property or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Property or any part thereof shall be nonexistent or deficient or taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority (other than the City), the Net Proceeds will be deposited into Project Fund and the Trustee will disburse the Net Proceeds in accordance with the written direction received by the City from time to time to cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless the City shall have exercised its option to purchase the Trustee's interest in the Property by making payment of the Purchase Price as provided herein. Any balance of the Net Proceeds remaining after the City confirms to the Trustee that such work has been completed shall be paid to the City and shall be held and appropriated by the City for the exclusive purpose of paying Rent under this Lease.

If the City determines that the repair, restoration, modification or improvement of the Property is not economically feasible or in the best interest of the City, then, in lieu of making such repair, restoration, modification or improvement and if permitted by law, the City shall promptly purchase the Trustee's interest in the Property pursuant to **Section 10.01(c)** by paying the Purchase Price and such Net Proceeds shall be applied by the City to such payment to the extent required for such payment. Any balance of the Net Proceeds remaining after paying the Purchase Price shall belong to the City.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in **Section 9.01** and the City has not elected to purchase the Trustee's interest in the Property pursuant to **Section 10.01(c)**, the City shall complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if the City shall make any payments pursuant to this Section, the City shall not be entitled to any reimbursement therefor from the Trustee nor shall the City be entitled to any diminution of Rent.

Section 9.03. Eminent Domain.

(a) Under State statutes, the City has the power to condemn property for its purposes, and the City acknowledges that condemnation of the Property would adversely affect the Trustee. The City has agreed to the terms of the acquisition of the Property, at the City's option, and to the use of the Property, all as set forth in this Lease. Any acquisition of the Trustee's interest in the Property or rights to its use by the City (whether pursuant to the exercise of eminent domain powers or otherwise) shall be pursuant to and in accordance with this Lease, including payment of Rent and the applicable Purchase Price. If the City allows this Lease to expire without exercising its option to purchase (whether by failure to exercise its option to extend this Lease for a Renewal Term, failure to exercise its option to purchase at the conclusion of the maximum Lease Term or failure to cure an Event of Default), that action shall constitute an irrevocable determination by the City that the Property is not required by it for any public purpose for the term of this Lease.

The City hereby covenants and agrees, to the extent it may lawfully do so, that if for any reason it exercises the power of eminent domain with respect to the Property, the appraisement value of the Property shall not be less than the Rent then due plus the then applicable Purchase Price.

(b) If title to all or a portion of the Property is challenged or threatened by means of competent legal or equitable action, the City covenants that it shall cooperate with the Trustee and shall take all reasonable actions, including where appropriate the lawful exercise of the City's power of eminent domain, in order to quiet title to the Property in the City.

ARTICLE X

OPTION TO PURCHASE; PARTIAL PREPAYMENT

Section 10.01. Purchase Option. The City shall have the option to purchase the Property, upon giving written notice to the Trustee at least 30 days before the date of purchase, at the following times and on the following terms:

(a) At any time on or after the later of the dates stated for *Optional Prepayment* in

Section 5.02(a) and **(b)** of the Indenture, upon payment in full of Rent then due hereunder plus a Purchase Price equal to the remaining Principal Components of Rental Payments for the maximum Lease Term plus the Components of Rental Payments accrued to the purchase date;

(b) On any date upon deposit of funds or Government Obligations or both with the Trustee in accordance with **Article X** of the Indenture in the amount necessary to provide for the Rental Payments until and on, and the Purchase Price calculated as described in (a) above on the Certificates to, any date occurring on or after the later of the dates stated for *Optional Prepayment* in **Section 5.02(a)** and **(b)** of the Indenture; or

(c) In the event of substantial damage to or destruction or condemnation (other than condemnation by the City or any entity controlled by or otherwise affiliated with the City) of, or loss of title to, substantially all of the Property, or if as a result of changes in the constitution of Missouri or legislative or administrative action by the State or the United States, this Lease or the Indenture becomes unenforceable, on the date the City specifies as the purchase date in the City's notice to the Trustee of its exercise of the purchase option, upon payment in full of the Rent then due hereunder plus a Purchase Price equal to the remaining Principal Components of Rental Payments for the maximum Lease Term plus the Interest Component of Rental Payments accrued to the purchase date.

Unless the maturity date of any Certificates Outstanding shall have been extended pursuant to the Indenture, then upon payment in full of all Rent through March 1, 2053, the City shall be deemed to have purchased the Property pursuant to this Section.

Section 10.02. Partial Prepayment; Release of Portions of Property. The City shall have the option to prepay the Rental Payments in part, upon giving written notice to the Trustee at least 30 days before the date of such prepayment, on any date occurring on or after the applicable date stated for *Optional Prepayment* in **Section 5.02(a)** or **(b)** of the Indenture, at a prepayment price equal to the Principal Components of Rental Payments being so prepaid plus the Interest Component of Rental Payments accrued thereon to such date.

The Principal Components of Rental Payments prepaid pursuant to the provisions of this **Section 10.02** shall be in integral multiples of $5,000. Upon any partial prepayment, the amount of each Interest Component of Rental Payments coming due thereafter shall be reduced by the amount of such Interest Component attributable to such prepaid Principal Component determined by applying the annual interest rate corresponding to such prepaid Principal Component as shown on **Exhibit A**.

Unless otherwise stated in a supplement to this Lease, on any date on which the Rental Payments with respect to the Series 2023A Certificates (and all Certificates issued to refund such Certificates) are fully paid or provided for in the manner described under **Section 10.01(a)** or **(b)** of this Lease (on or after the date stated for optional prepayment for such Certificates in the Indenture), including upon payment in full of all Rent due with respect to such Certificates through the final date shown for such Certificates on the applicable schedule of Rental Payments, the TDD Property shall be released from the lien and effect of this Lease, and the Trustee, upon receipt of a certificate from the City confirming the TDD Property may be released from the lien of this Lease, shall execute a form of release presented to it by the City to confirm the release of the TDD Property.

Unless otherwise stated in a supplement to this Lease, on any date on which the Rental Payments with respect to the Series 2023B Certificates (and all Certificates issued to refund such Certificates) are fully paid or provided for in the manner described under **Section 10.01(a)** or **(b)** of this Lease (on or after the date stated for optional prepayment for such Certificates in the Indenture), including upon payment in full of all Rent due with respect to such Certificates through the final date shown for such Certificates on the applicable schedule of Rental Payments, the Park Property shall be released from the lien and effect of this Lease, and the Trustee, upon receipt of a certificate from the City confirming the Park Property may be released from the lien of this Lease, shall execute a form of release presented to it by the City to confirm the release of the Park Property.

Section 10.03. Determination of Fair Rent and Purchase Price. The City hereby agrees and determines that the Rent hereunder during the Original Term and any Renewal Term represents the fair value of the use of the Property and that the Purchase Price required to exercise the City's option to purchase the Trustee's interest in the Property pursuant to **Section 10.01** represents the fair Purchase Price of the Property. The City hereby determines that the Rent does not exceed a reasonable amount so as to place the City under an economic practical compulsion to renew this Lease or to exercise its option to purchase the Property hereunder. In making such determinations, the City has given consideration to the Project Costs, the uses and purposes for which the Property will be employed by the City, the benefit to the City by reason of the acquisition, construction and installation of the Property and the use of the Property pursuant to the terms and provisions of this Lease and the City's option to purchase the Property. The City hereby determines and declares that the acquisition, construction and installation of the Property and the leasing of the Property pursuant to this Lease will result in Property of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition, construction and installation of the Property were performed by the City other than pursuant to this Lease. The City hereby determines and declares that the maximum Lease Term does not exceed the useful life of the Property.

ARTICLE XI

ASSIGNMENT

Section 11.01. Assignment and Subleasing by the City. Except as hereinafter expressly provided, none of the City's right, title and interest in, to and under the this Lease and in the Property may be assigned or encumbered by the City for any reason; except that the City may sublease any one or more parts of the Property if the City obtains an opinion of Special Counsel that such subleasing will not adversely affect the exclusion of the Interest Component of the Rental Payments from gross income for purposes of federal income taxation. Any such sublease of all or part of the Property shall be subject to this Lease and the rights of the Trustee in, to and under this Lease and the Property.

ARTICLE XII

EVENTS OF DEFAULT

Section 12.01. Events of Default Defined. Any of the following shall constitute an "Event of Default" under this Lease:

(a) Failure by the City to make any deposits required by **Section 4.01** to pay Rental Payments in the Certificate Fund at the time specified herein and the continuance of such failure for two business days;

(b) Failure by the City to make any Supplemental Rent Payment when due and the continuance of such failure for ten days after written notice specifying such failure and requesting that it be remedied is given to the City by the Trustee;

(c) Failure by the City to make any of the Net Revenue Transfers when due under the Indenture and the continuance of such failure for ten days after written notice specifying such failure and requesting that it be remedied is given to the City by the Trustee;

(d) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in subparagraph (a) or (b) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the City by the Trustee unless such party shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, such party will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected;

(e) Any statement, representation or warranty made by the City in or pursuant to this Lease or the execution, delivery or performance of either of them shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(f) Any provision of this Lease shall at any time for any reason cease to be valid and binding on the City, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by the City or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of the Trustee; or

(g) The City becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee, receiver or custodian for the City or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee, receiver or custodian for the City or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed by the City or a substantial part of its property and is not discharged within 60 days; or any bankruptcy, reorganization, debt arrangement, moratorium or any proceeding under bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is instituted by or against the State and, if instituted against the City, is consented to or acquiesced in by the City or is not dismissed within 60 days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, the Trustee shall have the right, without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to the City, the Trustee may declare all Rent payable by the City hereunder to the end of then current Original Term or Renewal Term to be due;

(b) With or without terminating this Lease, the Trustee may take possession of the Property and sell the Property or lease the Property or, for the account of the City (and may enter upon any real property owned or controlled by the City for such purpose), sublease the Property continuing to hold the City liable for the difference between (a) the

Rent payable by the City hereunder for then current Original Term or Renewal Term, as the case may be, and (b) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of the Trustee in exercising its remedies under this Lease, including without limitation all expenses of taking possession, removing, storing, reconditioning, and selling or leasing or subleasing the Property and all reasonable brokerage, auctioneers and attorneys' fees);

(c) The Trustee may terminate any rights the City may have in any funds held by the Trustee under the Indenture; and

(d) The Trustee may take whatever action at law or in equity necessary or desirable to enforce its rights in the Property and under this Lease.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Notices. All notices, certificates or other communications to be given or to be served upon any party in connection with this Lease shall be given in accordance with **Section 12.03** of the Indenture.

Section 13.02. Title to Property. Title to the Property shall vest in the City subject to Trustee's rights under this Lease; provided that title thereto shall thereafter immediately and without any action by the City vest in Trustee and the City shall immediately surrender possession thereof to the Trustee upon (i) any termination of this Lease without the City exercising its option to purchase pursuant to **Section 10.01** or (ii) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to the Trustee pursuant to this Section shall occur automatically without the necessity of any deed, bill of sale, certificate of title or other instrument of conveyance. Nevertheless, the City shall execute and deliver any such instruments as the Trustee may request to evidence such transfer.

Section 13.03. Personal Property. The Trustee and the City agree that the Property is and will remain personal property. The Property will not be deemed to be affixed to or a part of the real estate or building on or under which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed to, buried in or otherwise attached to such real estate or any building thereon. If necessary to protect the security interest of the Trustee and upon the request of the Trustee, the City will, at the City's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

To secure the payment of all of the City's obligations under this Lease, to the extent permitted by law, the Trustee retains a security interest in the Property and in all additions, attachments, accessions thereto, substitutions therefor and on any proceeds therefrom. The City shall execute all additional documents, including financing statements, affidavits, notices and similar instruments that are necessary or appropriate to establish and maintain such security interest. The City agrees to file or cause to be filed financing statements with respect to the Property in favor of the Trustee.

Section 13.04. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Trustee and the City and their respective successors and assigns.

Section 13.06. Amendments, Changes and Modifications. This Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of the Trustee and the City, and as provided in the Indenture.

Section 13.06. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 13.07. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Trustee certifies it is not currently engaged in and shall not, for the duration of this Lease, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

* * *

IN WITNESS WHEREOF, the Trustee and the City have caused this Lease to be executed in their names by their duly authorized representatives as of the date first above written.

UMB BANK, N.A., as Trustee

By ________________________________
Name:
Title:

CITY OF HARRISONVILLE, MISSOURI

(SEAL)

By: ______________________________
Name: Judy Bowman
Title: Mayor

ATTEST:

____
Name: Daniel Barnett
Title: City Clerk

SCHEDULE 1

Description of the Property

TDD Property

The TDD Property consists of the following:

1. A road connecting Highway 291 to one or more points on South Jefferson Parkway.

2. A road connecting Royal Street to North Commercial Street.

3. Commuter parking lots.

4. Other improvements necessary and allowable under the TDD Act for which requisitions are submitted in accordance with the Indenture.

Park Property

The Park Property consists of the following improvements at the Harrisonville Outdoor Aquatic Center at 706 Ash Street in the City:

1. Outdoor Aquatic Center values replacement.

2. Outdoor Aquatic Center slide pumps replacement.

The TDD Property and the Park Property together constitute the "Property" under the Indenture and the Lease. The following Community Center Projects are not party of the Property.

Community Center Projects

The Community Center Projects consist of the following:

1. Community Center HVAC unit replacements.

2. Community Center HVAC system controls.

3. Community Center HVAC system server.

EXHIBIT A

SCHEDULE OF RENTAL PAYMENTS

SERIES 2023A CERTIFICATES

Certificate Payment Date	Principal Component	Interest Component	Total Rental Payment	Option Purchase Price on Certificate Payment Date through but excluding next Certificate Payment Date*

SERIES 2023B CERTIFICATES

Certificate Payment Date	Principal Component	Interest Component	Total Rental Payment	Option Purchase Price on Certificate Payment Date through but excluding next Certificate Payment Date*

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT**, dated as of April 1, 2023 (the "Continuing Disclosure Agreement") is executed and delivered by the **CITY OF HARRISONVILLE, MISSOURI** (the "City") and **UMB BANK N.A.**, as dissemination agent (the "Dissemination Agent").

RECITALS

1. This Continuing Disclosure Agreement is being executed and delivered in connection with the delivery by the City of $27,880,000 aggregate principal amount of its City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation, Series 2023 consisting of $25,300,000 principal amount of the City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation (Transportation Improvements Project), Series 2023A (the "Series 2023A Certificates") and the $2,580,000 principal amount of the City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation (Park Improvements Project), Series 2023B (the "Series 2023B Certificates" and together with the Series 2023A Certificates, the "Certificates").

2. The City and the Dissemination Agent are entering into this Continuing Disclosure Agreement for the benefit of the Beneficial Owners of the Certificates and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The City is the only "obligated person" with responsibility for continuing disclosure hereunder.

In consideration of the mutual covenants and agreements herein, the City and the Dissemination Agent covenant and agree as follows:

Section 1. Definitions. In addition to the definitions set forth in the Indenture of Trust dated as of April 1, 2023 (the "Indenture") between the City and UMB Bank N.A., as trustee (the "Trustee"), which apply to any capitalized terms used in this Continuing Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report filed by the City pursuant to, and as described in, **Section 2** of this Continuing Disclosure Agreement.

"Beneficial Owner" means any registered owner of any Certificates and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Certificates for federal income tax purposes.

"Business Day" means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the payment office of the Trustee or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

"Dissemination Agent" means any Dissemination Agent designated in writing by the City to assist the City in complying with the Rule.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; provided however, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

"Fiscal Year" means the 12-month period beginning on January 1 and ending on December 31 or any other 12-month period selected by the City as the Fiscal Year of the City for financial reporting purposes.

"Material Events" means any of the events listed in **Section 3(a)** of this Continuing Disclosure Agreement.

"**MSRB"** means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

"Participating Underwriter" means any of the original underwriters of the Certificates required to comply with the Rule in connection with the offering of the Certificates.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than **the last day of the seventh month** after the end of the City's Fiscal Year, commencing with the Fiscal Year ending December 31, 2022, file with the MSRB, through EMMA, the following financial information and operating data (the **"Annual Report"**):

(1) The audited financial statements of the City for the prior Fiscal Year. If audited financial statements of the City are not available by the time the Annual Report is required to be filed pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Certificates, and the audited financial statements shall be filed in the same manner as the Annual Report promptly after they become available.

(2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement, as described in **Exhibit A**, in substantially the same format contained in the final Official Statement.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the City is an "obligated person" (as defined by the Rule), which have been filed with the MSRB and are available through EMMA or to the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The City shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

(b) Not later than **15** Business Days prior to the date specified in subsection **(a)** for providing the Annual Report to the MSRB, the City shall either (1) provide the Annual Report to a Dissemination Agent with written instructions to file the Annual Report as specified in subsection **(a),** or (2) provide written notice to the Dissemination Agent that the City has filed the Annual Report with the MSRB (or will do so prior to the deadline specified in subsection **(a)**).

(c) If the Dissemination Agent has not received either an Annual Report with filing instructions or a written notice from the City that it has filed an Annual Report with the MSRB by the date required in subsection **(a)**, the Dissemination Agent shall, in a timely manner, send a notice to the MSRB in substantially the form attached as **Exhibit B**.

(d) The Dissemination Agent shall, unless the City has filed the Annual Report with the MSRB promptly following receipt of the Annual Report and instructions required in subsection **(c)** above, file the Annual Report with the MSRB and file a report with the City and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the Annual Report has been filed pursuant to this Continuing Disclosure Agreement and stating the date it was filed with the MSRB.

Section 3. Reporting of Material Events.

(a) No later than 10 business days after the occurrence of any of the following events, the City shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Certificates (**"Material Events"**):

(1) principal and interest payment delinquencies;
(2) non-payment related defaults, if material;
(3) unscheduled draws on debt service reserves reflecting financial difficulties;
(4) unscheduled draws on credit enhancements reflecting financial difficulties;
(5) substitution of credit or liquidity providers, or their failure to perform;
(6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
(7) modifications to rights of holders of the Certificates, if material;
(8) Certificate calls, if material, and tender offers;
(9) defeasances;
(10) release, substitution or sale of property securing repayment of the Certificates, if material;
(11) rating changes;
(12) bankruptcy, insolvency, receivership or similar event of the City;
(13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(14) appointment of a successor or additional trustee or the change of name of the trustee, if material;

(15) incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and;

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Notice of a Material Event described in subsection **(a)(8)** need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the registered owners of affected Certificates pursuant to the Indenture.

(b) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the City Administrator or his or her designee or such other person as the City shall designate in writing to the Dissemination Agent from time to time, inform such person of the event, and request that the City promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (d). If in response to a request under this subsection (b), the City determines that such event would not constitute a Material Event, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent whether or not to report the occurrence pursuant to subsection (d).

(c) Whenever the City obtains knowledge of the occurrence of a Material Event, because of a notice from the Dissemination Agent pursuant to subsection (b) or otherwise, the City shall promptly notify and instruct the Dissemination Agent in writing to report the occurrence pursuant to subsection (d).

(d) If the Dissemination Agent receives written instructions from the City to report the occurrence of a Material Event, the Dissemination Agent shall promptly file a notice of such occurrence with the MSRB, with a copy to the City.

Section 4. Termination of Reporting Obligation. The City's obligations under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Certificates. If the City's obligations under this Continuing Disclosure Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Agreement in the same manner as if it were the City, and the City shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Certificates, the City shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3**.

Section 5. Dissemination Agents. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the City. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the City pursuant to this Continuing Disclosure Agreement. The initial Dissemination Agent is UMB Bank N.A.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Agreement, the City and the Dissemination Agent may amend this Continuing Disclosure Agreement and any provision of this Continuing Disclosure Agreement may be waived, provided that Special Counsel or other counsel experienced in federal securities law matters provides the City and the

Dissemination Agent with its written opinion that the undertaking of the City contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Agreement.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Agreement, the City shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, **(1)** notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and **(2)** the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Continuing Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Continuing Disclosure Agreement, the City shall have no obligation under this Continuing Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Continuing Disclosure Agreement, the Trustee, the Participating Underwriter or any Owner or Beneficial Owner of the Certificates may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City and the Dissemination Agent to comply with their obligations under this Continuing Disclosure Agreement. A default under this Continuing Disclosure Agreement shall not be deemed an event of default under the Indenture or the Lease (as defined in the Indenture), and the sole remedy under this Continuing Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with this Continuing Disclosure Agreement shall be an action to compel performance.

Section 9. Duties and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Continuing Disclosure Agreement, and the City agrees, to the extent permitted by law, to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Certificates. The City shall pay the fees, charges and expenses of the Dissemination Agent in connection with its administration of this Continuing Disclosure Agreement.

The Dissemination Agent shall not be responsible for the content of any notice or information provided by the City to the Dissemination Agent for filing or the City's failure to submit a complete Annual Report and shall not be liable for any act or omission hereunder except its gross negligence or willful misconduct (as determined by a court of competent jurisdiction). The Dissemination Agent shall not be responsible for ensuring the compliance with any rule or regulation of the City or Participating Underwriter in connection with the filings of information herein, but is merely responsible for the filing of any such information provided to the Dissemination Agent by the City.

Section 10. Notices. Any notices or communications to or among any of the parties to this Continuing Disclosure Agreement may be given by registered or certified mail, return receipt requested, or by confirmed facsimile, or delivered in person or by overnight courier, and will be deemed given on the second day following the date on which the notice or communication is so mailed, as follows:

(a) To the Dissemination Agent:

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

(b) To the City:

City of Harrisonville, Missouri
300 E Pearl Street
Harrisonville, MO 64701
Attn: City Administrator

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 11. Beneficiaries. This Continuing Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners and Beneficial Owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 12. Severability. If any provision in this Continuing Disclosure Agreement, the Indenture, the Lease or the Certificates shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13. Counterparts. This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14. Electronic Transactions. The arrangement described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15. Governing Law. This Continuing Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and the Dissemination Agent have caused this Continuing Disclosure Agreement to be executed as of the day and year first above written.

CITY OF HARRISONVILLE, MISSOURI

By: ___________________________________
Mayor

UMB Bank N.A.,
as Dissemination Agent

By: ______________________________
Title: Authorized Officer

EXHIBIT A

FINANCIAL INFORMATION AND OPERATING DATA TO BE INCLUDED IN ANNUAL REPORT

The financial information and operating data contained in the following described sections and tables contained in Appendix A to the final Official Statement:

FINANCIAL INFORMATION CONCERNING THE CITY
- Sources of Revenue
- Property Valuations - *History of Property Valuation* (table only)
- Retail Sales and Use Taxes (five-year historical table only)
- Property Tax Levies and Collections - *Tax Rates* (table only)
- Tax Collection Record
- Major Property Taxpayers

FINANCIAL INFORMATION CONCERNING THE DISTRICT
- District's Top Sales Tax Generators
- Historical TDD Sales Tax Revenues (table only)

EXHIBIT B

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	City of Harrisonville, Missouri
Name of Issue:	$27,880,000 City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation, Series 2023, consisting of $25,300,000 Refunding and Improvement Certificates of Participation (Transportation Improvements Project), Series 2023A and $2,580,000 Refunding and Improvement Certificates of Participation (Park Improvements Project), Series 2023B
Name of Obligated Person:	City of Harrisonville, Missouri
Date of Issuance:	April __, 2023

NOTICE IS HEREBY GIVEN that the City of Harrisonville, Missouri has not filed an Annual Report with respect to the above-named Certificates as required by the Continuing Disclosure Agreement dated as of April 1, 2023, between the City of Harrisonville, Missouri and UMB Bank N.A., as Dissemination Agent. [The Obligated Person has informed the Dissemination Agent that the Obligated Person anticipates that the Annual Report will be filed by _____________.]

Dated: __________ ___, _____.

UMB BANK N.A., as Dissemination Agent on behalf of the **CITY OF HARRISONVILLE, MISSOURI**

cc: City of Harrisonville, Missouri

TAX COMPLIANCE AGREEMENT

Dated as of April 1, 2023

Among

THE CITY OF HARRISONVILLE, MISSOURI,

THE HIGHWAY 71/291 PARTNERS IN PROGRESS TRANSPORTATION DEVELOPMENT DISTRICT,

And

UMB BANK, N.A.,
as Trustee

$25,300,000
CITY OF HARRISONVILLE, MISSOURI
REFUNDING AND IMPROVEMENT CERTIFICATES OF PARTICIPATION
(TRANSPORTATION IMPROVEMENTS PROJECT)
SERIES 2023A

TAX COMPLIANCE AGREEMENT

TABLE OF CONTENTS

ARTICLE V

MISCELLANEOUS PROVISIONS

* * *

TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the "Tax Agreement"), entered into as of April 1, 2023, among **CITY OF HARRISONVILLE, MISSOURI**, a political subdivision organized and existing under the laws of the State of Missouri (the "City"); **THE HIGHWAY 71/291 PARTNERS IN PROGRESS TRANSPORTATION DEVELOPMENT DISTRICT**, a political subdivision organized and existing under the laws of the State of Missouri (the "District") and **UMB BANK, N.A**, a national banking association duly organized and existing under the laws of the United States of America, as Trustee (the "Trustee");

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the delivery by the City of $25,300,000 principal amount of City of Harrisonville, Missouri, Tax Exempt Certificates of Participation (Transportation Improvements Project), Series 2023A (the "Series 2023A Certificates"), evidencing a proportionate interest of the Owners thereof in Rental Payments to be made by the City pursuant to an annually renewable Lease Agreement dated April 1, 2023 (the "Lease"), between the City, as lessee, and the Trustee, as lessor, which Series 2023A Certificates are delivered under a Trust Indenture dated April 1, 2023 (the "Indenture") between the City and the Trustee, for the purposes described in this Tax Agreement and in the Indenture.

2. The Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the "Regulations"), impose certain limitations on the uses and investment of the Series 2023A Certificate proceeds and of certain other money relating to the Series 2023A Certificates and set forth the conditions under which the Interest Component of the Rental Payments made by the City and distributed to the registered owners of the Series 2023A Certificates will be excluded from gross income for federal income tax purposes.

3. The City and the Trustee are entering into this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of Series 2023A Certificate proceeds and the property financed or refinanced with those proceeds and the investment of the Series 2023A Certificate proceeds and of certain other related money, in order to establish and maintain the exclusion of the Interest Component of Rental Payments represented by the Series 2023A Certificates from gross income for federal income tax purposes.

4. The City adopted a Tax-Exempt Financing Compliance Procedure on May 1, 2012, as it may from time to time be amended (the "Tax Compliance Procedure") for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Agreement is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Series 2023A Certificates.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the City and the Trustee represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Indenture, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

"Adjusted Gross Proceeds" means the Gross Proceeds of the New Money Portion or the Refunding Portion, as applicable, reduced by amounts (a) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (b) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (c) representing grant repayments or sale or Investment proceeds of any purpose Investment.

"Annual Compliance Checklist" means a checklist for the Series 2023A Certificates to measure compliance with the requirements of this Tax Agreement and the Tax Compliance Procedure after the Issue Date, as further described in **Section 4.2** hereof and substantially in the form attached hereto as **Exhibit E**.

"Bona Fide Debt Service Fund" means a fund, which may include Series 2023A Certificate proceeds, that (a) is used primarily to achieve a proper matching of revenues with Rental Payments within each Certificate Year; and (b) is depleted at least once each Certificate Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Certificate Year, or (2) one-twelfth of the Rental Payments for the immediately preceding Certificate Year.

"Bond Compliance Officer" means the City's Director of Finance or other person named in the Tax Compliance Procedure.

"Certificate Fund" means the Certificate Fund established pursuant to the Indenture in the custody of the Trustee.

"Certificate Year" means each one-year period (or shorter period for the first Certificate Year) ending March 1, or another one-year period selected by the City.

"City" means City of Harrisonville, Missouri and its successors and assigns, or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the City.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compliance Fund" means the Compliance Fund established in the custody of the Trustee pursuant to the Indenture.

"Computation Date" means each date on which arbitrage rebate and yield reduction amounts for the Series 2023A Certificates are computed. The City may treat any date as a Computation Date, subject to the following limits:

(a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;

(b) each subsequent rebate installment payment must be made for a Computation Date not later than 5 years after the previous Computation Date for which an installment payment was made; and

(c) the date the last Certificate is discharged is the final Computation Date.

The City selects May 1, 2028 as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

"District" means the Highway 71/291 Partners in Progress Transportation Development District, its successors and assigns.

"Escrow Agent" means UMB Bank, N.A., as escrow agent under the Escrow Agreement.

"Escrow Agreement" means the Letter of Instructions to Redeem Bonds from the District to the Escrow Agent, and relating to the refunding of the Refunded Bonds.

"Escrow Fund" means the redemption account of the debt service fund established for the Series 2014 Bonds held and administered by the Escrow Agent pursuant to the Escrow Agreement.

"Final Written Allocation" means the Final Written Allocation of expenditures prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and **Section 4.2(b)** of this Tax Agreement.

"Financed Facility" means the portion of the Project being financed or refinanced with the proceeds of the Series 2023A Certificates as described on **Exhibit D**.

"Gross Proceeds" means (a) sale proceeds (any amounts actually or constructively received by the City from the sale of the Series 2023A Certificates, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds, other Investment proceeds or transferred proceeds), (c) any amounts held in a sinking fund for the Series 2023A Certificates, (d) any amounts held in a pledged fund or reserve fund for the Series 2023A Certificates, (e) any other replacement proceeds and (f) any transferred proceeds. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

(1) Project Fund.
(2) Certificate Fund.
(3) Compliance Fund (to the extent funded with sale proceeds or investment proceeds of the Series 2023A Certificates).
(4) Rebate Fund (to the extend funded with sale proceeds or investment proceeds of the Series 2023A Certificates)
(5) Escrow Fund.

"Guaranteed Investment Contract" is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

"Indenture" means the Trust Indenture, dated the date of this Tax Agreement, between the City and the Trustee, as amended and supplemented in accordance with the provisions of the Indenture.

"Interest Component" means the portion of each Rental Payment that represents the payment of interest as set forth in the Lease.

"Investment" means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for "specified private activity bonds" as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

"IRS" means the United States Internal Revenue Service.

"Issue Date" means April __, 2023.

"Lease" means the Lease Agreement dated April 1, 2023 between the Trustee, as lessor, and the City, as lessee, as amended and supplemented in accordance with the provisions thereof.

"Management Agreement" means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services), however, are not treated as Management Agreements.

"Measurement Period" means, with respect to each item of property financed as part of the Financed Facility with proceeds of the New Money Portion, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on or the earlier of (1) the final maturity date of the Series 2023A Certificates or (2) the end of the expected economic useful life of the property. With respect to each item of property financed as part of the Financed Facility with proceeds of the Original Obligations, the period beginning on the later of (a) the issue date of the Original Obligations or (b) the date the property was and ending on the earlier of (1) the final maturity date of the Series 2023A Certificates or (2) the end of the expected economic useful life of the property.

"Minor Portion" means the lesser of $100,000 or 5% of the sale proceeds of the Series 2023A Certificates.

"Net Proceeds" means when used in reference to the Series 2023A Certificates or the New Money Portion, the sale proceeds of the Series 2023A Certificates (excluding pre-issuance accrued interest), less an allocable share of any proceeds deposited in a reasonably required reserve or replacement fund, plus an allocable share of all Investment earnings on such sale proceeds.

"New Money Portion" means the portion of the Series 2023A Certificates described in **Section 3.6**.

"Non-Qualified Use" means use of Series 2023A Certificate proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Series 2023A Certificate proceeds or the Financed Facility are "used" in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

"Non-Qualified User" means any person or entity other than a Qualified User.

"Opinion of Special Counsel" means the written opinion of Gilmore & Bell, P.C. or other nationally recognized firm of bond counsel. Unless otherwise specifically noted herein an Opinion of Special Counsel must conclude that the action or proposed action or the failure to act or proposed failure to act for which the opinion is required will not adversely affect the exclusion of the Interest Component of Rental Payments on the Series 2023A Certificates from gross income for federal income tax purposes.

"Original Obligations" means the District's Transportation Sales Tax Revenue Bonds (Interstate 49/Highway 291 Interchange Project - Harrisonville, Missouri), Series 2014, which was the first issue of tax-exempt governmental obligations that financed or refinanced a portion of the Financed Facility.

"Post-Issuance Tax Requirements" means those requirements related to the use of proceeds of the Series 2023A Certificates, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date of the Series 2023A Certificates.

"Principal Component" means the portion of each Rental Payment that represents the payment of principal as set forth in the Lease.

"Project" means all of the property being acquired, developed, constructed, renovated, and equipped by the City using Series 2023A Certificate proceeds of the New Money Portion, proceeds of the Original Obligations, and Qualified Equity, all as described on **Exhibit D**.

"Project Fund" means the Project Fund established in the custody of the Trustee pursuant to the Indenture.

"Qualified Equity" means funds (but excluding an existing equity ownership interest in real property or tangible personal property) that are not derived from proceeds of a tax-exempt financing that are spent on the Project on a date that is no earlier than a date on which such expenditures would be eligible for reimbursement by proceeds of the Series 2023A Certificates under Regulations § 1.150-2(d)(2) and ending not later than the date the Project is capable of and actually used at substantially its designed level.

"Qualified Use Agreement" means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the City's governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (3) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

"Qualified User" means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

"Rebate Analyst" means Gilmore & Bell, P.C. or any successor Rebate Analyst selected pursuant to this Tax Certificate.

"Refunded Obligations" means the $4,730,000 outstanding principal amount of the Series 2014 Bonds.

"Refunding Portion" means the sale proceeds of the Series 2023A Certificates identified in **Section 3.6** together with the remaining Gross Proceeds of the Series 2023A Certificates property allocable to the refunding of the Refunded Obligations.

"Regulations" means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Series 2023A Certificates.

"Rental Payments" means the rental payments required under the Lease, which are comprised of a Principal Component and an Interest Component as set forth in the Lease.

"Series 2014 Bonds" the District's Transportation Sales Tax Revenue Bonds (Interstate 49/Highway 291 Interchange Project - Harrisonville, Missouri), Series 2014, scheduled to mature on November 1, 2023 and thereafter, outstanding in the aggregate principal amount of $4,730,000.

"Series 2023A Certificates" means the $25,300,000 principal amount of City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation (Transportation Improvements Project), Series 2023A described in the recitals, authenticated and delivered under the Indenture.

"Series 2023B Certificates" means the $2,580,000 principal amount of City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation (Park Improvements Project), Series 2023B.

"Special Counsel" means Gilmore & Bell, P.C., or any other firm of nationally recognized bond counsel acceptable to the City.

"Tax Agreement" means this Tax Compliance Agreement as it may from time to time be amended and supplemented in accordance with its terms.

"Tax Compliance Procedure" means the City's Tax-Exempt Financing Compliance Procedure, dated May 1, 2012, as it may from time to time be amended.

"Tax-Exempt Bond File" means documents and records for the Series 2023A Certificates, the Refunded Obligations, and the Original Obligations maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

"**TDD Tax Revenues**" means the revenues derived from the District's sales tax, which has the same meaning as the term "Transportation Development District Sales Tax Revenues" defined under the Indenture.

"Transcript" means the Transcript of Proceedings relating to the authorization and issuance of the Series 2023A Certificates.

"Trustee" means UMB Bank, N.A., and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as Trustee under the Indenture.

"Underwriter" means ____________________, original purchaser of the Series 2023A Certificates.

"Yield" means yield on the Series 2023A Certificates, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the City and the District. The City and the District represents and covenants as follows:

(a) Organization and Authority.

(1) The City (1) is a political subdivision organized and existing under the laws of the State of Missouri, and (2) has lawful power and authority to issue the Series 2023A Certificates and deliver the Lease for the purposes set forth in the Indenture and Lease, to enter into, execute and deliver the Indenture, the Lease, the Series 2023A Certificates, and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Indenture, the Lease, the Series 2023A Certificates, and this Tax Agreement, acting by and through its duly authorized officials.

(2) The District (1) is a transportation development district and political subdivision organized and existing under the laws of the State of Missouri, and (2) has lawful power and authority to enter into, execute and deliver the Indenture and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Indenture and this Tax Agreement, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Series 2023A Certificates–General Representation and Covenants*.

(1) In order to maintain the exclusion of the Interest Component of Rental Payments represented by the Series 2023A Certificates from gross income for federal income tax purposes, the City (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or permit the use or Investment of, any Series 2023A Certificate proceeds, other money held under the Indenture or the Lease, or other funds of the City, in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, any portion of the Financed Facility in a manner that would cause the Lease or any Series 2023A Certificate to become a "private activity bond" as defined in Code § 141.

(2) The City expects to finance the Project with proceeds of the Series 2023A Certificates and Qualified Equity. For purposes of the covenants in this **Section 2.1** relating to Non-Qualified Use of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity, and then, but only to the extent of any excess Non-Qualified Use, to the portion of the Project financed by the Series 2023A Certificates (that is, the Financed Facility).

(c) *Governmental Obligations–Use of Proceeds*. Except as described on **Schedule 2.1(c)**, throughout the Measurement Period, all of the Financed Facility is expected to be owned by the City or another Qualified User. Throughout the Measurement Period no portion of the Financed Facility is expected to be used in a Non-Qualified Use. Throughout the Measurement Period, the City will not permit any Non-Qualified Use of the Financed Facility without first consulting with Special Counsel.

(d) *Governmental Obligations–Private Security or Payment*.

(1) As of the Issue Date the City expects that none of the Rental Payments represented by the Series 2023A Certificates and the payment of principal of and interest on the Refunded Obligations and on all other obligations which directly or indirectly refinanced the Original Obligations has not been (under the terms of the Series 2023A Certificates or any underlying arrangement) directly or indirectly:

(i) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or

(ii) derived from payments (whether or not such payments are made to the City) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

(2) For purposes of the foregoing, taxes of general application, including TDD Tax Revenues, are not treated as private payments or as private security. TDD Tax Revenues will be the primary source of repayment of the Series 2023A Certificates. TDD Tax Revenues are generally applicable taxes because they are an enforced contribution exacted pursuant to legislative authority as part of the taxing power, are imposed and collected for the purpose of raising revenue to be used for

governmental purposes, have a uniform rate of collection that applies to all persons of the same classification in the appropriate jurisdiction and have a generally applicable manner of collection and determination. No taxpayer has entered into any "impermissible agreement" relating to the payment of TDD Tax Revenues. An "impermissible agreement" generally includes any agreement described in Regulations § 1.141-4(e)(4)(ii), including the following:

(i) An agreement to be personally liable for a tax that does not impose personal liability.

(ii) An agreement to provide additional credit support such as a guaranty or to pay unanticipated shortfalls in tax collections.

(iii) An agreement as to the minimum market value of property subject to a property tax.

(iv) An agreement not to challenge or to seek deferral of a tax.

(v) Any similar agreement that causes a tax to fail to have a generally applicable manner of determination or collection.

(3) Neither the City nor District will not permit any private security or payment with respect to the Series 2023A Certificates without first consulting with Special Counsel.

(e) *No Private Loan.* Not more than 5% of the Net Proceeds of the Series 2023A Certificates will be loaned directly or indirectly to any Non-Qualified User.

(f) *Management Agreements*. As of the Issue Date the City has no Management Agreements with Non-Qualified Users. During the Measurement Period the City will not enter into or renew any Management Agreement with any Non-Qualified User without first consulting with Special Counsel.

(g) *Leases*. Except for the Lease, neither of which gives rise to a Non-Qualified Use, as of the Issue Date the City has not entered into any leases of any portion of the Financed Facility other than Qualified Use Agreements. During the Measurement Period the City will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first consulting with Special Counsel.

(h) *Limit on Maturity of Series 2023A Certificates*. A list of the assets included in the Financed Facility and a computation of the "average reasonably expected economic life" is attached to this Tax Agreement as **Exhibit D**. Based on this computation, the "average maturity" of the Series 2023A Certificates, as computed by Special Counsel, does not exceed 120% of the average reasonably expected economic life of the Financed Facility (_________ years). In computing the "average reasonably expected economic life" of the portion of the Financed Facility financed by the Original Obligations the average economic life of the portion of the Financed Facility financed with the Original Obligations was first multiplied by 120%, then reduced by the number of years elapsed from the issue date of the Original Obligations to the Issue Date.

(i) *Expenditure of Series 2023A Certificate Proceeds.*

(1) The City will evidence each allocation of the proceeds of the Series 2023A Certificates and Qualified Equity for the Project to an expenditure in writing. No allocation will

be made more than 18 months following the later of (i) the date of the expenditure or (ii) the date the Financed Facility was placed in service.

(2) On __________, 2023, the governing body of the City adopted an ordinance declaring the intent of the City to finance the new money portion of the Project with tax-exempt obligations and to reimburse the City for expenditures made prior to the issuance of the tax-exempt obligations (the "Official Intent Date"). A copy of the ordinance is included in the Transcript. The City will not allocate any proceeds of the Series 2023A Certificates to reimburse any expenditure paid prior to the Issue Date; however, the City reserves the right to allocate Certificate proceeds to reimbursement expenditures at a later date in accordance with the Regulations. No portion of the Net Proceeds of the New Money Portion will be used to reimburse an expenditure paid by the City more than 60 days prior to the date the ordinance was adopted unless the expenditure may be reimbursed for the reasons permitted under Regulations § 1.150-2(f) (for example, issuance costs, de minimis amounts, and preliminary expenditures). In addition, no reimbursement allocation will be made for an expenditure made more than 3 years before the date of the reimbursement allocation.

(j) *Registration Requirement*. The Indenture requires that all of the Series 2023A Certificates will be delivered and held in registered form within the meaning of Code § 149(a).

(k) *No Federally Guaranteed*. The City will not take any action or permit any action to be taken which would cause any portion of the Lease or any certificate to be "federally guaranteed" within the meaning of Code § 149(b).

(l) *IRS Form 8038-G*. Special Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the City contained in this Tax Agreement or otherwise provided by the City. Special Counsel will sign the return as a paid preparer following completion and will then deliver copies to the City for execution and for the City's records. The City agrees to timely execute and return to Special Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the "as-filed" copy along with proof of filing will be included as **Exhibit B**.

(m) *No Hedge Bonds*. At least 85% of the net sale proceeds of the New Money Portion will be used to carry out the governmental purpose of the New Money Portion within three years after the Issue Date, and not more than 50% of the proceeds of the New Money Portion will be invested in Investments having a substantially guaranteed Yield for four years or more. At least 85% of the net sale proceeds of the Original Obligations were used to carry out the governmental purpose of the Original Obligations within three years after the issue date of the Original Obligations, and not more than 50% of the proceeds of the Original Obligations were invested in Investments having a substantially guaranteed Yield for four years or more.

(n) *Compliance with Future Tax Requirements*. The City understands that the Code and the Regulations may impose new or different restrictions and requirements on the City in the future. The City will comply with such future restrictions that are necessary to maintain the exclusion of the Interest Component of the Rental Payments represented by the Series 2023A Certificates from gross income for federal income tax purposes.

(o) *Single Issue; No Other Issues*. The Series 2023A Certificates constitute a single "issue" under Regulations § 1.150-1(c). The Series 2023A Certificates and the Series 2023B Certificates normally would constitute a single "issue" under Regulations § 1.150-1(c) for all purposes. The City has elected pursuant to § 1.150-1(c)(3) to treat the Series 2023A Certificates and the Series 2023B Certificates as separate issues for all purposes other than §§ 141(b)(5), 141(d)(1), 144, 148, 149(d) and 149(g). A separate Tax Compliance Agreement and IRS Form 8038-G are being executed in connection with the issuance of the Series 2023B Certificates.

(p) *Interest Rate Swap.* As of the Issue Date the City has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Series 2023A Certificates. The City will not enter into any such arrangement in the future without first consulting with Special Counsel.

(q) *Guaranteed Investment Contract.* As of the Issue Date, the City does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Series 2023A Certificates. The City will be responsible for complying with **Section 4.4(d)** if it decides to enter into a Guaranteed Investment Contract at a later date.

(r) *No Bank Qualified Tax-Exempt Obligation.* The Series 2023A Certificates are not "qualified tax-exempt obligations" under Code § 265(b)(3).

Section 2.2. Representations and Covenants of the Trustee. The Trustee represents and covenants to the City as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or Opinion of Special Counsel, specifically referencing the Lease and Series 2023A Certificates and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to maintain the exclusion of the Interest Component of the Series 2023A Certificates from gross income for federal income tax purposes.

(b) The Trustee, acting on behalf of the City, may from time to time cause a firm of attorneys, consultants or independent accountants or an Investment banking firm to provide the Trustee with such information as it may request in order to determine all matters relating to (1) the Yield on the Series 2023A Certificates as it relates to any data or conclusions necessary to verify that the Series 2023A Certificates are not "arbitrage bonds" within the meaning of Code § 148, and (2) compliance with arbitrage rebate requirements of Code § 148(f). The City will pay all costs and expenses incurred in connection with supplying the foregoing information.

Section 2.3. Survival of Representations and Covenants. All representations, covenants and certifications of the City and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the City or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the approval and delivery of the Lease and the Series 2023A Certificates, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Lease and Series 2023A Certificates.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the City's expectations as to the sources, uses and investment of Series 2023A Certificate proceeds and other money, in order to support the City's conclusion that the Lease is not an arbitrage bond. The person executing this Tax Agreement on behalf of the City is an officer of the City responsible for executing the Lease and authorizing the Trustee to deliver the Series 2023A Certificates.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this **Article III** are based upon and in reliance upon the City's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the City's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the City set forth in this Tax Agreement are reasonable. The City has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purpose of Financing. The Lease is being executed and the Series 2023A Certificates are being delivered for the purpose of providing funds to (a) finance costs of the new money portion of the Project (b) refund the Refunded Obligations, and (c) pay costs related to the delivery of the Series 2023A Certificates and the refunding of the Refunded Obligations.

Section 3.4. Funds and Accounts. The following funds and accounts have been established under the Indenture for the Series 2023A Certificates:

Revenue Fund
Project Fund
Certificate Fund
Rebate Fund
Compliance Fund
Surplus Fund

In addition, the Escrow Fund is established in the custody of the Escrow Agent under the Escrow Agreement.

Section 3.5. Amount and Use of Series 2023A Certificate Proceeds and Other Money.

(a) *Amount of Series 2023A Certificate Proceeds.* The total proceeds to be received by the City from the sale of the Series 2023A Certificates will be as follows:

Principal Amount	$25,300,000.00
Original Issue Premium	
Underwriting Discount	)
Total Proceeds Received by City	$

(b) *Use of Series 2023A Certificate Proceeds.* The Series 2023A Certificate proceeds are expected to be allocated to expenditures as follows:

(1) $____________ will be transferred to the Escrow Agent for deposit in the Escrow Fund to be applied as provided in the Escrow Agreement to accomplish a defeasance of the Refunded Obligations, and to the pay the principal, interest and fees on the Refunded Obligations on May __, 2023 the redemption date of the Refunded Obligations.

(2) $2,500.00 will be deposited in the Compliance Fund and used for the purpose of paying fees and expenses to comply with federal income tax law and regulations related to the taxation of the Interest Component of Rental Payments and any state or federal securities laws related to the Series 2023A Certificates and any Additional Certificates as described in the Indenture.

(3) $_____________ will be deposited in the Project Fund, of which (1) $_________ will be used to pay costs of issuing and delivering the Series 2023A Certificates and (2) $_________ will be sued to pay costs of the New Money Portion of the Project.

(c) *Use of Other Money.* Amounts held by the City in accounts established for the Refunded Obligations and other money contributed by the City are expected to be allocated to expenditures as follows:

(1) $250,000.00 from the funds and accounts established for the Refunded Obligations will be deposited in the Revenue Fund.

(2) $___________ from the funds and accounts established for the Refunded Obligations, will be transferred to the Escrow Agent for deposit in the Escrow Fund to be applied as provided in the Escrow Agreement.

Section 3.6. Multipurpose Issue. The City is applying the arbitrage rules to separate financing purposes of the issue that have the same initial temporary period as if they constitute a single issue for purposes pursuant to Regulations § 1.148-9(h)(3)(i). Under Regulations § 1.148-9(h), the Series 2023A Certificates will be treated as two separate issues (a New Money Portion and a Refunding Portion) for purposes of applying certain of the arbitrage restrictions under Code § 148. The sales proceeds of the Series 2023A Certificates allocable to the Refunding Portion is $__________. The sales proceeds of the Series 2023A Certificates allocable to the New Money Portion is $__________.

Section 3.7. No Advance Refunding. No proceeds of the Series 2023A Certificates will be used more than 90 days following the Issue Date to pay principal or interest on any other debt obligation.

Section 3.8. Current Refunding.

(a) *Proceeds Used For Current Refunding*. Proceeds of the Series 2023A Certificates will be used to pay Rental Payments on the Refunded Obligations. All such proceeds shall be spent not later than 90 days after the Issue Date.

(b) *Transferred Proceeds.* As of the Issue Date, the following unspent proceeds of the Refunded Obligations remain: (i) approximately $125,537.83 in the debt service fund for the Refunded Obligations, (ii) approximately $108,438.67 in the project fund for the Refunded Obligations, (iii) approximately $789,788.17 in the revenue fund for the Refunded Obligations, (iv) approximately $847,571.35 in the debt service reserve fund for the Refunded Obligations and approximately $2,539.62 in the compliance fund for the Refunded Obligations Upon discharge of any principal amount of the Refunded Obligations with proceeds of the Series 2023A Certificates, a ratable portion of the remaining unspent proceeds of the Refunded Obligations will become proceeds of the Series 2023A Certificates (determined in accordance with Regulations § 1.148-9(b)).

Section 3.9. Project Completion New Money Portion. The City has incurred, or will incur within six months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the New Money Portion on the Financed Facility. The completion of the Financed Facility and the allocation of the Net Proceeds of the New Money Portion to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the New Money Portion will be allocated to expenditures on the Financed Facility within three years after the Issue Date.

Section 3.10. Sinking Funds. The City is required to make periodic payments in amounts sufficient to pay the Rental Payments represented by the Series 2023A Certificates. Such payments will be deposited into the Certificate Fund. Except for the Certificate Fund and the Reserve Fund, no sinking fund or other similar fund that is expected to be used to pay Rental Payments represented by the Series 2023A Certificates has been established or is expected to be established. The Certificate Fund is used primarily to achieve a proper matching of revenues with Rental Payments represented by the Series 2023A Certificates within each Certificate Year, and the City expects that the Certificate Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.11. Reserve, Replacement and Pledged Funds.

(a) *Reserve Fund*. No reserve or replacement fund has been established for the Series 2023A Certificates.

(b) *No Other Replacement or Pledged Funds*. None of the Series 2023A Certificate proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that instead has been or will be used to acquire higher yielding Investments. Except for the Certificate Fund and the Reserve Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the Rental Payments represented by the Series 2023A Certificates if the City encounters financial difficulty.

Section 3.12. Purpose Investment Yield. The proceeds of the Series 2023A Certificates will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.13. Issue Price and Yield on Series 2023A Certificates.

(a) *Issue Price*. Based on the Underwriter's certifications in the Underwriter's Receipt for Certificates and Closing Certificate, the City hereby elects to establish the issue prices of the Series 2023A Certificates pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "general rule"). Therefore, the aggregate issue price of the Series 2023A Certificates for such purpose is $___________.

(b) *Yield*. Based on the issue price, the Yield on the Series 2023A Certificates is __________%, as computed by Special Counsel as shown on **Exhibit A**. The City has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Series 2023A Certificates.

Section 3.14. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device*. The Lease and the Series 2023A Certificates are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Series 2023A Certificates, together with expected Investment earnings thereon and other money contributed by the City, do not exceed the cost of the governmental purpose of the Lease and the Series 2023A Certificates as described above.

Section 3.15. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the City does not expect that the Series 2023A Certificate proceeds will be used in a manner that would cause any portion of the Lease or any Series 2023A Certificate to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article*. The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Lease is executed and Series 2023A Certificates are delivered. The City recognizes that Interest Component of the Rental Payments represented by the Series 2023A Certificates will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The City further acknowledges that written evidence substantiating the Post-Issuance Tax Requirements must be retained in order to permit the Lease and Series 2023A Certificates to be refinanced with tax-exempt obligations and substantiate the position that Interest Component of the Rental Payments represented by the Series 2023A Certificates is exempt from gross income in the event of an audit of the Lease and Series 2023A Certificates by the IRS.

(b) *Written Policies and Procedures of the City.* The City intends for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Lease and Series 2023A Certificates and to supplement any other formal policies and procedures related to tax compliance that the City has established. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(c) *Bond Compliance Officer.* The City when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participate in any federal income tax audit of the Series 2023A Certificates or related proceedings under a voluntary compliance agreement program (VCAP) or undertake a remedial action procedure pursuant to Regulations §§ 1.141-12. In each case, all costs and expenses incurred by the City shall be treated as a reasonable cost of administering the Series 2023A Certificates and the City shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Indenture or State law.

Section 4.2. Record Keeping; Use of Series 2023A Certificate Proceeds and Use of Financed Facility.

(a) *Record Keeping*. The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Series 2023A Certificates in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in advice or a written Opinion of Special Counsel or to the extent otherwise provided in this Tax Agreement, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Series 2023A Certificates or (2) any obligation issued to refund the Series 2023A Certificates. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (i) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (ii) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (iii) exhibit a high degree of legibility and readability both electronically and in hardcopy, (iv) provide support for other books and records of the City and (v) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the City's premises.

(b) *Accounting and Allocation of Series 2023A Certificate Proceeds and Qualified Equity to Expenditures*. The Bond Compliance Officer will account for the investment and expenditure of Series 2023A Certificate proceeds in the level of detail required by the Tax Compliance Procedure. The Bond Compliance Officer will supplement the expected allocation of New Money Portion proceeds and Qualified Equity to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure. A sample form of Final Written Allocation is attached as **Exhibit F**. Proceeds of the Refunding Portion will be used as described in **Sections 3.5, 3.7** and **3.8**. The Bond Compliance Officer will maintain accounting records showing the investment and expenditure of this money as part of the Tax-Exempt Bond File. The Bond Compliance Officer has prepared written substantiation records of the allocation of proceeds of the Original Obligations to the appliable portion of the Project. This allocation is summarized on **Exhibit D** and is intended to constitute the Final Written Allocation for the Original Obligations.

(c) *Annual Compliance Checklist*. Attached as **Exhibit E** is a sample Annual Compliance Checklist for the Series 2023A Certificates. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Facility at least annually in accordance with the Tax Compliance Procedure. If the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Bond Compliance Officer will take the actions identified in advice of Special Counsel or as described in the Tax Compliance Procedure to correct any deficiency.

(d) *Opinions of Special Counsel*. The Bond Compliance Officer is responsible for obtaining and delivering to the City and the Trustee any advice or Opinion of Special Counsel required under the provisions of this Tax Agreement, including any advice or Opinion of Special Counsel required by this Tax Agreement or the Annual Compliance Checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the City will not invest Gross Proceeds at a Yield greater than the Yield on the Series 2023A Certificates:

(a) *Project Fund*. Series 2023A Certificate proceeds deposited in the Project Fund or used to pay costs of issuing the Series 2023A Certificates and delivering the Lease and investment earnings on those proceeds may be invested without Yield restriction for up to 3 years following the Issue Date. If any unspent proceeds remain in the Project Fund after 3 years, those amounts may continue to be invested without Yield restriction so long as the City pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Series 2023A Certificates are exempt from the arbitrage rebate requirements of Code § 148.

(b) *Proceeds Allocable to Current Refunding*. Certificate proceeds deposited in the Escrow Fund or otherwise allocable to a current refunding of the Refunded Obligations (see **Section 3.8**) may be invested without Yield restriction for up to 90 days after the Issue Date.

(c) *Certificate Fund*. To the extent that the Certificate Fund qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.

(c) *Minor Portion*. In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Fair Market Value.

(a) *General*. No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market*. Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit*. The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts*. The City is applying Regulations § 1.148-5(d)(6)(iii)(A) to the Series 2023A Certificates. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The City or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(i) The bid specifications are in writing and are timely forwarded to potential providers.

(ii) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(iii) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (A) that the potential provider did not consult with any other potential provider about its bid, (B) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City, the Trustee, or any other person (whether or not in connection with the bond issue), and (C) that the bid is not being submitted solely as a courtesy to the City, the Trustee, or any other person, for purposes of satisfying the requirements of the Regulations.

(iv) The terms of the bid specifications are "commercially reasonable." A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.

(v) The terms of the solicitation take into account the City's reasonably expected deposit and draw-down schedule for the amounts to be invested.

(vi) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (*i.e.*, a last look) before providing a bid.

(vii) At least three "reasonably competitive providers" are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(i) At least three bids are received from providers that were solicited as described above and that do not have a "material financial interest" in the issue. For this purpose, (A) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (B) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (C) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(ii) At least one of the three bids received is from a reasonably competitive provider, as defined above.

(iii) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The City and the Trustee retain the following records with the Series 2023A Certificate documents until three years after the last outstanding Series 2023A Certificate is redeemed:

(i) A copy of the Guaranteed Investment Contract.

(ii) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the City or the Trustee, and the certification as to fees paid, described in paragraph (d)(4) above.

(iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(iv) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least three bids on the Investment must be received from persons with no financial interest in the Series 2023A Certificates (*e.g.*, as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.

(a) *General.* A portion of the Gross Proceeds of the Series 2023A Certificates may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Series 2023A Certificates and will not otherwise affect the application of the Investment limitations described in **Section 4.3**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.6** applies even if a portion of the gross proceeds of the Series 2023A Certificates is exempt from the rebate requirement. To the extent all or a portion of the Series 2023A Certificates is exempt from rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.6**. The Issuer may defer the final rebate Computation Date and the payment of rebate for the Series 2023A Certificates to the extent permitted by Regulations § 1.148-7(b)(1) and § 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) *Applicable Spending Exceptions*.

(1) The City expect that at least 75% of the Available Construction Proceeds will be used for construction or rehabilitation expenditures for property owned by the City. The City expects to earn approximately $__________ in Investment earnings on the Series 2023A Certificates proceeds in the Project Fund.

(2) The following optional rebate spending exceptions can apply to the New Money Portion, the Refunding Portion, and the transferred proceeds of the Refunded Obligations:

New Money Portion
(i) 6-month Exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c))
(ii) 18-month Exception (Regulations § 1.148-7(d)).
(iii) 2-year Exception (Code § 148(f)(4)(C) and Regulations § 1.148-7(e)).

Refunding Portion
6-month Exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).

Transferred proceeds of the Refunded Obligations
6, 18, or 24-month Exception (Regulations § 1.148-7(b)(1)(i)).

(c) *Special Elections Made with Respect to Spending Exception Elections.* No special elections are being made in connection with the application of the spending exceptions.

(d) *Bona Fide Debt Service Fund.* To the extent that the Certificate Fund qualifies as a Bona Fide Debt Service Fund, Investment earnings in the account cannot be taken into account in computing arbitrage rebate.

(e) *Documenting Application of Spending Exception.* At any time prior to the first Computation Date, the City may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the City must continue to comply with **Section 4.6** hereof.

(f) *General Requirements for Spending Exception.* The following general requirements apply in determining whether a spending exception is met.

(1) Using Adjusted Gross Proceeds or Available Construction Proceeds to pay principal of any Series 2023A Certificates is not taken into account as expenditure for purposes of meeting any of the spending tests.

(2) The six-month spending exception generally is met if all Adjusted Gross Proceeds of the New Money Portion or the Refunding Portion, as applicable are spent within six months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial six-month period, so long as this amount is spent within one year of the Issue Date.

(3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the New Money Portion are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Adjusted Gross Proceeds Spent
6 months	15%
12 months	60%
18 months (Final)	100%

(4) The 2-year spending exception generally is met if all Available Construction Proceeds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Available Construction Proceeds Spent
6 months	10%
12 months	45%
18 months	75%
24 months (Final)	100%

(5) For purposes of applying the 18-month and 2 year spending exceptions only, the failure to satisfy the **final** spending requirement is disregarded if the Issuer uses due diligence to complete the Financed Facility and the failure does not exceed the lesser of 3% of the aggregate issue price the New Money Portion or $250,000. **No such exception applies for any other spending period.**

(6) For purposes of applying the 18-month and 2 year spending exceptions only, the Bonds meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 30 months (in the case of the 18-month exception) or 3 years (in the case of the 2 year spending test) after the Issue Date.

(7) Spending exceptions may be applied separately to the New Money Portion and the Refunding Portion of the Bonds.

Section 4.6. Computation and Payment of Arbitrage Rebate.

(a) *Rebate Fund*. The Trustee will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Agreement. Any Investment earnings derived from the Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.

(b) *Computation of Rebate Amount*. The Trustee will provide the Rebate Analyst Investment reports relating to each fund held by the Trustee that contains Gross Proceeds of the Bonds at such times as reports are provided to the Issuer, and not later than ten days following each Computation Date. The Issuer will provide the Rebate Analyst with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Trustee annually as of the end of each Certificate Year and not later than ten days following each Computation Date. Each Investment report provided to the Rebate

Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Trustee and the Issuer together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is less than the arbitrage rebate due, the Issuer will, within 55 days after such Computation Date, pay to the Trustee the amount of the deficiency for deposit into the Rebate Fund. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is greater than the Rebate Amount, the Trustee will transfer such surplus in the Rebate Fund to the Certificate Fund. After the final Computation Date or at any other time if the Rebate Analyst has advised the Trustee, any money left in the Rebate Fund will be paid to the Issuer and may be used for any purpose not prohibited by law.

(c) *Rebate Payments*. Within 60 days after each Computation Date, the Trustee must pay (but solely from money in the Rebate Fund or provided by the Issuer) to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

Section 4.7. Successor Rebate Analyst. If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the City desires that a different firm act as the Rebate Analyst, then the City by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Agreement, will engage a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder. In the event the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason and the City fails to appoint a qualified successor Rebate Analyst within thirty (30) days following notice of such resignation then the Trustee will appoint a firm to act as the successor Rebate Analyst.

Section 4.8. Filing Requirements. The Trustee and the City will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with advice of Special Counsel.

Section 4.9. Survival after Defeasance. Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Series 2023A Certificates.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement will be effective concurrently with the issuance and delivery of the Series 2023A Certificates and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Series 2023A Certificates have been fully paid and all such Series 2023A Certificates are cancelled; provided that, the provisions of **Article IV** of this Tax Agreement regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the Series 2023A Certificate holders, but only if such amendment is in writing and is accompanied by an Opinion of Special Counsel to the effect that, under then existing law, assuming compliance with this Tax Agreement as so amended such amendment will not cause the Interest Component of the Rental Payments on any Series 2023A Certificate to be included in gross income for federal income tax purposes. No such amendment will become effective until the City and the Trustee receive this Opinion of Special Counsel.

Section 5.3. Opinion of Special Counsel. The City and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Special Counsel addressed to each of them to the effect that the proposed deviation will not adversely affect the exclusion of Interest Component of the Rental Payments represented by the Series 2023A Certificates from gross income for federal income tax purposes. The City and the Trustee will comply with any further or different instructions provided in an Opinion of Special Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Series 2023A Certificates or the exclusion from gross income of Interest Component of the Rental Payments.

Section 5.4. Reliance. In delivering this Tax Agreement the City and the Trustee are making only those certifications, representations and agreements as are specifically attributed to them in this Tax Agreement. Neither the City nor the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Agreement and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The parties to this Tax Agreement understand that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Series 2023A Certificates and the exclusion from federal gross income of the Interest Component of the Rental Payments.

Section 5.5. Severability. If any provision in this Tax Agreement or in the Series 2023A Certificates is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Agreement is binding upon the City and the Trustee and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Series 2023A Certificates. Nothing in this Tax Agreement or in the Indenture or the Series 2023A Certificates, express or implied, gives to any person, other than the parties to this Tax Agreement and their successors and assigns, and the owners of the Series 2023A Certificates, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement.

Section 5.7. Default; Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement may be pursued by the Series 2023A Certificate holder or the other party or parties to this Tax Agreement pursuant to the terms of the Indenture or any other document which references this Tax Agreement and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

Section 5.10. Electronic Transactions. The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be sent, received and stored, by electronic means.

[Remainder of this page intentionally left blank.]

The parties to this Tax Agreement have caused this Tax Agreement to be duly executed by their duly authorized officers as of the Issue Date of the Series 2023A Certificates.

CITY OF HARRISONVILLE, MISSOURI

By: ____
Title: Mayor

THE HIGHWAY 71/291 PARTNERS IN PROGRESS TRANSPORTATION DEVELOPMENT DISTRICT

By: ____
Title: Chairman

UMB BANK, N.A., as Trustee

By: ____
Title:

EXHIBIT A

SCHEDULE OF RENTAL PAYMENTS AND PROOF OF YIELD

EXHIBIT B

IRS FORM 8038-G

EXHIBIT C

RESOLUTION OF OFFICIAL INTENT

EXHIBIT D

DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITY

Description	Year Placed in Service	Estimated Useful Life	Total Cost	Amount Financed From Series 2023A Certificates

EXHIBIT E

SAMPLE
ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt Certificates financing Financed Asset:	**Refunding and Improvement Certificates of Participation (Transportation Improvements Project), Series 2023A**
Issue Date of Series 2023A Certificates:	**April __, 2023**
Placed in service date of Financed Facility:	
Name of Bond Compliance Officer:	
Period covered by request ("Annual Period"):	

Item	Question	Response
1 **Ownership**	Was the entire Financed Facility owned by the City during the entire Annual Period?	☐ Yes ☐ No
	If answer above was "No," was advice of Special Counsel obtained prior to the transfer? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Special Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
2 **Leases & Other Rights to Possession**	During the Annual Period, was any part of the Financed Facility leased at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was "Yes," was advice of Special Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Special Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Facility (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was "Yes," was advice of Special Counsel obtained prior to entering into the management agreement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Special Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Facility?	☐ Yes ☐ No
	If answer above was "Yes," was advice of Special Counsel obtained prior to entering into the agreement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Special Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
5 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	☐ Yes ☐ No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
6 Continuing Disclosure Filings	Did the City file its annual report (including audited financial statements and any other financial information and operating data required for the Series 2023A Certificates) with the MSRB on EMMA by the filing deadline?	☐ Yes ☐ No
	If No, file the appropriate failure to file notice required for the Series 2023A Certificates with the MSRB on EMMA. In addition, contact Special Counsel and file the deficient material with the MSRB on EMMA and include a description of the reason for the delay in the Tax-Exempt Bond File.	

Bond Compliance Officer: ______________________________

Date Completed: ______________________________

EXHIBIT F

SAMPLE FINAL WRITTEN ALLOCATION

City of Harrisonville, Missouri
Refunding and Improvement Certificates of Participation
(Transportation Improvements Project)
Series 2023A

Final Written Allocation

The undersigned is the Bond Compliance Officer of the City of Harrisonville, Missouri (the "City") and in that capacity is authorized to execute federal income tax returns required to be filed by the City and to make appropriate elections and designations regarding federal income tax matters on behalf of the City. This allocation of the proceeds of the bond issue referenced above (the "Series 2023A Certificates") is necessary for the City to satisfy ongoing reporting and compliance requirements under federal income tax laws. Except as otherwise provided in this Final Written Allocation, capitalized words and terms used herein have the same meanings as set forth in the Tax Compliance Agreement, dated as April 1, 2023, entered into with respect to the Series 2023A Certificates.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Series 2023A Certificate proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the "Code"). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the City or, if later, the date the "project" was "placed in service" (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Series 2023A Certificates.

Background. The Lease was executed and the Series 2023A Certificates were delivered on April __, 2023 (the "Issue Date"), by the City of Harrisonville, Missouri (the "City") pursuant to a Trust Indenture dated April 1, 2023 between the City and UMB Bank, N.A. (the "Trustee"), as trustee. The Series 2023A Certificates were delivered in order to (1) provide funds needed pay costs of acquiring, constructing, reconstructing, remodeling, equipping, furnishing and otherwise improving transportation improvements, (2) refund the Refunded Obligations, and (3) pay costs of issuing and delivering the Series 2023A Certificates and the refunding of the Refunded Obligations. The Series 2023A Certificates were issued pursuant to an Ordinance of the City. Proceeds of the Series 2023A Certificates were deposited to the following accounts:

Project Fund
Escrow Fund
Compliance Fund

Sources Used to Fund Project Costs and Allocation of Proceeds to Project Costs. A portion of the costs of the Project was paid from sale proceeds of the Series 2023A Certificates and the remaining portion of the costs of the Project was paid from earnings from the investment of bond sale proceeds and from other money of the City as shown on **Schedule 1** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Project financed from Series 2023A Certificate proceeds (i.e., the "Financed Facility" referenced in the Tax Compliance Agreement) are listed on page 1 of **Schedule 2** to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the City allocates the proceeds of the Series 2023A Certificates to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the City for an amount it had previously paid or incurred. Amounts received from the sale of the Series 2023A Certificates and retained as underwriters discount are allocated to that purpose and spent on the Issue Date. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Series 2023A Certificates.

Placed In Service. The Project was "placed in service" on the date set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be "placed in service" as of the date on which, based on all the facts and circumstances: (a) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (b) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The City reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

CITY OF HARRISONVILLE, MISSOURI

____
By: ____________________
Title: ____________________

Dated: ____________________

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:
____
Date of Review: ____

SCHEDULE 1
TO FINAL WRITTEN ALLOCATION

ALLOCATION OF SOURCES AND USES

SCHEDULE 2
TO FINAL WRITTEN ALLOCATION

IDENTIFICATION OF FINANCED ASSETS
&
DETAILED LISTING OF EXPENDITURES

TAX COMPLIANCE AGREEMENT

Dated as of April 1, 2023

Between

CITY OF HARRISONVILLE, MISSOURI,

And

UMB BANK, N.A.,
as Trustee

$2,580,000
CITY OF HARRISONVILLE, MISSOURI
REFUNDING AND IMPROVEMENT CERTIFICATES OF PARTICIPATION
(PARK IMPROVEMENTS PROJECT)
SERIES 2023B

TAX COMPLIANCE AGREEMENT

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MISCELLANEOUS PROVISIONS

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TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the "Tax Agreement"), entered into as of April 1, 2023, between **CITY OF HARRISONVILLE, MISSOURI**, a political subdivision organized and existing under the laws of the State of Missouri (the "City") and **UMB BANK, N.A**, a national banking association duly organized and existing under the laws of the United States of America, as Trustee (the "Trustee");

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the delivery by the City of $2,580,000 principal amount of City of Harrisonville, Missouri, Tax Exempt Certificates of Participation (Park Improvements Project), Series 2023B (the "Series 2023B Certificates"), evidencing a proportionate interest of the Owners thereof in Rental Payments to be made by the City pursuant to an annually renewable Lease Agreement dated April 1, 2023 (the "Lease"), between the City, as lessee, and the Trustee, as lessor, which Series 2023B Certificates are delivered under a Trust Indenture dated April 1, 2023 (the "Indenture") between the City and the Trustee, for the purposes described in this Tax Agreement and in the Indenture.

2. The Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the "Regulations"), impose certain limitations on the uses and investment of the Series 2023B Certificate proceeds and of certain other money relating to the Series 2023B Certificates and set forth the conditions under which the Interest Component of the Rental Payments made by the City and distributed to the registered owners of the Series 2023B Certificates will be excluded from gross income for federal income tax purposes.

3. The City and the Trustee are entering into this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of Series 2023B Certificate proceeds and the property financed or refinanced with those proceeds and the investment of the Series 2023B Certificate proceeds and of certain other related money, in order to establish and maintain the exclusion of the Interest Component of Rental Payments represented by the Series 2023B Certificates from gross income for federal income tax purposes.

4. The City adopted a Tax-Exempt Financing Compliance Procedure on May 1, 2012, as it may from time to time be amended (the "Tax Compliance Procedure") for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Agreement is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Series 2023B Certificates.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the City and the Trustee represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Indenture, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

"2021 Lease" means the Lease Purchase Agreement between Zion's Bancorporation, N.A. and the City dated February 10, 2021.

"Adjusted Gross Proceeds" means the Gross Proceeds of the New Money Portion or the Refunding Portion, as applicable, reduced by amounts (a) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (b) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (c) representing grant repayments or sale or Investment proceeds of any purpose Investment.

"Annual Compliance Checklist" means a checklist for the Series 2023B Certificates to measure compliance with the requirements of this Tax Agreement and the Tax Compliance Procedure after the Issue Date, as further described in **Section 4.2** hereof and substantially in the form attached hereto as **Exhibit E**.

"Bona Fide Debt Service Fund" means a fund, which may include Series 2023B Certificate proceeds, that (a) is used primarily to achieve a proper matching of revenues with Rental Payments within each Certificate Year; and (b) is depleted at least once each Certificate Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Certificate Year, or (2) one-twelfth of the Rental Payments for the immediately preceding Certificate Year.

"Bond Compliance Officer" means the City's Director of Finance or other person named in the Tax Compliance Procedure.

"Certificate Year" means each one-year period (or shorter period for the first Certificate Year) ending March 1, or another one-year period selected by the City.

"City" means City of Harrisonville, Missouri and its successors and assigns, or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the City.

"Code" means the Internal Revenue Code of 1986, as amended.

"Computation Date" means each date on which arbitrage rebate and yield reduction amounts for the Series 2023B Certificates are computed. The City may treat any date as a Computation Date, subject to the following limits:

(a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;

(b) each subsequent rebate installment payment must be made for a Computation Date not later than 5 years after the previous Computation Date for which an installment payment was made; and

(c) the date the last Certificate is discharged is the final Computation Date.

The City selects April 1, 2028 as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

"District" means the Highway 71/291 Partners in Progress Transportation Development District, its successors and assigns.

"Final Written Allocation" means the Final Written Allocation of expenditures prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and **Section 4.2(b)** of this Tax Agreement.

"Financed Facility" means the portion of the Project being financed or refinanced with the proceeds of the Series 2023B Certificates as described on **Exhibit D**.

"Gross Proceeds" means (a) sale proceeds (any amounts actually or constructively received by the City from the sale of the Series 2023B Certificates, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds, other Investment proceeds or transferred proceeds), (c) any amounts held in a sinking fund for the Series 2023B Certificates, (d) any amounts held in a pledged fund or reserve fund for the Series 2023B Certificates, (e) any other replacement proceeds and (f) any transferred proceeds. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

(1) Project Fund.
(2) Certificate Fund.
(3) Rebate Fund (to the extend funded with sale proceeds or investment proceeds of the Series 2023B Certificates).

"Guaranteed Investment Contract" is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

"Indenture" means the Trust Indenture, dated the date of this Tax Agreement, between the City and the Trustee, as amended and supplemented in accordance with the provisions of the Indenture.

"Interest Component" means the portion of each Rental Payment that represents the payment of interest as set forth in the Lease.

"Investment" means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for "specified private activity bonds" as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

"IRS" means the United States Internal Revenue Service.

"Issue Date" means April __, 2023.

"Lease" means the Lease Agreement dated April 1, 2023 between the Trustee, as lessor, and the City, as lessee, as amended and supplemented in accordance with the provisions thereof.

"Management Agreement" means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services), however, are not treated as Management Agreements.

"Measurement Period" means, with respect to each item of property financed as part of the Financed Facility with proceeds of the New Money Portion, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (1) the final maturity date of the Series 2023B Certificates or (2) the end of the expected economic useful life of the property. With respect to each item of property financed as part of the Financed Facility with proceeds of the Original Obligations, the period beginning on the later of (a) the issue date of the Original Obligations or (b) the date the property was and ending on the earlier of (1) the final maturity date of the Series 2023B Certificates or (2) the end of the expected economic useful life of the property.

"Minor Portion" means the lesser of $100,000 or 5% of the sale proceeds of the Series 2023B Certificates.

"Net Proceeds" means when used in reference to the Series 2023B Certificates or the New Money Portion, the sale proceeds of the Series 2023B Certificates (excluding pre-issuance accrued interest), less an allocable share of any proceeds deposited in a reasonably required reserve or replacement fund, plus an allocable share of all Investment earnings on such sale proceeds.

"New Money Portion" means the portion of the Series 2023B Certificates described in **Section 3.6**.

"Non-Qualified Use" means use of Series 2023B Certificate proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Series 2023B Certificate proceeds or the Financed Facility are "used" in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

"Non-Qualified User" means any person or entity other than a Qualified User.

"Opinion of Special Counsel" means the written opinion of Gilmore & Bell, P.C. or other nationally recognized firm of bond counsel. Unless otherwise specifically noted herein an Opinion of Special Counsel must conclude that the action or proposed action or the failure to act or proposed failure to act for which the opinion is required will not adversely affect the exclusion of the Interest Component of Rental Payments on the Series 2023B Certificates from gross income for federal income tax purposes.

"Original Obligations" means the Lease Purchase Agreement between Zion's Bancorporation, N.A. and the City dated February 10, 2021, which was the first issue of tax-exempt governmental obligations that financed or refinanced a portion of the Financed Facility.

"Post-Issuance Tax Requirements" means those requirements related to the use of proceeds of the Series 2023B Certificates, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date of the Series 2023B Certificates.

"Principal Component" means the portion of each Rental Payment that represents the payment of principal as set forth in the Lease.

"Project" means all of the property being acquired, developed, constructed, renovated, and equipped by the City using Series 2023B Certificate proceeds of the New Money Portion, proceeds of the Original Obligations, and Qualified Equity, all as described on **Exhibit D**.

"Project Fund" means the Project Fund established in the custody of the Trustee pursuant to the Indenture.

"Qualified Equity" means funds (but excluding an existing equity ownership interest in real property or tangible personal property) that are not derived from proceeds of a tax-exempt financing that are spent on the Project on a date that is no earlier than a date on which such expenditures would be eligible for reimbursement by proceeds of the Series 2023B Certificates under Regulations § 1.150-2(d)(2) and ending not later than the date the Project is capable of and actually used at substantially its designed level.

"Qualified Use Agreement" means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the City's governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (3) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

"Qualified User" means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

"Rebate Analyst" means Gilmore & Bell, P.C. or any successor Rebate Analyst selected pursuant to this Tax Certificate.

"Refunded Obligations" means a portion of the City's outstanding 2021 Lease scheduled to mature on November 1, 2023 in the amount of $724,200; November 1, 2024 in the amount of $734,000, and November 1, 2025 in the amount of $743,900.

"Refunding Portion" means the sale proceeds of the Series 2023B Certificates identified in **Section 3.6** together with the remaining Gross Proceeds of the Series 2023B Certificates property allocable to the refunding of the Refunded Obligations.

"Regulations" means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Series 2023B Certificates.

"Rental Payments" means the rental payments required under the Lease, which are comprised of a Principal Component and an Interest Component as set forth in the Lease.

"Series 2023A Certificates" means the $25,300,000 principal amount of City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation (Transportation Improvements Project), Series 2023A delivered under the Indenture.

"Series 2023B Certificates" means the $2,580,000 principal amount of City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation (Park Improvements Project), Series 2023B.

"Special Counsel" means Gilmore & Bell, P.C., or any other firm of nationally recognized bond counsel acceptable to the City.

"Tax Agreement" means this Tax Compliance Agreement as it may from time to time be amended and supplemented in accordance with its terms.

"Tax Compliance Procedure" means the City's Tax-Exempt Financing Compliance Procedure, dated May 1, 2012, as it may from time to time be amended.

"Tax-Exempt Bond File" means documents and records for the Series 2023B Certificates, the Refunded Obligations, and the Original Obligations maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

"Transcript" means the Transcript of Proceedings relating to the authorization and issuance of the Series 2023B Certificates.

"Trustee" means UMB Bank, N.A., and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as Trustee under the Indenture.

"Underwriter" means ___________________, original purchaser of the Series 2023B Certificates.

"Yield" means yield on the Series 2023B Certificates, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the City. The City represents and covenants as follows:

(a) *Organization and Authority*. The City (1) is a political subdivision organized and existing under the laws of the State of Missouri, and (2) has lawful power and authority to issue the Series 2023B Certificates and deliver the Lease for the purposes set forth in the Indenture and Lease, to enter into, execute and deliver the Indenture, the Lease, the Series 2023B Certificates, and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Indenture, the Lease, the Series 2023B Certificates, and this Tax Agreement, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Series 2023B Certificates–General Representation and Covenants*.

(1) In order to maintain the exclusion of the Interest Component of Rental Payments represented by the Series 2023B Certificates from gross income for federal income tax purposes, the City (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or permit the use or Investment of, any Series 2023B Certificate proceeds, other money held under the Indenture or the Lease, or other funds of the City, in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, any portion of the Financed Facility in a manner that would cause the Lease or any Series 2023B Certificate to become a "private activity bond" as defined in Code § 141.

(2) The City expects to finance the Project with proceeds of the Series 2023B Certificates and Qualified Equity. For purposes of the covenants in this **Section 2.1** relating to Non-Qualified Use of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity, and then, but only to the extent of any excess Non-Qualified Use, to the portion of the Project financed by the Series 2023B Certificates (that is, the Financed Facility).

(c) *Governmental Obligations–Use of Proceeds*. Except as described on **Schedule 2.1(c)**, throughout the Measurement Period, all of the Financed Facility is expected to be owned by the City or another Qualified User. Throughout the Measurement Period no portion of the Financed Facility is expected to be used in a Non-Qualified Use. Throughout the Measurement Period, the City will not permit any Non-Qualified Use of the Financed Facility without first consulting with Special Counsel.

(d) *Governmental Obligations–Private Security or Payment*. As of the Issue Date the City expects that none of the Rental Payments represented by the Series 2023B Certificates and the payment of principal of and interest on the Refunded Obligations and on all other obligations which directly or indirectly refinanced the Original Obligations has not been (under the terms of the Series 2023B Certificates or any underlying arrangement) directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the City) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the foregoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The City will not permit any private security or payment with respect to the Series 2023B Certificates without first consulting with Special Counsel

(e) *No Private Loan.* Not more than 5% of the Net Proceeds of the Series 2023B Certificates will be loaned directly or indirectly to any Non-Qualified User.

(f) *Management Agreements*. As of the Issue Date the City has no Management Agreements with Non-Qualified Users. During the Measurement Period the City will not enter into or renew any Management Agreement with any Non-Qualified User without first consulting with Special Counsel.

(g) *Leases*. Except for the Lease, which does not give rise to a Non-Qualified Use and the Sublease Agreement between the Issuer and Cass County On Aging, dated March 18, 2003 pertaining to certain usage of the kitchen and recreation room of the Issuer's Community Center (the "Sublease Agreement"), as of the Issue Date, the City has not entered into any leases of any portion of the Financed Facility other than Qualified Use Agreements during the Measurement Period. A current and complete copy of the Sublease Agreement was provided to Special Counsel prior to the Issue Date. During the Measurement Period, the City will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first consulting with Special Counsel.

(h) *Limit on Maturity of Series 2023B Certificates*. A list of the assets included in the Financed Facility and a computation of the "average reasonably expected economic life" is attached to this Tax Agreement as **Exhibit D**. Based on this computation, the "average maturity" of the Series 2023B Certificates, as computed by Special Counsel, does not exceed 120% of the average reasonably expected economic life of the Financed Facility (_________ years). In computing the "average reasonably expected economic life" of the portion of the Financed Facility financed by the Original Obligations the average economic life of the portion of the Financed Facility financed with the Original Obligations was first multiplied by 120%, then reduced by the number of years elapsed from the issue date of the Original Obligations to the Issue Date.

(i) Expenditure *of Series 2023B Certificate Proceeds.*

(1) The City will evidence each allocation of the proceeds of the Series 2023B Certificates and Qualified Equity for the Project to an expenditure in writing. No allocation will be made more than 18 months following the later of (i) the date of the expenditure or (ii) the date the Financed Facility was placed in service.

(2) On __________, 2023, the governing body of the City adopted an ordinance declaring the intent of the City to finance the new money portion of the Project with tax-exempt obligations and to reimburse the City for expenditures made prior to the issuance of the tax-exempt obligations (the "Official Intent Date"). A copy of the ordinance is included in the Transcript. The City will not allocate any proceeds of the Series 2023B Certificates to reimburse any expenditure paid prior to the Issue Date; however, the City reserves the right to allocate Certificate proceeds to reimbursement expenditures at a later date in accordance with the Regulations. No portion of the Net Proceeds of the New Money Portion will be used to reimburse an expenditure paid by the City more than 60 days prior to the date the ordinance was adopted unless the expenditure may be reimbursed for the reasons permitted under Regulations § 1.150-2(f) (for example, issuance costs, de minimis amounts, and preliminary expenditures). In addition, no reimbursement allocation will be made for an expenditure made more than 3 years before the date of the reimbursement allocation.

(j) *Registration Requirement*. The Indenture requires that all of the Series 2023B Certificates will be delivered and held in registered form within the meaning of Code § 149(a).

(k) *No Federally Guaranteed*. The City will not take any action or permit any action to be taken which would cause any portion of the Lease or any certificate to be "federally guaranteed" within the meaning of Code § 149(b).

(l) *IRS Form 8038-G*. Special Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the City contained in this Tax Agreement or otherwise provided by the City. Special Counsel will sign the return as a paid preparer following completion and will then deliver copies to the City for execution and for the City's records. The City agrees to timely execute and return to Special Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the "as-filed" copy along with proof of filing will be included as **Exhibit B**.

(m) *No Hedge Bonds*. At least 85% of the net sale proceeds of the New Money Portion will be used to carry out the governmental purpose of the New Money Portion within three years after the Issue Date, and not more than 50% of the proceeds of the New Money Portion will be invested in Investments having a substantially guaranteed Yield for four years or more. At least 85% of the net sale proceeds of the Original Obligations were used to carry out the governmental purpose of the Original Obligations within three years after the issue date of the Original Obligations, and not more than 50% of the proceeds of the Original Obligations were invested in Investments having a substantially guaranteed Yield for four years or more.

(n) *Compliance with Future Tax Requirements*. The City understands that the Code and the Regulations may impose new or different restrictions and requirements on the City in the future. The City will comply with such future restrictions that are necessary to maintain the exclusion of the Interest Component of the Rental Payments represented by the Series 2023B Certificates from gross income for federal income tax purposes.

(o) *Single Issue; No Other Issues*. The Series 2023B Certificates constitute a single "issue" under Regulations § 1.150-1(c). The Series 2023A Certificates and the Series 2023B Certificates normally would constitute a single "issue" under Regulations § 1.150-1(c) for all purposes. The City has elected pursuant to § 1.150-1(c)(3) to treat the Series 2023A Certificates and the Series 2023B Certificates as separate issues for all purposes other than §§ 141(b)(5), 141(d)(1), 144, 148, 149(d) and 149(g). A separate Tax Compliance Agreement and IRS Form 8038-G are being executed in connection with the issuance of the Series 2023B Certificates.

(p) *Interest Rate Swap.* As of the Issue Date the City has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Series 2023B Certificates. The City will not enter into any such arrangement in the future without first consulting with Special Counsel.

(q) *Guaranteed Investment Contract.* As of the Issue Date, the City does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Series 2023B Certificates. The City will be responsible for complying with **Section 4.4(d)** if it decides to enter into a Guaranteed Investment Contract at a later date.

(r) *No Bank Qualified Tax-Exempt Obligation.* The Series 2023B Certificates are not "qualified tax-exempt obligations" under Code § 265(b)(3).

Section 2.2. Representations and Covenants of the Trustee. The Trustee represents and covenants to the City as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or Opinion of Special Counsel, specifically referencing the Lease and Series 2023B Certificates and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to maintain the exclusion of the Interest Component of the Series 2023B Certificates from gross income for federal income tax purposes.

(b) The Trustee, acting on behalf of the City, may from time to time cause a firm of attorneys, consultants or independent accountants or an Investment banking firm to provide the Trustee with such information as it may request in order to determine all matters relating to (1) the Yield on the Series 2023B Certificates as it relates to any data or conclusions necessary to verify that the Series 2023B Certificates are not "arbitrage bonds" within the meaning of Code § 148, and (2) compliance with arbitrage rebate requirements of Code § 148(f). The City will pay all costs and expenses incurred in connection with supplying the foregoing information.

Section 2.3. Survival of Representations and Covenants. All representations, covenants and certifications of the City and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the City or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the approval and delivery of the Lease and the Series 2023B Certificates, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Lease and Series 2023B Certificates.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the City's expectations as to the sources, uses and investment of Series 2023B Certificate proceeds and other money, in order to support the City's conclusion that the Lease is not an arbitrage bond. The person executing this Tax Agreement on behalf of the City is an officer of the City responsible for executing the Lease and authorizing the Trustee to deliver the Series 2023B Certificates.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this **Article III** are based upon and in reliance upon the City's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the City's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the City set forth in this Tax Agreement are reasonable. The City has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purpose of Financing. The Lease is being executed and the Series 2023B Certificates are being delivered for the purpose of providing funds to (a) finance costs of the new money portion of the Project (b) refund the Refunded Obligations, and (c) pay costs related to the delivery of the Series 2023B Certificates and the refunding of the Refunded Obligations.

Section 3.4. Funds and Accounts. The following funds and accounts have been established under the Indenture for the Series 2023B Certificates:

Project Fund
Certificate Fund
Rebate Fund

Section 3.5. Amount and Use of Series 2023B Certificate Proceeds and Other Money.

(a) *Amount of Series 2023B Certificate Proceeds.* The total proceeds to be received by the City from the sale of the Series 2023B Certificates will be as follows:

Principal Amount	$2,580,000.00
Original Issue Premium	
Underwriting Discount	____)
Total Proceeds Received by City	$

(b) *Use of Series 2023B Certificate Proceeds.* The Series 2023B Certificate proceeds are expected to be allocated to expenditures as follows(1) $____________ will be transferred to the Zion's Bancorporation, N.A. to be applied to accomplish a defeasance of the Refunded Obligations, and to the pay the principal, interest and fees on the Refunded Obligations on May __, 2023 the redemption date of the Refunded Obligations.

(2) $_____________ will be deposited in the Project Fund, of which (1) $_________ will be used to pay costs of issuing and delivering the Series 2023B Certificates and (2) $_________ will be sued to pay costs of the New Money Portion of the Project.

Section 3.6. Multipurpose Issue. [Reserved**].**

Section 3.7. No Advance Refunding. No proceeds of the Series 2023B Certificates will be used more than 90 days following the Issue Date to pay principal or interest on any other debt obligation.

Section 3.8. Current Refunding.

(a) *Proceeds Used For Current Refunding*. Proceeds of the Series 2023B Certificates will be used to pay Rental Payments on the Refunded Obligations. All such proceeds shall be spent not later than 90 days after the Issue Date.

(b) *Transferred Proceeds.* There are no unspent proceeds (sale proceeds, Investment proceeds or transferred proceeds) of the Refunded Obligations. Therefore, there are no transferred proceeds of the Series 2023B Certificates.

Section 3.9. Project Completion New Money Portion. The City has incurred, or will incur within six months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the New Money Portion on the Financed Facility. The completion of the Financed Facility and the allocation of the Net Proceeds of the New Money Portion to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the New Money Portion will be allocated to expenditures on the Financed Facility within three years after the Issue Date.

Section 3.10. Sinking Funds. The City is required to make periodic payments in amounts sufficient to pay the Rental Payments represented by the Series 2023B Certificates. Such payments will be deposited into the Certificate Fund. Except for the Certificate Fund and the Reserve Fund, no sinking fund or other similar fund that is expected to be used to pay Rental Payments represented by the Series 2023B Certificates has been established or is expected to be established. The Certificate Fund is used primarily to achieve a proper matching of revenues with Rental Payments represented by the Series 2023B Certificates within each Certificate Year, and the City expects that the Certificate Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.11. Reserve, Replacement and Pledged Funds.
(a) *Reserve Fund*. No reserve or replacement fund has been established for the Series 2023B Certificates.

(b) *No Other Replacement or Pledged Funds*. None of the Series 2023B Certificate proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that instead has been or will be used to acquire higher yielding Investments. Except for the Certificate Fund and the Reserve Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the Rental Payments represented by the Series 2023B Certificates if the City encounters financial difficulty.

Section 3.12. Purpose Investment Yield. The proceeds of the Series 2023B Certificates will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.13. Issue Price and Yield on Series 2023B Certificates.(a) *Issue Price*. Based on the Underwriter's certifications in the Underwriter's Receipt for Certificates and Closing Certificate, the City hereby elects to establish the issue prices of the Series 2023B Certificates pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "general rule"). Therefore, the aggregate issue price of the Series 2023B Certificates for such purpose is $___________.

(b) *Yield*. Based on the issue price, the Yield on the Series 2023B Certificates is __________%, as computed by Special Counsel as shown on **Exhibit A**. The City has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Series 2023B Certificates.

Section 3.14. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device*. The Lease and the Series 2023B Certificates are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Series 2023B Certificates, together with expected Investment earnings thereon and other money contributed by the City, do not exceed the cost of the governmental purpose of the Lease and the Series 2023B Certificates as described above.

Section 3.15. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the City does not expect that the Series 2023B Certificate proceeds will be used in a manner that would cause any portion of the Lease or any Series 2023B Certificate to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article*. The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Lease is executed and Series 2023B Certificates are delivered. The City recognizes that Interest Component of the Rental Payments represented by the Series 2023B Certificates will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The City further acknowledges that written evidence substantiating the Post-Issuance Tax Requirements must be retained in order to permit the Lease and Series 2023B Certificates to be refinanced with tax-exempt obligations and substantiate the position that Interest Component of the Rental Payments represented by the Series 2023B Certificates is exempt from gross income in the event of an audit of the Lease and Series 2023B Certificates by the IRS.

(b) *Written Policies and Procedures of the City.* The City intends for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Lease and Series 2023B Certificates and to supplement any other formal policies and procedures related to tax compliance that the City has established. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(c) *Bond Compliance Officer.* The City when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participate in any federal income tax audit of the Series 2023B Certificates or related proceedings under a voluntary compliance agreement program (VCAP) or undertake a remedial action procedure pursuant to Regulations §§ 1.141-12. In each case, all costs and expenses incurred by the City shall be treated as a reasonable cost of administering the Series 2023B Certificates and the City shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Indenture or State law.

Section 4.2. Record Keeping; Use of Series 2023B Certificate Proceeds and Use of Financed Facility.

(a) *Record Keeping*. The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Series 2023B Certificates in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in advice or a written Opinion of Special Counsel or to the extent otherwise provided in this Tax Agreement, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Series 2023B Certificates or (2) any obligation issued to refund the Series 2023B Certificates. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (i) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (ii) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (iii) exhibit a high degree of legibility and readability both electronically and in hardcopy, (iv) provide support for other books and records of the City and (v) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the City's premises.

(b) *Accounting and Allocation of Series 2023B Certificate Proceeds and Qualified Equity to Expenditures*. The Bond Compliance Officer will account for the investment and expenditure of Series 2023B Certificate proceeds in the level of detail required by the Tax Compliance Procedure. The Bond Compliance Officer will supplement the expected allocation of New Money Portion proceeds and Qualified Equity to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure. A sample form of Final Written Allocation is attached as **Exhibit F**. Proceeds of the Refunding Portion will be used as described in **Sections 3.5, 3.7** and **3.8**. The Bond Compliance Officer will maintain accounting records showing the investment and expenditure of this money as part of the Tax-Exempt Bond File. The Bond Compliance Officer has prepared written substantiation records of the allocation of proceeds of the Original Obligations to the appliable portion of the Project. This allocation is summarized on **Exhibit D** and is intended to constitute the Final Written Allocation for the Original Obligations.

(c) *Annual Compliance Checklist*. Attached as **Exhibit E** is a sample Annual Compliance Checklist for the Series 2023B Certificates. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Facility at least annually in accordance with the Tax Compliance Procedure. If the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Bond Compliance Officer will take the actions identified in advice of Special Counsel or as described in the Tax Compliance Procedure to correct any deficiency.

(d) *Opinions of Special Counsel*. The Bond Compliance Officer is responsible for obtaining and delivering to the City and the Trustee any advice or Opinion of Special Counsel required under the provisions of this Tax Agreement, including any advice or Opinion of Special Counsel required by this Tax Agreement or the Annual Compliance Checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the City will not invest Gross Proceeds at a Yield greater than the Yield on the Series 2023B Certificates(a) *Project Fund*. Series 2023B Certificate proceeds deposited in the Project Fund or used to pay costs of issuing the Series 2023B Certificates and delivering the Lease and investment earnings on those proceeds may be invested without Yield restriction for up to 3 years following the Issue Date. If any unspent proceeds remain in the Project Fund after 3 years, those amounts may continue to be invested without Yield restriction so long as the City pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Series 2023B Certificates are exempt from the arbitrage rebate requirements of Code § 148.

(b) *Proceeds Allocable to Current Refunding*. Certificate proceeds allocable to a current refunding of the Refunded Obligations (see **Section 3.8**) may be invested without Yield restriction for up to 90 days after the Issue Date.

(c) *Certificate Fund*. To the extent that the Certificate Fund qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.

(c) *Minor Portion*. In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Fair Market Value.

(a) *General*. No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market*. Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit*. The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts*. The City is applying Regulations § 1.148-5(d)(6)(iii)(A) to the Series 2023B Certificates. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) <u>Bona Fide Solicitation for Bids</u>. The City or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(i) The bid specifications are in writing and are timely forwarded to potential providers.

(ii) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(iii) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (A) that the potential provider did not consult with any other potential provider about its bid, (B) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City, the Trustee, or any other person (whether or not in connection with the bond issue), and (C) that the bid is not being submitted solely as a courtesy to the City, the Trustee, or any other person, for purposes of satisfying the requirements of the Regulations.

(iv) The terms of the bid specifications are "commercially reasonable." A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.

(v) The terms of the solicitation take into account the City's reasonably expected deposit and draw-down schedule for the amounts to be invested.

(vi) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (*i.e.*, a last look) before providing a bid.

(vii) At least three "reasonably competitive providers" are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) <u>Bids Received</u>. The bids received must meet all of the following requirements:

(i) At least three bids are received from providers that were solicited as described above and that do not have a "material financial interest" in the issue. For this purpose, (A) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (B) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (C) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(ii) At least one of the three bids received is from a reasonably competitive provider, as defined above.

(iii) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) <u>Winning Bid</u>. The winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The City and the Trustee retain the following records with the Series 2023B Certificate documents until three years after the last outstanding Series 2023B Certificate is redeemed(i) A copy of the Guaranteed Investment Contract.

(ii) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the City or the Trustee, and the certification as to fees paid, described in paragraph (d)(4) above.

(iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(iv) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least three bids on the Investment must be received from persons with no financial interest in the Series 2023B Certificates (*e.g.*, as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.

(a) *General.* A portion of the Gross Proceeds of the Series 2023B Certificates may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Series 2023B Certificates and will not otherwise affect the application of the Investment limitations described in **Section 4.3**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.6** applies even if a portion of the gross proceeds of the Series 2023B Certificates is exempt from the rebate requirement. To the extent all or a portion of the Series 2023B Certificates is exempt from rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.6**. The Issuer may defer the final rebate Computation Date and the payment of rebate for the Series 2023B Certificates to the extent permitted by Regulations § 1.148-7(b)(1) and § 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) *Applicable Spending Exceptions*.

(1) The City expect that at least 75% of the Available Construction Proceeds will be used for construction or rehabilitation expenditures for property owned by the City. The City expects to earn approximately $__________ in Investment earnings on the Series 2023B Certificates proceeds in the Project Fund

(2) The following optional rebate spending exceptions can apply to the New Money Portion, the Refunding Portion, and the transferred proceeds of the Refunded Obligations:

New Money Portion
(i) 6-month Exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c))
(ii) 18-month Exception (Regulations § 1.148-7(d)).
(iii) 2-year Exception (Code § 148(f)(4)(C) and Regulations § 1.148-7(e)).

Refunding Portion
6-month Exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).

Transferred proceeds of the Refunded Obligations
6, 18, or 24-month Exception (Regulations § 1.148-7(b)(1)(i)).

(c) *Special Elections Made with Respect to Spending Exception Elections.* No special elections are being made in connection with the application of the spending exceptions.

(d) *Bona Fide Debt Service Fund.* To the extent that the Certificate Fund qualifies as a Bona Fide Debt Service Fund, Investment earnings in the account cannot be taken into account in computing arbitrage rebate.

(e) *Documenting Application of Spending Exception.* At any time prior to the first Computation Date, the City may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the City must continue to comply with **Section 4.6** hereof.

(f) *General Requirements for Spending Exception.* The following general requirements apply in determining whether a spending exception is met.

(1) Using Adjusted Gross Proceeds or Available Construction Proceeds to pay principal of any Series 2023B Certificates is not taken into account as expenditure for purposes of meeting any of the spending tests.

(2) The six-month spending exception generally is met if all Adjusted Gross Proceeds of the New Money Portion or the Refunding Portion, as applicable are spent within six months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial six-month period, so long as this amount is spent within one year of the Issue Date

(3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the New Money Portion are spent in accordance with the following schedule:

Time Period After the Issue Date	**Minimum Percentage of Adjusted Gross Proceeds Spent**
6 months	15%
12 months	60%
18 months (Final)	100%

(4) The 2-year spending exception generally is met if all Available Construction Proceeds are spent in accordance with the following schedule:

Time Period After the Issue Date	**Minimum Percentage of Available Construction Proceeds Spent**
6 months	10%
12 months	45%
18 months	75%
24 months (Final)	100%

(5) For purposes of applying the 18-month and 2 year spending exceptions only, the failure to satisfy the **final** spending requirement is disregarded if the Issuer uses due diligence to complete the Financed Facility and the failure does not exceed the lesser of 3% of the aggregate issue price the New Money Portion or $250,000. **No such exception applies for any other spending period.**

(6) For purposes of applying the 18-month and 2 year spending exceptions only, the Bonds meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 30 months (in the case of the 18-month exception) or 3 years (in the case of the 2 year spending test) after the Issue Date.

(7) Spending exceptions may be applied separately to the New Money Portion and the Refunding Portion of the Bonds.

Section 4.6. Computation and Payment of Arbitrage Rebate.

(a) *Rebate Fund*. The Trustee will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Agreement. Any Investment earnings derived from the Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.

(b) *Computation of Rebate Amount*. The Trustee will provide the Rebate Analyst Investment reports relating to each fund held by the Trustee that contains Gross Proceeds of the Bonds at such times as reports are provided to the Issuer, and not later than ten days following each Computation Date. The Issuer will provide the Rebate Analyst with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Trustee annually as of the end of each Certificate Year and not later than ten days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Trustee and the Issuer together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is less than the arbitrage rebate due, the Issuer will, within 55 days after such Computation Date, pay to the Trustee the amount of the deficiency for deposit into the Rebate Fund. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is greater than the Rebate Amount, the Trustee will transfer such surplus in the Rebate Fund to the Certificate Fund. After the final Computation Date or at any other time if the Rebate Analyst has advised the Trustee, any money left in the Rebate Fund will be paid to the Issuer and may be used for any purpose not prohibited by law.

(c) *Rebate Payments*. Within 60 days after each Computation Date, the Trustee must pay (but solely from money in the Rebate Fund or provided by the Issuer) to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

Section 4.7. Successor Rebate Analyst. If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the City desires that a different firm act as the Rebate Analyst, then the City by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Agreement, will engage a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder. In the event the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason and the City fails to appoint a qualified successor Rebate Analyst within thirty (30) days following notice of such resignation then the Trustee will appoint a firm to act as the successor Rebate Analyst.

Section 4.8. Filing Requirements. The Trustee and the City will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with advice of Special Counsel.

Section 4.9. Survival after Defeasance. Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Series 2023B Certificates.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement will be effective concurrently with the issuance and delivery of the Series 2023B Certificates and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Series 2023B Certificates have been fully paid and all such Series 2023B Certificates are cancelled; provided that, the provisions of **Article IV** of this Tax Agreement regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the Series 2023B Certificate holders, but only if such amendment is in writing and is accompanied by an Opinion of Special Counsel to the effect that, under then existing law, assuming compliance with this Tax Agreement as so amended such amendment will not cause the Interest Component of the Rental Payments on any Series 2023B Certificate to be included in gross income for federal income tax purposes. No such amendment will become effective until the City and the Trustee receive this Opinion of Special Counsel.

Section 5.3. Opinion of Special Counsel. The City and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Special Counsel addressed to each of them to the effect that the proposed deviation will not adversely affect the exclusion of Interest Component of the Rental Payments represented by the Series 2023B Certificates from gross income for federal income tax purposes. The City and the Trustee will comply with any further or different instructions provided in an Opinion of Special Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Series 2023B Certificates or the exclusion from gross income of Interest Component of the Rental Payments.

Section 5.4. Reliance. In delivering this Tax Agreement the City and the Trustee are making only those certifications, representations and agreements as are specifically attributed to them in this Tax Agreement. Neither the City nor the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Agreement and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The parties to this Tax Agreement understand that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Series 2023B Certificates and the exclusion from federal gross income of the Interest Component of the Rental Payments.

Section 5.5. Severability. If any provision in this Tax Agreement or in the Series 2023B Certificates is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Agreement is binding upon the City and the Trustee and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Series 2023B Certificates. Nothing in this Tax Agreement or in the Indenture or the Series 2023B Certificates, express or implied, gives to any person, other than the parties to this Tax Agreement and their successors and assigns, and the owners of the Series 2023B Certificates, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement.

Section 5.7. Default; Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement may be pursued by the Series 2023B Certificate holder or the other party or parties to this Tax Agreement pursuant to the terms of the Indenture or any other document which references this Tax Agreement and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

Section 5.10. Electronic Transactions. The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be sent, received and stored, by electronic means.

[Remainder of this page intentionally left blank.]

The parties to this Tax Agreement have caused this Tax Agreement to be duly executed by their duly authorized officers as of the Issue Date of the Series 2023B Certificates.

CITY OF HARRISONVILLE, MISSOURI

By: ____
Title: Mayor

UMB BANK, N.A., as Trustee

By: ____

Title:

EXHIBIT A

SCHEDULE OF RENTAL PAYMENTS AND PROOF OF YIELD

EXHIBIT B

IRS FORM 8038-G

EXHIBIT C

RESOLUTION OF OFFICIAL INTENT

EXHIBIT D

DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITY

Description	Year Placed in Service	Estimated Useful Life	Total Cost	Amount Financed From Series 2023B Certificates

EXHIBIT E

SAMPLE
ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt Certificates financing Financed Asset:	**Refunding and Improvement Certificates of Participation (Park Improvements Project), Series 2023B**
Issue Date of Series 2023B Certificates:	**April __, 2023**
Placed in service date of Financed Facility:	
Name of Bond Compliance Officer:	
Period covered by request ("Annual Period"):	

Item	Question	Response
1 **Ownership**	Was the entire Financed Facility owned by the City during the entire Annual Period?	☐ Yes ☐ No
	If answer above was "No," was advice of Special Counsel obtained prior to the transfer? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Special Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
2 **Leases & Other Rights to Possession**	During the Annual Period, was any part of the Financed Facility leased at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was "Yes," was advice of Special Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Special Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Facility (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was "Yes," was advice of Special Counsel obtained prior to entering into the management agreement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Special Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Facility?	☐ Yes ☐ No
	If answer above was "Yes," was advice of Special Counsel obtained prior to entering into the agreement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Special Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
5 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	☐ Yes ☐ No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
6 Continuing Disclosure Filings	Did the City file its annual report (including audited financial statements and any other financial information and operating data required for the Series 2023B Certificates) with the MSRB on EMMA by the filing deadline?	☐ Yes ☐ No
	If No, file the appropriate failure to file notice required for the Series 2023B Certificates with the MSRB on EMMA. In addition, contact Special Counsel and file the deficient material with the MSRB on EMMA and include a description of the reason for the delay in the Tax-Exempt Bond File.	

Bond Compliance Officer: ____________________________

Date Completed: ____________________________

EXHIBIT F

SAMPLE FINAL WRITTEN ALLOCATION

City of Harrisonville, Missouri
Refunding and Improvement Certificates of Participation
(Park Improvements Project)
Series 2023B

Final Written Allocation

The undersigned is the Bond Compliance Officer of the City of Harrisonville, Missouri (the "City") and in that capacity is authorized to execute federal income tax returns required to be filed by the City and to make appropriate elections and designations regarding federal income tax matters on behalf of the City. This allocation of the proceeds of the bond issue referenced above (the "Series 2023B Certificates") is necessary for the City to satisfy ongoing reporting and compliance requirements under federal income tax laws. Except as otherwise provided in this Final Written Allocation, capitalized words and terms used herein have the same meanings as set forth in the Tax Compliance Agreement, dated as April 1, 2023, entered into with respect to the Series 2023B Certificates.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Series 2023AB Certificate proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the "Code"). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the City or, if later, the date the "project" was "placed in service" (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Series 2023B Certificates.

Background. The Lease was executed and the Series 2023B Certificates were delivered on April __, 2023 (the "Issue Date"), by the City of Harrisonville, Missouri (the "City") pursuant to a Trust Indenture dated April 1, 2023 between the City and UMB Bank, N.A. (the "Trustee"), as trustee. The Series 2023A Certificates were delivered in order to (1) provide funds needed pay costs of acquiring, constructing, reconstructing, remodeling, equipping, furnishing and otherwise improving park improvements, (2) refund the Refunded Obligations, and (3) pay costs of issuing and delivering the Series 2023B Certificates and the refunding of the Refunded Obligations. The Series 2023B Certificates were issued pursuant to an Ordinance of the City. Proceeds of the Series 2023B Certificates were deposited to the following accounts:

Project Fund

Sources Used to Fund Project Costs and Allocation of Proceeds to Project Costs. A portion of the costs of the Project was paid from sale proceeds of the Series 2023B Certificates and the remaining portion of the costs of the Project was paid from earnings from the investment of bond sale proceeds and from other money of the City as shown on **Schedule 1** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Project financed from Series 2023B Certificate proceeds (i.e., the "Financed Facility" referenced in the Tax Compliance Agreement) are listed on page 1 of **Schedule 2** to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the City allocates the proceeds of the Series 2023B Certificates to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the City for an amount it had previously paid or incurred. Amounts received from the sale of the Series 2023B Certificates and retained as underwriters discount are allocated to that purpose and spent on the Issue Date. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Series 2023B Certificates.

Placed In Service. The Project was "placed in service" on the date set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be "placed in service" as of the date on which, based on all the facts and circumstances: (a) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (b) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The City reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

CITY OF HARRISONVILLE, MISSOURI

____
By: ____________________
Title: ____________________

Dated: ____________________

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:
____
Date of Review: ____

SCHEDULE 1
TO FINAL WRITTEN ALLOCATION

ALLOCATION OF SOURCES AND USES

SCHEDULE 2
TO FINAL WRITTEN ALLOCATION

IDENTIFICATION OF FINANCED ASSETS
&
DETAILED LISTING OF EXPENDITURES

NEW ISSUE—BOOK-ENTRY
NOT BANK QUALIFIED

S&P RATING: __
See "RATING" her

*In the opinion of Gilmore & Bell, P.C., Special Counsel to the City under existing law and assuming continued compliance with certain requireme of the Internal Revenue Code of 1986, as amended (the "Code"), the Interest Component of Rental Payments paid by the City under the hereinafter-defi Lease and distributed to the Owners of the Series 2023 Certificates (including any original issue discount properly allocable to an Owner thereof) (1, excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax and is exempt from income taxation by the State of Missouri. The City's obligation to pay Rental Payments under the Lease is not a "qualified tax-exe obligation" within the meaning of Section 265(b)(3) of the Code. Special Counsel notes that for tax years beginning after December 31, 2022, interest on Series 2023 Certificates may be included in adjusted financial statement income applicable corporations for purposes of determining the applicability c amount of the federal corporate alternative minimum tax. See "**TAX MATTERS**" in this Official Statement.*

$27,880,000*
CITY OF HARRISONVILLE, MISSOURI
REFUNDING AND IMPROVEMENT CERTIFICATES OF PARTICIPATION
SERIES 2023

consisting of the following:

$25,300,000*
City of Harrisonville, Missouri
Refunding and Improvement Certificates of Participation
(Transportation Improvements Project)
Series 2023A

$2,580,000*
City of Harrisonville, Missouri
Refunding and Improvement Certificates of Participatio
(Park Improvements Project)
Series 2023B

Dated: Date of Delivery

Due: March 1, as shown on the inside co

The Series 2023 Certificates represent undivided, proportionate interests in Rental Payments (the "Rental Payments") to be paid the City of Harrisonville, Missouri (the "City"), under an annually renewable Lease Agreement dated as of April 1, 2023 (the "Lease") betw the City, as lessee, and UMB Bank, N.A., Kansas City, Missouri, as lessor (the "Trustee"). The Certificates are being delivered pursuant t Trust Indenture dated as of April 1, 2023 (the "Indenture"), executed by the Trustee and the City.

The Series 2023 Certificates will be delivered as fully-registered certificates in the denomination of $5,000 or any integral multi thereof, and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC Individual purchases of interests in the Series 2023 Certificates will be made in book-entry form only. Purchasers of such interests (the "Benefic Owners") will not receive certificates representing their interests in the Certificates. So long as Cede & Co., as nominee of DTC, is the owner the Series 2023 Certificates, references herein to the owners or registered owners mean Cede & Co., as aforesaid, and do not mean the Benefic Owners of the Series 2023 Certificates. Principal Component and prepayment premium, if any, will be payable annually on March 1, beginn on March 1, 2024. Interest Components will be payable semiannually on March 1 and September 1, beginning on September 1, 2023, by che or draft mailed (or by electronic transfer in certain circumstances described herein) to the persons who are the registered owners of the Series 20 Certificates as of the close of business on the 15th day of the month preceding the applicable interest payment date.

The Series 2023 Certificates will be payable solely from the Rental Payments under the Lease and certain money held by the Trus under the Indenture. See the caption "**SECURITY FOR THE CERTIFICATES**" herein. **The obligation to make Rental Payments do not create a general obligation or other indebtedness of the City within the meaning of any constitutional or statutory debt limitati or restriction. Neither the execution of the Lease nor the delivery of the Series 2023 Certificates obligates the City to levy any form taxation therefor or to make any appropriation for their payment in any year subsequent to a year in which the Lease is in effect.**

The Series 2023 Certificates are subject to prepayment prior to their stated payment dates as described herein.

This cover page contains certain information for quick reference only and is not a summary of this transaction. Investors must re the entire Official Statement, including the section entitled **"RISK FACTORS AND INVESTMENT CONSIDERATIONS,"** to obt information essential to the making of an informed investment decision.

The Series 2023 Certificates are offered when, as and if issued, subject to the approval of legality by Gilmore & Bell, P.C., Kansas C Missouri, Special Counsel, and certain other conditions. Certain legal matters related to this Official Statement will be passed upon by Gilmore Bell, P.C., Kansas City, Missouri. It is expected that the Series 2023Certificates will be available for delivery through the facilities of The Deposit Trust Company in New York, New York, on or about April __, 2023.

[UNDERWRITER LOGO]

The date of this Official Statement is April __, 2023.

* Preliminary; subject to change.

$27,880,000
CITY OF HARRISONVILLE, MISSOURI
REFUNDING AND IMPROVEMENT CERTIFICATES OF PARTICIPATION
SERIES 2023

consisting of the following:

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City of Harrisonville, Missouri
Refunding and Improvement
Certificates of Participation
(Transportation Improvements Project)
Series 2023A

$2,580,000
City of Harrisonville, Missouri
Refunding and Improvement
Certificates of Participation
(Park Improvements Project)
Series 2023B

MATURITY SCHEDULE*

SERIES 2023A SERIAL CERTIFICATES

Due (March 1)	Principal Component	Interest Rate	Price	CUSIP
2024	$215,000	%	%	
2025	240,000			
2026	260,000			
2027	285,000			
2028	315,000			
2029	340,000			
2030	370,000			
2031	405,000			
2032	435,000			
2033	470,000			
2034	510,000			
2035	550,000			
2036	595,000			
2037	645,000			
2038	695,000			
2039	745,000			
2040	805,000			
2041	865,000			
2042	925,000			
2043	995,000			
2044	1,065,000			
2045	1,140,000			
2046	1,220,000			
2047	1,305,000			
2048	1,395,000			
2049	1,490,000			
2050	1,590,000			
2051	1,695,000			
2052	1,810,000			
2053	1,925,000			

SERIES 2023B SERIAL CERTIFICATES

Due (March 1)	Principal Component	Interest Rate	Price	CUSIP
2024	$215,000	%	%	
2025	225,000			
2026	235,000			
2027	240,000			
2028	250,000			
2029	260,000			
2030	270,000			
2031	280,000			
2032	295,000			
2033	310,000			

CITY OF HARRISONVILLE, MISSOURI

300 E. Pearl Street
Harrisonville, Missouri 64701

Elected Officials

Judy Bowman, *Mayor*
Gary Davidson, *Alderman*
David Doerhoff, *Alderman*
Sandy Franklin, *Alderwoman*
Bill Mills, *Alderman*
Marcia Milner, *Alderwoman*
Judy Reece, *Alderwoman*
Matt Turner, *Alderman*
Mike Zaring, *Alderman*

City Administration

Brad Ratliff, *City Administrator*
Daniel Barnett, *City Clerk*
Kim Hubbard, *Finance Manager*

SPECIAL COUNSEL AND DISCLOSURE COUNSEL

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

FINANCIAL ADVISOR

McLiney And Company, a division of SAMCO Capital Markets, Inc.
Mission, Kansas

TRUSTEE

UMB Bank, N.A.
Kansas City, Missouri

REGARDING USE OF THIS OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized by the City, the Financial Advisor, or the Underwriter to give any information or to make any representations with respect to the Series 2023 Certificates other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2023 Certificates by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been furnished by the City and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, by the Underwriter. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of that information.

In connection with this offering, the Underwriter may overallot or effect transactions that stabilize or maintain the market price of the Series 2023 Certificates at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Series 2023 Certificates have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended, or under any state securities or "blue sky" laws. The Series 2023 Certificates are offered pursuant to an exemption from registration with the Securities and Exchange Commission.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

Certain statements included in or incorporated by reference in this Official Statement that are not purely historical are "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended, and reflect the City's current expectations, hopes, intentions or strategies regarding the future. Such statements may be identifiable by the terminology used such as "plan," "expect," "estimate," "budget," "intend" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. INCLUDED IN SUCH RISKS AND UNCERTAINTIES ARE (1) THOSE RELATING TO THE POSSIBLE INVALIDITY OF THE UNDERLYING ASSUMPTIONS AND ESTIMATES, (2) POSSIBLE CHANGES OR DEVELOPMENTS IN SOCIAL, ECONOMIC, BUSINESS, INDUSTRY, MARKET, LEGAL AND REGULATORY CIRCUMSTANCES, AND (3) CONDITIONS AND ACTIONS TAKEN OR OMITTED TO BE TAKEN BY THIRD PARTIES, INCLUDING CUSTOMERS, SUPPLIERS, BUSINESS PARTNERS AND COMPETITORS, AND LEGISLATIVE, JUDICIAL AND OTHER GOVERNMENTAL AUTHORITIES AND OFFICIALS. ASSUMPTIONS RELATED TO THE FOREGOING INVOLVE JUDGMENTS WITH RESPECT TO, AMONG OTHER THINGS, FUTURE ECONOMIC, COMPETITIVE AND MARKET CONDITIONS AND FUTURE BUSINESS DECISIONS, ALL OF WHICH ARE DIFFICULT OR IMPOSSIBLE TO PREDICT ACCURATELY. FOR THESE REASONS, THERE CAN BE NO ASSURANCE THAT THE FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENT WILL PROVE TO BE ACCURATE. UNDUE RELIANCE SHOULD NOT BE PLACED ON FORWARD-LOOKING STATEMENTS. ALL FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENT ARE BASED ON INFORMATION AVAILABLE TO THE CITY ON THE DATE HEREOF, AND THE CITY ASSUMES NO OBLIGATION TO UPDATE ANY SUCH FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR OR FAIL TO OCCUR, OTHER THAN AS SET FORTH IN **APPENDIX D**.

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OFFICIAL STATEMENT

$27,880,000*
CITY OF HARRISONVILLE, MISSOURI
REFUNDING AND IMPROVEMENT CERTIFICATES OF PARTICIPATION
SERIES 2023

consisting of the following:

$25,300,000*
City of Harrisonville, Missouri
Refunding and Improvement
Certificates of Participation
(Transportation Improvements Project)
Series 2023A

$2,580,000*
City of Harrisonville, Missouri
Refunding and Improvement
Certificates of Participation
(Park Improvements Project)
Series 2023B

INTRODUCTION

The following introductory information is subject in all respects to more complete information contained elsewhere in this Official Statement. The order and placement of materials in this Official Statement, including the appendices hereto, are not to be deemed to be a determination of relevance, materiality or relative importance, and this Official Statement, including the cover page and appendices, should be considered in its entirety. The offering of the Series 2023 Certificates to potential investors is made only by means of the entire Official Statement.

General

This Official Statement, including the cover page and appendices hereto (the "Official Statement"), is furnished to prospective purchasers in connection with the offering and sale of $27,880,000* aggregate principal amount Certificates of Participation consisting of the City's Refunding and Improvement Certificates of Participation (Transportation Improvements Project), Series 2023A (the "Series 2023A Certificates") in the principal amount of $25,300,000 and the City's Refunding and Improvement Certificates of Participation (Park Improvements Project), Series 2023B (the "Series 2023B Certificates," and together with the Series 2023A Certificates, the "Series 2023 Certificates"). The Series 2023 Certificates represent undivided proportionate interests of the owners thereof (the "Owners") in rental payments (the "Rental Payments") to be made by the City of Harrisonville, Missouri (the "City"), pursuant to a Lease Agreement dated as of April 1, 2023 (the "Lease"), between UMB Bank, N.A. (the "Trustee"), as lessor, and the City, as lessee.

In the Lease, the Trustee will lease to the City certain personal property, including transportation improvements (the "TDD Property") and park improvements (the "Park Property," and together with the TDD Property, the "Property"). The City will also be financing improvements to the City's community center with proceeds of the Series 2023B Certificates (the "Community Center Projects"), but these improvements will be specifically excluded from the Property that is subject to the Lease.

The Series 2023 Certificates are being delivered pursuant to a Trust Indenture dated as of April 1, 2023 (the "Indenture") between the Trustee and the City, for the purpose of providing funds (1) to pay costs of acquiring, constructing, reconstructing, remodeling, equipping, furnishing and otherwise improving the Property and the Community Center Projects, (2) to refund the Highway 71/291 Partners in Progress Transportation Development District Transportation Sales Tax Revenue Bonds (Interstate 49/Highway 291 Interchange Project), Series 2014 (the "Refunded Bonds") and a portion of the City's Lease Purchase Agreement dated as of

* Preliminary, subject to change.

February 10, 2021 with Zion's Bancorporation, N.A. (the "2021 Lease"), and (3) to pay the incidental costs of executing and delivering the Series 2023 Certificates and refunding the Refunded Bonds and a portion of the 2021 Lease. See **"PLAN OF FINANCING."**

The City

The City is a municipal corporation and a fourth-class city organized and existing under the laws of the State of Missouri (the "State"). The City was established in 1837 and incorporated in 1851. It is located in west central Missouri and is the county seat of Cass County. It is located approximately 33 miles south of the City of Kansas City, Missouri. The total area of the City is approximately 8.7 square miles (5,568 acres), and the current population as of the 2020 Census is 10,121. See **"THE CITY"** herein and ***Appendix A*** hereto.

The District

The Highway 71/291 Partners in Progress Transportation Development District (the "District") is a transportation development district and a political subdivision of the State of Missouri, formed pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended (the "TDD Act"). It is located in the City, and the District has an area of approximately 181 acres, includes approximately 81 businesses and was formed for the purpose of funding and constructing transportation related improvements.

The TDD Act permits the District to impose a sales tax within its boundaries and issue revenue bonds payable from such sales tax to pay all or any part of the cost of a "project" under the TDD Act. The qualified voters in the District originally approved the imposition of a district-wide sales tax at a maximum rate of 1.0% for a period of up to a maximum of twenty years from the date on which such tax was imposed. The District adopted a resolution on March 11, 2009, imposing a sales tax pursuant to such voter approval and the TDD Act at a rate of 1.0% on all retail sales made in the District which are subject to taxation pursuant to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, with certain exceptions listed in the TDD Act (the "TDD Sales Tax"). The exceptions include sale or use of motor vehicles, trailers, boats or outboard motors, sale of electricity or electrical current, water and gas, natural or artificial, and sales of service to telephone subscribers, whether local or long distance. The TDD Sales Tax became effective on August 1, 2009. Initially, the TDD Sales Tax was imposed for a period not to exceed twenty years (until July 31, 2029). On September 3, 2014, the District adopted a resolution to extend the TDD Sales Tax for an additional five years (until July 31, 2034), and this extension was approved by voters on April 28, 2015. On August 4, 2022, the District adopted a resolution to extend the TDD Sales Tax for an additional twenty-four years, and it was approved by voters on January 3, 2023. The TDD Sales Tax is in effect until July 31, 2058. See the caption "**THE DISTRICT**" herein and ***Appendix A*** hereto.

Pursuant to the Second Amended and Restated Cooperative Agreement, dated October 30, 2012 (the "Cooperative Agreement"), between the District and the City, the City has agreed, among other things, to administer and account for the TDD Sales Tax on behalf of the District and to assist the District in enforcing collections of the TDD Sales Tax. Further, the City and the District entered into a Financing Agreement dated April 1, 2023 (the "Financing Agreement") for the purpose of providing funds to pay the Interest Components and Principal Components due on the Series 2023A Certificates from a portion of the revenues generated by the TDD Sales Tax (revenues generated by the TDD Sales Tax being referred to as the "Transportation Development District Sales Tax Revenues" or the "TDD Sales Tax Revenues"). See the section herein captioned **"THE DISTRICT – The Cooperative Agreement and Financing Agreement."**

The Financing Documents

Proceeds of the Series 2023 Certificates will be used to finance the Property and the Community Center Projects, which the City has agreed consist of personal property. The Trustee, as lessor, will lease the Property to the City, as lessee, pursuant to the Lease for an Original Term commencing on the date of delivery of the

Series 2023 Certificates and terminating on December 31, 2023 (the "Original Term"), the last day of the City's current Fiscal Year. Subject to annual renewal and budget appropriations at the option of the City, the Trustee will continue to lease the Property for subsequent one-year renewal terms (the "Renewal Terms"), provided that the final Renewal Term will not extend beyond December 31, 2053*. The City is authorized to enter into the Lease pursuant to an ordinance adopted by the City's Board of Aldermen (the "Ordinance").

Additionally, the City and the District will enter into the Financing Agreement wherein the District agrees, subject to annual appropriation by the District, to the transfer of all Net Revenues (defined below) for application under the Indenture (including the payment of debt service on the Series 2023A Certificates) on the tenth day of each month (or the next business day thereafter if the tenth day is not a business day) (the "Net Revenue Transfers"). **"Net Revenues"** means, to the extent annually appropriated by the District for payment to the Trustee pursuant to the provisions of the Financing Agreement, all moneys collected by the City from the Missouri Department of Revenue on behalf of the District as a result of the TDD Sales Tax pursuant to the Cooperative Agreement for deposit in the Transportation Development District Sales Tax Trust Fund (including investment earnings on amounts so deposited), less (1) 1.0% of the Transportation Development District Sales Tax Revenues, which the City will retain as the cost of administering the TDD Sales Tax, (2) the amount necessary to establish or maintain the balance in the TDD Sales Tax Enforcement Account at $1,000, not to exceed a total of $1,000 for each fiscal year, (3) an amount not to exceed the District Operating Expenses, and (4) any additional amounts necessary to enforce collections of the TDD Sales Tax in compliance with the Financing Agreement and the Cooperative Agreement. Net Revenues do not include (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, and (ii) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum. For more information on the District's revenues for the fiscal year ended December 31, 2021, see the District's unaudited financial statements contained in ***Appendix B*** attached hereto. The Series 2023B Certificates are not payable from Net Revenues. See "**Section 6.01. Establishment of Funds; Transfer of Net Revenues**" and "**Section 6.07. Revenue Fund**" in the "**FORM OF INDENTURE**" in ***Appendix C*** attached hereto for a description of the Net Revenue Transfers and the application of Net Revenues under the Indenture.

The Series 2023 Certificates are being executed and delivered pursuant to the Indenture. Neither the Series 2023 Certificates nor the Rental Payments are obligations of the Trustee, and the Trustee has no liability or obligation under or with respect to the Series 2023 Certificates or the Rental Payments.

Under the Indenture, the Trustee will hold all of its estate, right, title and interest in the Lease, as well as the funds and revenues held by the Trustee under the terms of the Indenture, for the benefit of the Owners of the Series 2023 Certificates, *provided that* the Owners of the Series 2023B Certificates shall have no interest in the Net Revenues or any of the the following funds established under the Indenture: the Revenue Fund, the Compliance Fund or the Surplus Fund. For descriptions of the funds established in the Indenture, see "**Section 6.01. Establishment of Funds**" in the "**FORM OF INDENTURE**" in ***Appendix C*** attached hereto. No amount in any fund or account established for a particular series of Certificates shall be applied with respect to any other series of Certificates. The Indenture provides for the future delivery of additional certificates (the "Additional Certificates" and, together with the Series 2023 Certificates, the "Certificates") which, if delivered, will rank on a parity with the Series 2023 Certificates and any other Certificates then-Outstanding under the Indenture, except as described in the Indenture. See **"ADDITIONAL CERTIFICATES."**

See "**FORM OF INDENTURE, LEASE AGREEMENT, AND FINANCING AGREEMENT**" in ***Appendix C*** attached hereto for forms of the Indenture, Lease and Financing Agreement.

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* Preliminary, subject to change.

Limited Obligations

The Series 2023 Certificates will be payable solely from the Rental Payments to be paid by the City under the Lease for use of the Property, from certain proceeds of insurance policies or condemnation awards, from moneys in certain funds held by the Trustee (including interest earnings on), from moneys derived from the sale or lease of the Trustee's interest in the Property or portions thereof, and not from any other fund or source of the Trustee. The obligation of the City to pay Rental Payments and Supplemental Rent Payments is limited to those City funds which are specifically budgeted and appropriated annually by the Board of Aldermen of the City for such purpose. No reserve fund has or will be established to secure payment of the Rental Payments. Additionally, the Rental Payments relating to the Series 2023A Certificates will be payable from Net Revenues, as provided in the Indenture.

Neither the Series 2023 Certificates, the Lease, nor any payments required under the Lease shall constitute a mandatory payment obligation of the City in any year beyond the then-current year for which the City has renewed and is a lessee under the Lease, or constitute or give rise to a general obligation or other indebtedness of the City. The City is not legally obligated to budget or appropriate moneys for any Fiscal Year beyond the current Fiscal Year or any subsequent Fiscal Year in which the Lease is in effect, and there can be no assurance that the City will appropriate funds to make Rental Payments or renew the Lease after the Original Term or any Renewal Term of the Lease. The City may terminate its obligations under the Lease on an annual basis. The City will have the option to purchase the Trustee's interest in the Property pursuant to the Lease.

The Series 2023 Certificates shall not constitute a debt or liability of the City, the District, the State or of any political subdivision thereof and shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. The delivery of the Series 2023 Certificates shall not obligate the City to levy any form of taxation therefor or to make any appropriation for their payment in any Fiscal Year subsequent to a Fiscal Year in which the Lease is in effect. The Trustee has no taxing power and no financial obligation under the Lease or the Indenture.

The real estate on which the Property will be located is not being leased pursuant to the Lease or otherwise pledged or encumbered in connection with the execution and delivery of the Series 2023 Certificates. Upon an Event of Nonappropriation or an Event of Default, as defined in the Lease, the Trustee will only have the rights set forth therein, which does not include the right to repossess or otherwise take the underlying real estate. See **"SECURITY FOR THE SERIES 2023 CERTIFICATES"** and **"RISK FACTORS AND INVESTMENT CONSIDERATIONS"** herein.

Financial Statements

Audited financial statements of the City, as of and for the year ended December 31, 2021, are included in ***Appendix B*** to this Official Statement. The financial statements contained for the City therein were audited by Dana F. Cole & Company, LLP, certified public accountants, to the extent and for the period indicated in the Independent Auditors' Report.

Additionally included in ***Appendix B*** to this Official Statement are the District's unaudited financial statements, as of and for the year ended December 31, 2021. The financial statements for the District were prepared by the City in accordance with the TDD Act.

Continuing Disclosure

The City has covenanted in a Continuing Disclosure Agreement dated as of April 1, 2023 (the "Continuing Disclosure Agreement") that it will provide a copy of its audited financial statements (which may be either included as part of the City's annual audit as a discrete component unit or as a separate audit covering only the City), certain operating data and notices of the occurrence of certain enumerated events to the Municipal Securities Rulemaking Board, in compliance with Rule 15c2-12 promulgated by the Securities and

Exchange Commission (the **"Rule"**). The proposed form of the Continuing Disclosure Agreement is included in this Official Statement as ***Appendix D***.

Other Information

This Official Statement includes financial and other information about the City and the District and also contains descriptions of the Series 2023 Certificates, the Lease, the Indenture and the Financing Agreement. See **"FORM OF INDENTURE, LEASE AGREEMENT, AND FINANCING AGREEMENT"** in ***Appendix C*** hereto. The descriptions of the Series 2023 Certificates, the Lease, the Indenture, the Financing Agreement and other documents described in this Official Statement do not purport to be definitive or comprehensive, and all references to those documents are qualified in their entireties by reference to the approved form of those documents, copies of which may be viewed at the offices of McLiney And Company, a division of SAMCO Capital Markets, Inc. (the "Financial Advisor"), 5201 Johnson Drive, Suite 415, Mission, Kansas 66205, (816) 221-4042, or will be provided to any prospective purchaser requesting the same, upon payment by such prospective purchaser of the cost of complying with such request.

THE SERIES 2023 CERTIFICATES

Authorization

The Series 2023 Certificates are being delivered pursuant to the Indenture and pursuant to and in full compliance with the constitution and laws of the State and pursuant to proceedings duly had by the City.

Description

The Series 2023 Certificates will be dated their date of delivery, will mature on March 1 in the years and in the respective principal amounts (subject to prior prepayment as described herein) and will bear interest at the respective rates per annum, as set forth on the inside cover page hereof. The Series 2023 Certificates will be delivered in fully-registered form in the denominations of $5,000 or any integral multiple thereof. The Principal Component and premium, if any, of the Rental Payments represented by the Series 2023 Certificates shall be payable to the Owners thereof at the designated payment office of the Trustee or such other office as the Trustee designates upon presentation and surrender thereof. Interest Components shall be paid each March 1 and September 1, beginning September 1, 2023, to the Owner thereof, determined as of the close of business on the Record Date, which shall be the fifteenth day (whether or not a business day) of the calendar month prior to such interest payment date, by check or draft mailed to such Owner at the address appearing on the registration books of the Trustee, as registrar, or by electronic transfer to such Owner upon written notice given to the Trustee by such Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the name of the bank, the bank's ABA routing number, the account number to which such Owner wishes to have such transfer directed, and an acknowledgement that an electronic transfer fee may be applicable. All such payments shall be made in lawful money of the United States of America.

Prepayment Provisions

Optional Prepayment.

(a) The Series 2023A Certificates shall be subject to payment prior to maturity, upon instructions from the City, on and after March 1, 20__, in whole or in part at any time, at the Prepayment Price of 100% of the Principal Component of Rental Payments represented by the Series 2023A Certificates being prepaid plus the Interest Component of Rental Payments accrued to the Prepayment Date.

(b) The Series 2023B Certificates shall be subject to payment prior to maturity, upon instructions from the City, on and after March 1, 20__, in whole or in part at any time, at the Prepayment Price of 100% of the

Principal Component of Rental Payments represented by the Series 2023B Certificates being prepaid plus the Interest Component of Rental Payments accrued to the Prepayment Date**.**

***Extraordinary Optional Prepayment – Damage, Destruction, Condemnation, Changes in Law*.** The Certificates shall be subject to optional prepayment on any date prior to their respective stated maturities, as a whole (but not in part), at a Prepayment Price equal to 100% of the Principal Component of Rental Payments represented thereby plus the Interest Component of Rental Payments accrued to the Prepayment Date, in the event of substantial damage to or destruction or condemnation (other than by the City or any entity controlled by or otherwise affiliated with the City) of, or loss of title to, substantially all of the Property, or if as a result of changes in the constitution of the State of Missouri or legislative or administrative action by the State of Missouri or the United States, the Lease or this Indenture becomes unenforceable and the City purchases the Trustee's interest in the Property pursuant to the Lease.

***Selection of Certificates to Be Prepaid*.** Certificates shall be prepaid only in principal amounts of $5,000 or integral multiples thereof. When less than all of the Outstanding Certificates of any series are called for optional prepayment, such Certificates shall be prepaid in such order of stated payment dates as is determined by the City. Within a stated payment date the Trustee shall select the Certificates or any given portion thereof to be prepaid by lot or in such other equitable manner as the Trustee determines in principal amounts of $5,000 or integral multiples thereof.

Partial Prepayment of Certificates. Upon surrender of any Certificate prepaid in part only, the Trustee will execute and deliver to the Owner thereof, at the expense of the City, a new Certificate or Certificates of the same series and maturity, equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered.

***Notice and Effect of Call for Prepayment*.** Official notice of any prepayment of Certificates shall be given by the Trustee by mailing a copy of an official prepayment notice at least 30 days prior to the Prepayment Date to the City and the Owner of each Certificate to be prepaid, unless waived by any Owner thereof, at the address shown on the registration books of the Trustee, as registrar, as of the date of the notice, as more fully described in the Indenture.

Notice of prepayment having been duly given as provided in the Indenture, and upon funds for payment of the Prepayment Price of such Certificates (or portions thereof) being held by the Trustee, on the Prepayment Date designated in such notice, the Certificates (or portions thereof) so called for prepayment shall become due and payable at the Prepayment Price specified in such notice and the Interest Component of Rental Payments represented by the Certificates so called for prepayment shall cease to accrue, said Certificates (or portions thereof) shall cease to be entitled to any benefit or security under the Indenture and the Owners of such Certificates shall have no rights in respect thereof except to receive payment of the Prepayment Price.

CUSIP Numbers

It is anticipated that CUSIP identification numbers will be printed on the Certificates, but neither the failure to print such numbers on any Certificates, nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and payment for any Certificates.

ADDITIONAL CERTIFICATES

The Trustee may deliver Additional Certificates for any purpose specified in the Indenture, upon compliance with certain terms and conditions set forth in the Indenture. Any Additional Certificates will be equally and ratably secured by the Indenture on a parity with the Series 2023 Certificates, except as described in the Indenture. Concurrently with the delivery of any such Additional Certificates, the Trustee and the City shall deliver an amendment to the Lease obligating the City to make payments of principal thereof and interest thereon in amounts and at times sufficient to provide for the timely payment of principal of and interest on such Additional Certificates. The Indenture does not limit the amount of Additional Certificates that may be issued. See **"FORM OF INDENTURE, LEASE AGREEMENT, AND FINANCING AGREEMENT"** in ***Appendix C***, and specifically, "**Section 3.10. Additional Certificates**" in **"FORM OF INDENTURE"**.

BOOK-ENTRY ONLY SYSTEM

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series 2023 Certificates. The Series 2023 Certificates will be delivered as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Series 2023 Certificates, each in the aggregate principal amount of such maturity.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation, (NSCC, GSCC, MBSCC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Series 2023 Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2023Certificates on DTC's records. The ownership interest of each actual purchaser of each Series 2023 Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2023 Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2023 Certificates, except in the event that use of the book-entry system for the Series 2023 Certificates is discontinued.

To facilitate subsequent transfers, all Series 2023 Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2023 Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2023 Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2023 Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2023 Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2023 Certificates, such as prepayments, defaults, and proposed amendments to the related documents. For example, Beneficial Owners of Series 2023 Certificates may wish to ascertain that the nominee holding the Series 2023 Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Prepayment notices shall be sent to DTC. If less than all of the Series 2023 Certificates within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2023 Certificates unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2023 Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Prepayment proceeds, distributions, and dividend payments on the Series 2023 Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of prepayment proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2023 Certificates at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2023 Certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2023 Certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof, and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters but should instead confirm the same with DTC or the DTC Participants, as the case may be.

SECURITY FOR THE SERIES 2023 CERTIFICATES

Limited Obligations; Sources of Payment

The Property is being leased by the Trustee to the City pursuant to the Lease. The Series 2023 Certificates evidence undivided ownership interests in the right to receive (1) the Rental Payments paid by the City for the lease of the Property pursuant to the Lease, and (2) to the extent received by the Trustee, interest earnings, proceeds of insurance and condemnation awards, and proceeds of any lease or sale of the Trustee's interest in the Property. The Community Center Projects are not being leased and are specifically excluded from the Property subject to the Lease.

The Series 2023 Certificates, the Rental Payments and other amounts due under the Lease do not constitute an obligation of the City in any Fiscal Year subsequent to a Fiscal Year as to which the City has appropriated funds to pay Rental Payments and other amounts reasonably anticipated to come due under the Lease. When formulating its budget appropriation to provide for Rental Payments, the City may take into account any Net Revenue Transfers anticipated during such Original Term or Renewal Term. If the City fails to budget, appropriate or otherwise provide for sufficient funds to pay Rental Payments and reasonably anticipated other amounts to come due during the immediately following Fiscal Year, the Lease will terminate at the end of the then-current Fiscal Year. The City agrees to deliver notice to the Trustee of such termination at least 90 days prior to the end of the then-current Fiscal Year, but failure to give such notice will not extend the term beyond such Fiscal Year. Upon termination of the Lease, the Series 2023 Certificates will be payable solely from moneys, if any, held by the Trustee under the Indenture, and any amounts resulting from a sale or subleasing of the Trustee's interest in the Property pursuant to the Lease and the Indenture. The obligation of the City to pay Rental Payments and, thus, the Series 2023 Certificates, is limited to payment from legally available funds, will constitute a current expense of the City and will not be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, and will not constitute a pledge of the general tax revenues, funds, properties or moneys of the City beyond any then-current Fiscal Year during which the Lease is in effect. The City is not obligated to levy any taxes in order to raise revenues to make Rental Payments.

Under the terms of the Lease, if the City elects to renew the Lease at the end of the Original Term or any Renewal Term, it is obligated to budget, appropriate and set aside a portion of its revenues derived from property taxes and other sources, which appropriation must be sufficient to make the Rental Payments coming due during the ensuing Fiscal Year, provided that the City may take into account the Net Revenue Transfers anticipated during such Original Term or any Renewal Term in formulating such appropriation. The City is obligated to make Rental Payments to the Trustee during each Fiscal Year in which the Lease is in effect at least five business days before the scheduled due date, in amounts sufficient (together with any amounts already on deposit in the Certificate Fund) to enable the Trustee to pay the Principal Components, premium, if any, and Interest Components of the Rental Payments represented by the Series 2023 Certificates becoming due during such Fiscal Year (but only if the City elects to renew the Lease for each Renewal Term).

To secure the payment of all of the City's obligations under the Lease, the City has granted, to the extent permitted by law, to the Trustee a security interest in the Property and all additions, attachments and accessions thereto, substitutions therefor and proceeds therefrom. Such security interest does not extend to the real estate on which the Property is located and does not include the Community Center Projects.

Neither the Series 2023 Certificates nor the Rental Payments are obligations of the Trustee, and the Trustee has no obligation to make any payment with respect to the Series 2023 Certificates or the Lease.

The City is obligated only to pay periodic payments under the Lease as may be lawfully made from all legally available revenues.

Pursuant to the Financing Agreement, the District agrees, subject to annual appropriation by the District, to the transfer of all Net Revenues to the Trustee to secure the payment of the Principal Component and Interest Component of Rental Payments on the Series 2023A Certificates pursuant to the Indenture. **"Net Revenues"** means, to the extent annually appropriated by the District for payment to the Trustee pursuant to the provisions of the Financing Agreement, all moneys collected by the City from the Missouri Department of Revenue on behalf of the District as a result of the TDD Sales Tax pursuant to the Cooperative Agreement for deposit in the Transportation Development District Sales Tax Trust Fund (including investment earnings on amounts so deposited), less (1) 1.0% of the Transportation Development District Sales Tax Revenues, which the City will retain as the cost of administering the TDD Sales Tax, (2) the amount necessary to establish or maintain the balance in the TDD Sales Tax Enforcement Account at $1,000, not to exceed a total of $1,000 for each fiscal year, (3) an amount not to exceed the District Operating Expenses, and (4) any additional amounts necessary to enforce collections of the TDD Sales Tax in compliance with the Financing Agreement and the Cooperative Agreement. Net Revenues do not include (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, and (ii) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum. If the Net Revenues are insufficient to pay any Rental Payments that may be due with respect to the Series 2023A Certificates on any one or more Certificate Payment Dates, and the City shall pay any such deficiency from sources other than Net Revenues, the City shall be entitled to reimbursement of such amounts as the first priority of payment from the Surplus Fund. For more information on the District's net revenues for the fiscal year ended December 31, 2021, see the District's unaudited financial statements contained in A***ppendix B*** attached hereto. See "**Section 6.01. Establishment of Funds; Transfer of Net Revenues**" and "**Section 6.07. Revenue Fund**" in the "**FORM OF INDENTURE**" in ***Appendix C*** attached hereto for a description of the Net Revenue Transfers and the application of Net Revenues under the Indenture.

THE TRANSFER OF NET REVENUES TO THE TRUSTEE BY THE CITY IS SUBJECT TO ANNUAL APPROPRIATION BY THE DISTRICT AND THERE CAN BE NO ASSURANCE THAT THE DISTRICT WILL APPROPRIATE NET REVENUES FOR SUCH TRANSFER IN ANY FUTURE FISCAL YEAR OF THE DISTRICT.

In 2001, qualified voters within the City approved a ¼ cent sales tax for parks and recreation purposes (the "Park Sales Tax"), and in 2017, they approved an extension of the Park Sales Tax until _______ __, 20__. Although payment of the principal of and interest on the Series 2023B Certificates may be made, subject to annual appropriation, from any funds of the City legally available for such purpose, the City intends to annually budget and appropriate such payments from the revenues generated from the Park Sales Tax.

REVENUES FROM THE PARK SALES TAX ARE NOT PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2023B CERTIFICATES, AND THERE CAN BE NO ASSURANCE THAT THE CITY WILL APPROPRIATE FUNDS FROM THE PARK SALES TAX TO THE PAYMENT OF THE SERIES 2023B CERTIFICATES. Neither the Park Sales Tax nor any other funds or revenues of the District are, or can be, pledged to the payment of the Series 2023B Certificates. The Lease does not require or limit the City to use proceeds of any tax to pay Rental Payments.

The underlying real estate is not serving as any security for repayment of the Series 2023 Certificates.

TDD Sales Tax Revenues

The District is authorized to impose a sales tax up to 1.0% for the purpose of financing the Series 2023A Project and the projects funded by the Refunded Bonds. The retail establishments located in the District collect the TDD Sales Tax and forward the TDD Sales Tax proceeds to the Missouri Department of Revenue for further remittance, less any collection fees charged by the Department, to the City, on behalf of the District. Under State law, taxpayers who promptly pay their sales taxes are entitled to retain 2% of the amount of taxes owed. Pursuant to the TDD Act, no transportation development district may repeal or amend its sales tax unless such repeal or amendment will not impair the district's ability to repay any liabilities that it has incurred, money it has borrowed, or revenue bonds, notes, or other obligations that it has issued. For more information about the District's TDD Sales Tax Revenues and the historical collections, see "**FINANCIAL INFORMATION CONCERNING THE DISTRICT**" in the ***Appendix A*** attached hereto. Under the Cooperative Agreement, the City receives and administers the TDD Sales Tax Proceeds on behalf of the District. Pursuant to the Indenture, the City agrees to transfer all Net Revenues on deposit with the City, subject to annual appropriation by the District, to the Trustee on the tenth day of each month (or the next business day thereafter if the tenth day is not a business day) for application in accordance with the Indenture (the "Net Revenue Transfers"). See "**Section 6.01. Establishment of Funds; Transfer of Net Revenues**" and "**Section 6.07. Revenue Fund**" in the "**FORM OF INDENTURE**" in ***Appendix C*** attached hereto for a description of the Net Revenue Transfers and the application of Net Revenues under the Indenture.

Nonappropriation

The Lease Term will continue into each succeeding Fiscal Year, at the option of the City, only if there is an appropriation made by the City from which to pay Rental Payments and all other amounts payable by the City under the Lease, provided that the City may take into account the Net Revenue Transfers anticipated during such Renewal Term in formulating such appropriation.

Upon the occurrence of an Event of Nonappropriation, the City's obligation to make Rental Payments and other payments under the Lease will terminate as of the end of the last Fiscal Year for which the City has appropriated Rental Payments. If an Event of Nonappropriation occurs, or upon the occurrence of an Event of Default under the Indenture, the Trustee may take possession of the Property, in which event the City will take all actions necessary to authorize, execute and deliver to the Trustee all documents necessary to vest in the Trustee all of the City's interest in and to the Property. The Trustee may then terminate the Lease and lease the Property or sell its interest therein. Upon the occurrence of an Event of Default or upon the occurrence of an Event of Nonappropriation, the Trustee may declare all Rent payable by the City under the Lease to the end of the then-current Original Term or Renewal Term to be due. See **"FORM OF INDENTURE, LEASE AGREEMENT, AND FINANCING AGREEMENT"** in ***Appendix C***.

An Event of Nonappropriation does not terminate the City's obligation to make Net Revenue Transfers in accordance with the Indenture. Such transfers are, however, subject to annual appropriation by the District of Net Revenues for such purpose.

THERE CAN BE NO ASSURANCE THAT THE CITY WILL APPROPRIATE FUNDS FOR RENTAL PAYMENTS OR RENEW THE LEASE AFTER THE ORIGINAL LEASE TERM OR EACH RENEWAL TERM. THERE CAN BE NO ASSURANCE THAT THE DISTRICT WILL APPROPRIATE THE NET PROCEEDS FOR RENTAL PAYMENTS ON THE SERIES 2023A CERTIFICATES.

NEITHER THE SERIES 2023 CERTIFICATES NOR THE LEASE CONSTITUTE A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION, NOR A MANDATORY PAYMENT OBLIGATION IN ANY FISCAL YEAR SUBSEQUENT TO A FISCAL YEAR IN WHICH THE LEASE IS IN EFFECT. THE CITY IS NOT LEGALLY REQUIRED TO BUDGET OR APPROPRIATE MONEYS FOR ANY SUBSEQUENT FISCAL YEAR BEYOND THE CURRENT FISCAL YEAR.

No Reserve Fund

No reserve fund has been or will be established to secure payment of the Series 2023 Certificates.

RISK FACTORS AND INVESTMENT CONSIDERATIONS

The following is a discussion of certain risks that could affect the Rental Payments and other payments to be made by the City with respect to the Lease and the Series 2023 Certificates. To identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Official Statement, including the appendices. Prospective purchasers of the Series 2023 Certificates should consider carefully all possible factors that may result in a default in the payment of the Principal Component or Interest Component of Rental Payments represented by the Series 2023 Certificates by the City under the Lease, the prepayment of the Series 2023 Certificates prior to maturity or the determination that the Interest Component of Rental Payments represented by the Series 2023 Certificates might be deemed taxable for purposes of federal and State income taxation, or that may affect the market price or liquidity of the Series 2023 Certificates. **This discussion of risk factors is not, and is not intended to be, comprehensive or exhaustive.**

Limited Obligations

The Series 2023 Certificates will not constitute an indebtedness or liability of the City, the District, the State or any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and will not constitute a pledge of the faith and credit of the City, the District, the State or any other political subdivision thereof. The delivery of the Series 2023 Certificates will not obligate the City, the District, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment in any year subsequent to a year in which the Lease is in effect.

The obligation of the City to pay Rental Payments and Supplemental Rent Payments is limited to those funds that are specifically budgeted and appropriated annually by the City's Board of Aldermen for such purpose. The obligation of the City to make Net Revenue Transfers is limited to transferring the Net Revenues appropriated by the District and received by the City for such purposes.

The transfer of Net Revenues by the City to the Trustee for application under the Indenture to the payment of Rental Payments relating to the Series 2023A Certificates is subject to annual appropriation of the Net Revenues for such purpose by the District. **"Net Revenues"** means, to the extent annually appropriated by the District for payment to the Trustee pursuant to the provisions of the Financing Agreement, all moneys collected by the City from the Missouri Department of Revenue on behalf of the District as a result of the TDD Sales Tax pursuant to the Cooperative Agreement for deposit in the Transportation Development District Sales Tax Trust Fund (including investment earnings on amounts so deposited), less (1) 1.0% of the Transportation Development District Sales Tax Revenues, which the City will retain as the cost of administering the TDD Sales Tax, (2) the amount necessary to establish or maintain the balance in the TDD Sales Tax Enforcement Account at $1,000, not to exceed a total of $1,000 for each fiscal year, (3) an amount not to exceed the District Operating Expenses, and (4) any additional amounts necessary to enforce collections of the TDD Sales Tax in compliance with the Financing Agreement and the Cooperative Agreement. Net Revenues do not include (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, and (ii) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum. For more information on the District's net revenues for the fiscal year ended December 31, 2021, see the District's unaudited financial statements contained in ***Appendix B*** attached hereto. **There can be no assurance that the District will appropriate Net Revenues for application under the Indenture (including payment of Rental Payments associated with the Series 2023A Certificates) for any future fiscal year of the District. The Series 2023B Certificates are not payable from Net Revenues.**

The continued realization of the TDD Sales Tax Revenues at historical levels is dependent upon, among other things, the capability of the present and future development within the District to attract and retain retail users throughout the term of the Series 2023A Certificates, as well as future changes in economic and other conditions that are unpredictable and cannot be determined at this time.

There can be no assurance that the City will appropriate funds for Rental Payments or renew the Lease after the Original Term or any Renewal Term. Neither the Series 2023 Certificates nor the Lease constitute a general obligation or other indebtedness of the City, nor a mandatory payment obligation in any Fiscal Year subsequent to a Fiscal Year in which the Lease is in effect. The City is not legally required to budget or appropriate money for any subsequent Fiscal Year beyond the current Fiscal Year.

No real estate is included as security for the Series 2023 Certificates and the Property that is subject to the Lease does not include the Community Center Projects.

Reliance on the Tenants and Property Owners

The District includes approximately 181 acres, contains 81 different businesses. None of the businesses or property owners are under any obligation to continue to own businesses operated within the District or to continuously operate a business during the term of the Series 2023A Certificates. Owners of the Series 2023A Certificates will be dependent on current and future owners and tenants to maintain occupancy in order to assure that TDD Sales Tax Revenues are generated. If a business were to close operations, no TDD Sales Tax Revenues would be generated by that property owner or tenant. If one or more of the property owners or tenants terminate operation of their business within the District, the Net Revenue Transfers may be insufficient to provide for the payment of the Rental Payments relating to the Series 2023A Certificates. In such case, the City may be unwilling or unable to appropriate sufficient revenues to cover any shortfall.

Owners of the Certificates should consider the ability of the City to make Rental Payments related to the Series 2023A Certificates in the event that the Net Revenues are not sufficient for such purpose in any one or more Fiscal Years.

Results of Nonappropriation

If the City does not budget and appropriate, specifically with respect to the Lease, moneys sufficient to pay all Rental Payments and all other amounts due under the Lease coming due each Fiscal Year during the term of the Lease and any renewals thereof (taking into account the Net Revenue Transfers anticipated to be available for such purpose), the Lease will terminate. The Lease is also subject to termination by the Trustee if any Event of Default has occurred and is continuing. See **"FORM OF INDENTURE, LEASE AGREEMENT, AND FINANCING AGREEMENT"** in ***Appendix C***.

Pursuant to the Lease, the Trustee will lease to the City the Property, specifically excluding the Community Center Projects (which shall not be subject to the lien of the Lease). The Lease is for a term ending December 31, 2053*, unless sooner terminated if the City makes all payments required by the Lease. If the City terminates the Lease or if an Event of Default or Event of Nonappropriation occurs under the Indenture or the Lease, the Trustee has the right to possession of the Property and has the right to sell or lease its interest in the Property upon such terms as it deems prudent (and may enter upon any real property owned or controlled by the City for such purposes).

Because the Property consists of the types of personal property described below under the heading **"PLAN OF FINANCING,"** it may not be reasonably or easily removed or converted to alternative uses. No security interest is given in the real estate in which the Property will be located. A potential purchaser of the Series 2023 Certificates should not assume that it will be possible to sell or lease the Trustee's interest in the Property after a termination of the Lease for an amount equal to the aggregate Principal Component of Rental Payments represented by the Series 2023 Certificates then-Outstanding plus the Interest Component of Rental Payments represented by the Series 2023 Certificates accrued thereon.

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* Preliminary; subject to change.

The real estate on which the Property will be located is not being leased pursuant to the Lease or otherwise pledged or encumbered in connection with the Series 2023 Certificates and does not serve as collateral with respect to the repayment of the Series 2023 Certificates.

An Event of Nonappropriation under the Lease will not terminate the City's obligation to make Net Revenue Transfers pursuant to the Indenture. However, the obligation of the City to make Net Revenue Transfers is limited to transferring the Net Revenues appropriated by the District and received by the City for such purposes. There can be no assurance that the District will appropriate Net Revenues for application under the Indenture (including payment of Rental Payments associated with the Series 2023A Certificates) for any future fiscal year of the District. The Series 2023B Certificates are not payable from Net Revenues.

Control of Remedies, Consents and Approvals

Prospective purchasers of the Series 2023B Certificates should consider that many remedies, consents and approvals under the Indenture may be controlled or decided by Owners of a majority of the aggregate unpaid Principal Component represented by the then Outstanding Certificates. At the issuance of the Series 2023 Certificates, the substantial majority of the Principal Component represented by the Outstanding Certificates will be held by Owners of the Series 2023A Certificates. The Owners of the Series 2023A Certificates have no obligation to act in the best interests of the Owners of the Series 2023B Certificates when voting under the Indenture with respect to any remedy, consent or approval.

No Reserve Fund or Credit Enhancement

No debt service reserve fund, financial guaranty insurance policy, letter of credit or other credit enhancement will be issued to insure payment of the principal of or interest on the Series 2023 Certificates. Accordingly, any potential purchaser of the Series 2023 Certificates should consider the financial ability of the City to make Rental Payments under the Lease.

Termination of the Lease

The Series 2023 Certificates are payable from Rental Payments due from the City under the Lease, which payments are subject to annual appropriation. The City is not obligated to pay Rental Payments under the Lease in any Fiscal Year for which the Board of Aldermen has not appropriated such payments. Neither the Rental Payments nor any other payments under the Lease nor any payments on the Series 2023 Certificates constitute a general obligation or other indebtedness of the City or a mandatory payment obligation of the City.

The obligations of the City under the Lease are limited to those funds that have been specifically budgeted and appropriated for the then-current Fiscal Year by the Board of Aldermen for such purpose. Except to the extent payable from the proceeds of the Series 2023 Certificates, amounts held by the Trustee under the Indenture (including proceeds of the investment thereof) and the Net Proceeds of certain insurance policies, condemnation awards or proceeds from the sale or lease of the Trustee's interest in the Property, the Principal Components and Interest Components of Rental Payments represented by the Series 2023 Certificates are payable solely from Rental Payments during the Original Term of the Lease and any Renewal Term. The City's obligations under the Lease may be terminated on an annual basis by the City without any penalty, and there is no assurance that the City will continue to make payments under the Lease beyond the Original Term or any Renewal Term.

Termination of the Lease will not terminate the City's obligation to make Net Revenue Transfers pursuant to the Indenture. However, the obligation of the City to make Net Revenue Transfers is limited to transferring the Net Revenues appropriated by the District and received by the City for such purposes. There can be no assurance that the District will appropriate Net Revenues for application under the Indenture (including payment of Rental Payments associated with the Series 2023A Certificates) for any future fiscal year of the District. The Series 2023B Certificates are not payable from Net Revenues.

The likelihood that the City will renew the Lease through the term of the Series 2023 Certificates is dependent upon certain factors which are beyond the control of the Owners of the Series 2023 Certificates, including (1) the demographic conditions within the City; (2) the ability of the City to generate sufficient funds from property taxes, user fees and charges and other sources to meet its obligations to make Rental Payments under the Lease and its other obligations; (3) the availability of Net Revenues in an amount sufficient to provide for the payment of Rental Payments related to the Series 2023A Certificates, and (4) new legislation or judicial interpretations which limit the ability of governmental bodies to increase fees and charges or result in limitations or roll-backs in tax rates or assessment.

Delays in Exercising Remedies

A termination of the City's right of possession of the Property under the Lease as a result of an Event of Default or an Event of Nonappropriation or expiration of the term of the Lease at the end of the Original Term or any Renewal Term without an extension for the next succeeding Renewal Term will give the Trustee the right of possession of, and the right to relet or assign its interest in, the Property in accordance with the provisions of the Lease and the Indenture. However, the enforceability of the Lease and the Indenture is subject to applicable bankruptcy laws, equitable principles affecting the enforcement of creditors' rights generally and liens securing such rights, the exercise of judicial authority by State or federal courts and the exercise by the United States of America of the powers delegated to it by the U.S. Constitution.

Further, the Property is used by the City for the performance of its governmental functions. Due to the governmental use of the Property and the delays inherent in obtaining possession of the Property and other judicial remedies, no assurance can be given that (1) a court, in the exercise of judicial discretion, would enforce these remedies in a timely manner, or (2) any money realized by the Trustee upon an exercise of any remedies would be sufficient to pay in full the Principal Components and Interest Components of Rental Payments with respect to the Series 2023 Certificates. The legal opinions to be delivered with the delivery of the Series 2023 Certificates will be qualified as they relate to the enforceability of the various legal instruments by reference to the limitations on enforceability of those instruments under (a) applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, (b) general principles of equity, and (c) the exercise of judicial discretion in appropriate cases. If such money is insufficient to pay all Outstanding Series 2023 Certificates in full, the Series 2023 Certificates would be paid in part on a *pro rata* basis. Any delays in the ability of the Trustee to obtain possession of the Property will, of necessity, result in delays in any payment of Principal Components and Interest Components of Rental Payments with respect to the Series 2023 Certificates.

Effects of Termination of the Lease on the Series 2023 Certificates

Special Counsel has rendered no opinion with respect to the applicability or inapplicability of the registration requirements of the Securities Act of 1933, as amended, to any Certificate subsequent to termination of the Lease by reason of an Event of Nonappropriation or an Event of Default. If the Original Term or any Renewal Term is terminated by reason of such events, there is no assurance that the Series 2023 Certificates may be transferred by an Owner thereof without compliance with the registration provisions of the Securities Act of 1933, as amended, or the availability of an exemption therefrom.

Potential Risks Relating to COVID-19

In December 2019, a novel strain of coronavirus (which leads to the disease known as "COVID-19"), was discovered in Wuhan, China. Since that date, the virus has spread throughout the world and was characterized as a pandemic. The impact of the COVID-19 pandemic on the U.S. economy has been broad based and negatively impacted national, state and local economies.

In response to such circumstances, the President of the United States on March 13, 2020 declared a "national emergency," which, among other effects, allowed the executive branch to disburse disaster relief funds to address the COVID-19 pandemic and related economic dislocation. On March 13, 2020, the Governor of the State of Missouri (the "Governor") signed an Executive Order declaring a state of emergency in the State of Missouri (the "State") in response to COVID-19. The Executive Orders were intended to allow more flexibility in utilizing resources and deploying them around the State where they are most appropriate, including allowing the Governor to waive certain State laws and regulations where necessary. The State remained under a "State of Emergency" through August 27, 2021. The State is not currently under a statewide public health order. Despite the expiration of statewide orders, cities and counties have the ability, and continue, to impose local public health orders restricting economic activities within the State and providing additional health and safety restrictions.

As a result of the COVID-19 pandemic, the City applied for and received federal CARES Act grants in the amount of $535,564 for reimbursement of the COVID-19 expenditures that the City has incurred, including supplies, maintenance, and equipment. The City applied for and received American Rescue Plan Act ("ARPA") funds in the amount of $2,053,190, which have not been disbursed yet. An additional deposit of ARPA funds in the amount of $18,636 will be used for expenditures of the fire department and in the amount of $4,013,000 will be used for storm water expenditures. Net sales tax revenues of the City increased by approximately $1,205,002 in 2021 from 2020.

Factors Affecting the Business Operations of the City and Affecting the TDD Sales Tax Revenues

The City intends to satisfy its obligation to pay Rental Payments relating to the Series 2023A Certificates under the Lease from Net Revenues appropriated by the District for such purpose, and intends to satisfy its obligation to pay Rental Payments relating to the Series 2023B Certificates under the Lease from revenues generated by its Parks Sales Tax. Purchasers of the Certificates should be aware, however, that Net Revenue Transfers are subject to annual appropriation by the District and that revenues of the Parks Sales Tax are not, and cannot be, pledged to the payment of the Certificates. Additionally, one or more of the following factors or events could adversely affect the City's operations and financial performance to an extent that cannot be determined at this time:

1. *Changes in Management*. Changes in key management personnel could affect the capability of the management of the City.

2. *Future Economic Conditions*. Adverse economic conditions or changes in demographics in the City, increased unemployment and inability to control expenses in periods of inflation, could adversely impact the City's financial condition.

3. *Insurance Claims*. Increases in the cost of general liability insurance coverage and the amounts paid in settlement of liability claims not covered by insurance could adversely impact the City's financial performance.

4. *Organized Labor Efforts*. Efforts to organize employees of the City into collective bargaining units could result in adverse labor actions or increased labor costs.

5. *Natural Disasters*. The occurrence of natural disasters, such as tornadoes, earthquakes, floods, pandemics, extreme cold weather or droughts, could damage the Property or other property of the City, interrupt services or otherwise impair operations and the ability of the City to produce revenues.

Factors Affecting TDD Sales Tax Revenues

TDD Sales Tax Revenues are contingent upon and may be adversely affected by a variety of factors, including without limitation economic conditions within the District and the surrounding trade area and competition from other retail businesses, rental rates and occupancy rates in private developments in the area, suitability of development for the local market, local unemployment, availability of transportation, neighborhood changes, crime levels in the area, vandalism and rising operating costs, interruption or termination of operation of development as a result of fire, natural disaster, strikes or similar events, among many other factors. As a result of all of the above factors, it is difficult to predict with certainty the timing or expected amount of Net Revenues that will be available to pay the Rental Payments on the Series 2023A Certificates. The retail sales industry is highly competitive. Existing retail businesses outside of the District and the future development of retail businesses outside of the District, which are competitive with retail businesses in the District may exist or may be developed after the date of this Official Statement. Additionally, internet and online sales have created substantial competition for retailers of certain types of goods and sales by internet and online retailers do not generate TDD Sales Tax Revenues.

In addition to the foregoing, the partial or complete destruction of development within the District as a result of fire, natural disaster or similar casualty event or the temporary or permanent closing of one or more retail establishments due to strikes or failure of the business would adversely affect the TDD Sales Tax Revenues and thereby adversely affect the revenues available to pay Rental Payments on the Series 2023A Certificates. Any insurance maintained by the owner of or the tenants in the District for such casualty or business interruption is not likely to include coverage for sales taxes that otherwise would be generated by the establishment.

Products that are eligible for the federal Food Stamp program and pharmaceutical products that are purchased cannot, by law, be subject to state or local sales taxes. A portion of the products sold in the Walmart within the District are eligible for the Food Stamp program and a portion are pharmaceutical sales. To the extent that products are sold to shoppers who purchase goods with Food Stamps or purchase pharmaceutical items, TDD Sales Tax Revenues will not be generated from such sales.

Pension

The City contributes to an agent multiple-employer defined-benefit pension plan on behalf of its employees. See **"THE CITY AND THE DISTRICT – Pension and Employee Retirement Plans"** in ***Appendix A*** of this Official Statement and **"NOTE 8"** in the City's comprehensive annual financial report included in ***Appendix B*** to this Official Statement. Future required contribution increases beyond the current fiscal year may require the City to increase its revenues, reduce its expenditures, or some combination thereof, which may impact the City's operations or limit the City's ability to generate additional revenues in the future.

Acquisition, Construction and Installation Risks

Weather, labor disputes, availability of materials and supplies, casualty damages, unanticipated subsoil conditions, unanticipated installation difficulties and other "force majeure" occurrences or events or financial failure or failure to perform by a contractor, subcontractor or supplier may affect the timely acquisition, construction and installation of the Property and the Community Center Projects. No assurance can be given that the acquisition, construction and installation of the Property and the Community Center Projects will be completed on schedule, within budget or without material errors and defects. Any such failure could affect the City's decision to continue appropriations under the Lease.

Damage or Destruction of the Property

The Lease requires the Property to be insured. If the Property is damaged or destroyed and if the City determines that replacing, repairing, restoring, modifying or improving the Property is desirable, the City shall proceed with replacing, repairing, restoring, modifying or improving the Property damaged or destroyed so as to place said Property in substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the City and as will not impair the utility of the Property. The City and the Trustee will cause the Net Proceeds of any insurance claim to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to the City and shall be held and appropriated by the City for the exclusive purpose of paying Rent under the Lease. If said Net Proceeds are not sufficient to pay in full the costs of such replacement, repair, restoration, modification or improvement, the City shall nonetheless complete the work thereof and shall pay that portion of the costs thereof in excess of the amount of said Net Proceeds.

If the City determines that replacing, repairing, restoring, modifying or improving the Property is not practicable and desirable, then, in lieu of replacing, repairing, restoring, modifying or improving the Property, the City shall promptly purchase the Property by paying the Purchase Price to the Trustee and any Net Proceeds of casualty insurance received with respect to any such damage to or loss of the Property shall be applied to such payment.

The City shall not, by reason of its inability to use all or any part of the Property during any period in which the Property is damaged or destroyed, or is being replaced, repaired, restored, modified or improved, or by reason of the payment of the costs of such replacing, repairing, restoring, modifying or improving, be entitled to any reimbursement from the Trustee or the Owners of the Series 2023 Certificates, or any abatement or diminution of the rentals payable by the City under the Lease.

There can be no assurance either as to the adequacy of or timely payment under property damage insurance in effect at that time or that the City will elect to extend the term of the Lease for the next Renewal Term succeeding such damage or destruction. See **"FORM OF INDENTURE, LEASE AGREEMENT, AND FINANCING AGREEMENT"** in ***Appendix C***.

Inability to Liquidate

A significant portion of the Property is comprised of road and park improvements that may not easily be removed from the real estate upon which they will be installed. The Property will be substantially limited when it comes to any use other than a governmental entity providing transportation and park services. Because of such limitations, and the delays inherent in obtaining the remedies involving governmental property, a potential purchaser of the Series 2023 Certificates should not anticipate that remedies with respect to the Property could be accomplished rapidly, if at all. Any delays in the ability of the Trustee to exercise its remedies under the Lease or the Indenture may result in a delay in payment or nonpayment of the Series 2023 Certificates.

Community Center Projects Not Part of Property

A portion of the proceeds of the Series 2023 Certificates will pay for the Community Center Projects, which are not part of the Property and are not subject to the Lease. The remedies available to the Trustee under the Indenture or the Lease will not extent to the Community Center Projects.

No Environmental Survey

The Lease does not require the City to obtain for the Trustee's benefit an environmental survey in connection with the execution and delivery of the Lease, and the Trustee's delivery of the Series 2023 Certificates. Environmental hazards could result in unexpected expenses to the City, and could adversely impact the City's ability to make payments on the Series 2023 Certificates. In addition, environmental hazards may delay or inhibit the Trustee's ability to exercise its remedies under the Lease, upon the occurrence of an Event of Nonappropriation or an Event of Default.

Power of Eminent Domain

Under State statutes, the City has the power to condemn property for its purposes. There is no assurance that if the City were to condemn the Property that the condemnation award would be sufficient to pay the Principal Components and Interest Components with respect to the Series 2023 Certificates then-Outstanding.

Under the Lease, the City and the Trustee have reached an agreement on the terms of the acquisition of the Property, at the City's option, and the use of the Property. The City has agreed that any acquisition of the Property or rights to its use by the City (whether pursuant to the exercise of eminent domain powers or otherwise) shall be pursuant to and in accordance with the Lease, including payment of Rental Payments and the applicable Purchase Price. If the City allows the Lease to expire without exercising its option to purchase, whether by failure to exercise its option to extend the Lease for a Renewal Term, failure to exercise its option to purchase at the conclusion of the last possible Renewal Term or failure to cure an Event of Default, the City's failure to exercise the option to purchase shall constitute an irrevocable determination by the City that the Property is not required by the City for any public purpose for the term of the Lease. The enforceability of the foregoing agreements of the City has not been the subject of judicial interpretation.

Secondary Market Prices and Liquidity

The Underwriter will not be obligated to repurchase any of the Series 2023 Certificates, and no representation is made concerning the existence of any secondary market for the Series 2023 Certificates. No assurance is given that any secondary market will develop following the completion of the offering of the Series 2023 Certificates, and no assurance is given that the initial offering price for the Series 2023 Certificates will continue for any period of time.

Prices of municipal securities in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and changes in the operating performance or tax collection patterns of issuers. Particularly, prices of outstanding municipal securities should be expected to decline if prevailing market interest rates rise. Municipal securities are generally viewed as long-term investments, subject to material unforeseen changes in the investor's or the issuer's circumstances and may require commitment of the investor's funds for an indefinite period of time, perhaps until maturity.

Rating

A rating agency has assigned the Series 2023 Certificates the rating set forth under **"RATING"** in this Official Statement. The rating reflects only the views of the rating agency, and an explanation of the significance of such rating may be obtained therefrom. There is no assurance that the rating will remain in effect for any given period of time or that it will not be revised, either downward or upward, or withdrawn entirely, by said rating agency if, in its judgment, circumstances warrant. Any such downward revision or withdrawal of the rating may have an adverse effect on the market price of the Series 2023 Certificates.

Bankruptcy

In addition to the limitations described elsewhere in this Official Statement, the enforceability of the Indenture, the Lease and the Financing Agreement may be limited by and are subject to (1) bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws affecting creditors' rights, (2) the application of equitable principles, (3) the exercise of judicial discretion in appropriate cases and (4) limitations on legal remedies against public agencies in the State. The City, like all other political subdivisions within the State, is specifically authorized by State law to institute proceedings under Chapter 9 of the Federal Bankruptcy Code. Such proceedings, if commenced, are likely to have an adverse effect on the market price of the Series 2023 Certificates.

Amendment of the Indenture, the Lease and the Financing Agreement

Certain amendments to the Indenture, the Lease, and the Financing Agreement may be made with the consent of the Owners of not less than a majority in principal amount of the Certificates then-Outstanding affected by such supplemental declarations of trust or supplemental leases. Such amendments, such as an amendment to the insurance requirements of the Lease, may adversely affect the security of the Owners of the Certificates.

Dilution of Security for the Series 2023 Certificates and Limited Value of the Property

The Indenture permits the delivery of Additional Certificates payable from the Trust Estate on a parity (except as provided in the Indenture) with the pledge of the Trust Estate to the payment of the Series 2023 Certificates. See **"ADDITIONAL CERTIFICATES."** The delivery of such Additional Certificates may dilute the security for the Series 2023 Certificates by increasing debt service obligations under the Indenture without a concomitant increase in the security for the Series 2023 Certificates. There is no requirement of any economic test to limit the issuance or amount of Additional Certificates and such issuance does not require the consent of any Owners of Certificates.

The estimated value of the Park Property (approximately $1,160,533.34*) and the TDD Property (approximately $24,370,364.00*) is substantially less than the principal amount of the Series 2023 Certificates. In the event of a casualty loss, the proceeds of any insurance claim will almost certainly be insufficient to fund the City's purchase of the Property pursuant to the Lease. If the City determines that the replacement, repair, restoration, modification or improvement of the Property is not economically feasible or in the best interest of the City, that determination could increase the likelihood of nonappropriation of Rental Payments by the City.

Taxability

Special Counsel's opinions as to the exclusion of the Interest Component of the Rental Payments with respect to the Series 2023 Certificates from gross income for federal income tax purposes and other matters are not a guarantee of result and are not binding on the Internal Revenue Service (the **"Service"**); rather, such opinions represent Special Counsel's legal judgment based upon its review of existing law. Also, events occurring subsequent to execution and delivery of the Series 20232 Certificates may require that the Interest Component of Rental Payments represented by the Series 2023 Certificates be included in gross income for purposes of federal income taxation and not be exempt from income taxes imposed by the State. See **"TAX MATTERS."**

The Series 2023 Certificates are not subject to prepayment, nor is the payment of any additional interest or penalties on the Series 2023 Certificates required, in the event of a determination by the Service or a court of competent jurisdiction that the Interest Component of Rental Payments paid or to be paid with respect to any Series 2023 Certificate is or will be included in the gross income of the Owner of a Series 2023 Certificate for federal income tax purposes. Such determination may, however, result in a breach of the City's tax covenants set forth in the Indenture or the Lease. Likewise, the Indenture does not require the prepayment of the Series 2023 Certificates or the payment of any additional interest or penalty on the Series 2023 Certificates if the Interest Component of Rental Payments with respect to the Series 2023 Certificates loses its exemption from income taxes imposed by the State. In such circumstances, it may be that Owners would continue to hold their Series 2023 Certificates, receiving Principal Components and Interest Components as and when due, but would be required to pay federal and State income tax on each payment of the Interest Component as received or accrued.

Special Counsel expresses no opinion as to the federal or State tax exemption of the Interest Components on the Series 2023 Certificates in the event of payment thereof (1) if the City fails to budget and appropriate sufficient moneys to pay the Rental Payments under the Lease or (2) the Lease terminates for any reason.

Risk of Audit

The Service has established an ongoing program to audit tax-exempt obligations to determine whether interest on such obligations should be included in gross income for federal income tax purposes. Owners of the Series 2023 Certificates are advised that, if an audit of the Series 2023 Certificates were commenced, the Service,

* Preliminary; subject to change.

in accordance with its current published procedures, is likely to treat the City as the taxpayer, and the Owners of the Series 2023 Certificates may not have a right to participate in such audit. Public awareness of any audit could adversely affect the market value and liquidity of the Series 2023 Certificates during the pendency of the audit, regardless of the ultimate outcome of the audit.

Loss of Premium from Prepayment

Any person who purchases a Series 2023 Certificate at a price in excess of its principal amount or who holds such Series 2023 Certificate trading at a price in excess of par should consider the fact that the Series 2023 Certificates are subject to prepayment prior to maturity at the Prepayment Prices described herein if the Series 2023 Certificates are prepaid prior to maturity. See **"THE SERIES 2023 CERTIFICATES – Prepayment Provisions."**

Defeasance Risks

When all Certificates are deemed paid as provided in the Indenture (see ***Appendix C***), the Indenture will be released and terminated, and the Trust Estate held under the Indenture, as well as the Property encumbered by the Lease as security for the Certificates, will be released. Any Certificate shall be deemed paid when (1) payment of the Principal Component of Rental Payments evidenced by such Certificate and premium, if any, thereon and the Interest Component of Rental Payments payable with respect thereto whether such payment is by reason of the stated payment date or upon prepayment as provided in the Indenture either (a) has been made in accordance with the terms of such Certificate (determined assuming the City has appropriated funds to pay all Rental Payments through the final Renewal Term of the Lease or through the Prepayment Date), or (b) has been provided by irrevocably depositing, in trust and irrevocably set aside exclusively for such payment, (i) cash sufficient to make such payment and/or (ii) Government Obligations, maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, and (2) all necessary and proper fees, compensation and expenses of the Trustee pertaining to such Certificate have been paid or the payment thereof provided for to the satisfaction of the Trustee. Government Obligations include, in addition to cash and obligations pre-refunded with cash, bonds, notes, certificates of indebtedness, treasury bills and other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America. Historically, such United States obligations have been rated in one of the two highest rating categories by the rating agencies. There is no legal requirement in the Indenture or the Lease that Government Obligations consisting of such United States obligations be or remain rated in one of the two highest rating categories by any rating agency. Prices of municipal securities in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and that could include the rating of Certificates defeased with Government Obligations to the extent the Government Obligations have a change or downgrade in rating.

Cybersecurity Risks

The City relies on its information systems to provide security for the processing, transmission and storage of confidential personal, health-related, credit and other information. It is possible that the City's security measures will not prevent improper or unauthorized access or disclosure of personally identifiable information resulting from cyber-attacks. Security breaches, including electronic break-ins, computer viruses, attacks by hackers and similar breaches can create disruptions or shutdowns of the City and the services it provides or the unauthorized disclosure of confidential personal, health-related, credit and other information. If personal or otherwise protected information is improperly accessed, tampered with or distributed, the City may incur significant costs to remediate possible injury to the affected persons, and the City may be subject to sanctions and civil penalties if it is found to be in violation of federal or State laws or regulations. Any failure to maintain proper functionality and security of information systems could interrupt the City's operations, delay receipt of revenues, damage its reputation, subject it to liability claims or regulatory penalties and could have a material adverse effect on its operations, financial condition and results of operations. The City currently has cybersecurity insurance through The Traveler's Indemnity Company in the amount of $2,000,000.

Changes in State and Local Tax Laws

Any change in the current system of collection and distribution of sales tax revenues, including TDD Sales Tax Revenues, including judicial action concerning such taxes, could adversely affect the availability of Net Revenues to pay the principal of and interest on the Series 2023A Certificates. There can be no assurances, however, that the current system of collection and distribution of sales tax revenues in the State will not be changed by the State or the courts.

The Hancock Amendment

An amendment to the Missouri Constitution limiting taxation and government spending was approved by Missouri voters on November 4, 1980. This amendment limits the ability of the City to impose new or increased taxes to provide funding for the payment of the Series 2023 Certificates, or other governmental purposes of the City, without voter approval. The amendment (commonly known as the Hancock Amendment) limits the rate of increase and the total amount of taxes which may be imposed in any Fiscal Year, and the limit may not be exceeded without voter approval. The tax rate ceiling, determined annually, is the rate of levy which, when charged against the newly assessed valuation of the City for the current year, excluding new construction and improvements, will produce an amount of tax revenues equal to tax revenues for the previous year increased by 5% or the Consumer Price Index, whichever is lower. The limitation on local governmental units does not apply to taxes imposed for the payment of principal of and interest on general obligation bonds approved by the requisite percentage of voters.

The Hancock Amendment also requires political subdivisions of the State to obtain voter approval in order to increase any "*tax, license or fee*." The precise meaning and application of the phrase "*tax, license or fee*" is unclear, but decisions of the Missouri Supreme Court have indicated that it does not apply to traditionally set user fees. The limitations imposed by the Hancock Amendment restrict the City's ability to increase many but not all taxes, licenses and certain fees without obtaining voter approval.

In 2008, through the enactment of Senate Bill 711 ("SB 711"), the Missouri General Assembly approved further limitations on the amount of property taxes that can be imposed by a political subdivision such as the City. Prior to the enactment of SB 711, a Hancock rollback would not necessarily result in a reduction of the City's property tax levy if its current tax levy was less than its current tax levy ceiling, due to the City's voluntary rollback from the maximum authorized tax levy. The property tax levy is the levy actually imposed by a political subdivision while the tax rate ceiling is the maximum levy the political subdivision may impose under the provisions of the Hancock Amendment. Under SB 711, in reassessment years (odd-numbered years), the Hancock rollback is applied to a political subdivision's actual property tax levy, regardless of whether that levy is at the political subdivision's tax levy ceiling. This further reduction is sometimes referred to as an "SB 711 rollback." In non-reassessment years (even-numbered years), the property tax levy may be increased to the political subdivision's tax levy ceiling (as adjusted by the Hancock rollback), only after a public hearing and adoption of a resolution or policy statement justifying the action.

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PLAN OF FINANCING

The Property and the Community Center Projects

The Property consists of acquiring, constructing, reconstructing, acquiring, remodeling, equipping, furnishing and otherwise improving the TDD Property and the Park Property. The City will also be acquiring, constructing, acquiring, equipping and furnishing the Community Center Projects.

TDD Property

On August 26, 2022, the District adopted a resolution approving additional projects to be funded by the TDD Sales Tax. On January 3, 2023, voters in the District approved the following projects (the "TDD Property"):

- A road connecting Highway 291 to one or more points on South Jefferson Parkway;
- A road connecting Royal Street to North Commercial Street;
- Commuter parking lots;
- Other necessary improvements allowable under the TDD Act for which requisitions are submitted in accordance with the Indenture.

The TDD Property is estimated to cost approximately $15,602,476. The City received a Governor's Transportation Cost-Share Program grant in the amount of $4,486,556 to help provide funds for the TDD Property.

Park Property and Community Center Projects

The City intends to replace valves and slide pumps (the "Park Property") at its outdoor pool and also intends to replace HVAC units, install new HVAC system controls and an HVAC system server (the "Community Center Projects") at the City's Community Center. The total cost of the Park Property and the Community Center Projects is approximately $350,000.

A portion of the proceeds of the Series 2023A Certificates will be used to finance the TDD Property and a portion of the proceeds of the Series 2023B Certificates will be used to finance the Park Property and the Community Center Projects. The TDD Property and the Park Property are personal property referred to herein as the **"Property."** Accordingly, it is only the Property financed with the proceeds of the Series 2023 Certificates that will serve as the Property secured by the Lease. The Community Center Projects are not included in the Property. See the caption **"RISK FACTORS AND INVESTMENT CONSIDERATIONS – Dilution of Security for the Series 2023 Certificates and Limited Value of the Property"** herein.

[remainder of page intentionally left blank]

Refunding of Refunded Bonds and Refunded Lease Payments

The Series 2023A Certificates are being issued, in part, to refund the District's outstanding Transportation Sales Tax Revenue Bonds (Interstate 49/Highway 291 Interchange Project – Harrisonville, Missouri), Series 2014 (the "Refunded Bonds") and a portion of the City's Lease Purchase Agreement with Zion's Bancorporation, Inc. dated February 10, 2021 (the "2021 Lease").

Proceeds of the Series 2023A Certificates will refund the Refunded Bonds, outstanding in the aggregate principal amount of $4,730,000 on _____________, 2023, which Refunded Bonds are further described below:

Dated Date	Maturity Date	Interest Rate	Principal Amount Refunded	Redemption Date	CUSIP No.
03/25/14	11/01/2024	4.875%	$1,145,000[(1)]	____ __, 2023	43123E AH4
03/25/14	11/01/2029	5.375	3,585,000	____ __, 2023	43123E AJ0

[(1)] Amount remaining after mandatory sinking fund payments in November 2021 and November 2022.

On the date of issuance of the Series 2023A Certificates, the City will deposit proceeds from the sale of the Series 2023A Certificates, together with moneys on deposit in the funds established for the Refunded Bonds, in the total amount of $______________ in the Escrow Fund established under an Escrow Letter of Instructions to Redeem Bonds (the "Escrow Agreement"), from the City to UMB Bank, N.A., Kansas City, Missouri, as escrow agent (the "Escrow Agent"). Such moneys deposited with the Escrow Agent will be held uninvested in the Escrow Fund and applied to the payment of the principal of and interest on the Refunded Bonds as shown above.

After the issuance of the Series 2023A Certificate and the deposit of the proceeds thereof and other moneys with the Escrow Agent pursuant to the Escrow Agreement, the holders of the Refunded Bonds are given a lien on, and the principal of and interest on the Refunded Bonds will be payable from, the moneys held in the Escrow Fund. Under the Escrow Agreement, the money held by the Escrow Agent is pledged for such purposes and no other.

Proceeds of the Series 2023B Certificates will refund a portion of the 2021 Lease on April __, 2023, as described below (the "Refunded Lease Payments"):

Dated Date	Maturity Date[(1)]	Interest Rate	Principal Amount Refunded	Redemption Date
02/10/21	11/01/2023	1.35%	$724,200	04/__/23
02/10/21	11/01/2024	1.35	734,000	04/__/23
02/10/21	11/01/2025	1.35	743,900	04/__/23

On the date of issuance of the Series 2023B Certificates, the City will deposit proceeds from the sale of the Series 2023B Certificates in the total amount of $______________ with Zion's Bancorporation, Inc. for the prepayment of the Refunded Lease Payments.

Sources and Uses of Funds

The sources and uses of the proceeds of the Series 2023A Certificates are as follows:

Sources of Funds:	
Par Amount of Series 2023A Certificates	$
Transfer from Refunded Bonds Debt Service Reserve Fund	
Transfer from Refunded Bonds Project Fund	
Transfer from Refunded Bonds Surplus Fund	
Net Original Issue Premium	
Total	$
Uses of Funds:	
Deposit to Series 2023A Project Fund	$
Deposit to pay Refunded Bonds	
Deposit to Compliance Fund	
Costs of Delivery (including Underwriter's discount)	
Total	$

The sources and uses of the proceeds of the Series 2023B Certificates are as follows:

Sources of Funds:	
Par Amount of Series 2023B Certificates	$
Net Original Issue Premium	
Total	$
Uses of Funds:	
Deposit to Series 2023B Project Fund	$
Deposit to pay Refunded Lease Payments	
Costs of Delivery (including Underwriter's discount)	
Total	$

THE CITY

The City is located in west central Missouri at the intersection of Interstate 49 and Missouri State Highways 7 and 291, a distance of 37 miles south of Kansas City, Missouri, and is the county seat of Cass County, Missouri. The City serves as a center for commerce, banking, education, agriculture enterprise and light industry. Its location provides access to the cultural, commercial, leisure and sporting attractions of the metropolitan Kansas City area. The total area of the City is approximately 8.7 square miles. According to the 2020 Census, the City's population is approximately 10,121 persons.

The City was established in 1837 and incorporated in 1851. The City is a fourth-class city and political subdivision of the State of Missouri, organized and existing under the Constitution and laws of the State of Missouri. The City is governed by a Mayor-Board of Aldermen form of municipal government. The legislative body of the City is the Board of Aldermen, which is comprised of a mayor who is elected at-large every four years and eight aldermen, who are elected from four wards to serve alternating four-year terms. See ***Appendix A*** for additional information about the City.

THE DISTRICT

Overview

The District is a transportation development district and political subdivision of the State of Missouri, formed pursuant to the TDD Act. The qualified voters in the District approved the formation of the District on November 18, 2008 for the purpose of funding the Transportation Projects. The Cass County Circuit Court issued an order on January 12, 2009, acknowledging creation of the District. On August 26, 2022, the District adopted a resolution approving an additional project to be funded by the TDD Sales Tax. On January 3, 2023, voters in the District approved the a new project that consists of the TDD Property.

The District has an area of approximately 181 acres (not including right-of-way areas). The District is located entirely within the boundaries of the City. There is no overlap between the District's boundaries and the boundaries of other transportation development districts located in the City. No tax increment financing development areas are located within the boundaries of the District. See ***Appendix A*** for additional information about the District.

Competition

Retail entities in close proximity to the District, including other Wal-Mart stores, compete for shoppers with the retail entities located within the District. One shopping center, located outside the District boundaries and approximately one mile from the District, is anchored by a Price Chopper grocery store and also includes a convenience store, a CVS drug store, a nail salon and a few restaurants. A second retail center, located approximately two miles from the District, is anchored by a Sutherland's hardware store and also includes a Comfort Inn motel.

Wal-Mart stores in close proximity to the District are located in the city of Raymore, Missouri, which is approximately 15 miles north of the District, the city of Clinton, Missouri, which is approximately 30 miles southeast of the District, the city of Butler, Missouri, which is approximately 30 miles south of the District, the city of Blue Springs, Missouri, which is approximately 28 miles northeast of the District, and the city of Lee's Summit, Missouri, which is approximately 20 miles north of the District. The District believes that these Wal-Mart stores do not compete directly for shoppers with the Wal-Mart Supercenter located in the District.

Financing Agreement

The City and the District entered into a Financing Agreement dated April 1, 2023 (the "Financing Agreement") for the purpose of providing funds to pay the Interest Components and Principal Components of Rental Payments due on the Series 2023A Certificates from Net Revenues. The District has agreed pursuant to the Financing Agreement to include in its budget proposals submitted to the District's Board of Directors, a request to appropriate the Net Revenues collected in each year for transfer by the City to the Trustee for application under the Indenture (including the payment of Rental Payments relating to the Series 2023A Certificates). See "**Section 6.01. Establishment of Funds; Transfer of Net Revenues**" and "**Section 6.07. Revenue Fund**" in the "**FORM OF INDENTURE**" in ***Appendix C*** attached hereto for a description of the Net Revenue Transfers and the application of Net Revenues under the Indenture. If the City pays any Rental Payments related to the Series 2023A Certificates from sources other than Net Revenues, the City shall be entitled to reimbursement of such amounts as the first priority of payment from the Surplus Fund. When the Series 2023A Certificates have been fully paid and retired, if any reimbursement is still owed to the City, the City shall apply Net Revenues to such reimbursement until such remaining amount is fully paid.

Cooperative Agreement

Pursuant to the Second Amended and Restated Cooperative Agreement, dated October 30, 2012 (the "Cooperative Agreement"), between the District and the City, the City has agreed, among other things, to administer and account for the TDD Sales Tax on behalf of the District and to assist the District in enforcing collections of the TDD Sales Tax. The City deposits the TDD Sales Tax revenues remitted to it on behalf of the District by the Missouri Department of Revenue into a segregated account created specifically for such purpose (referred to herein as the "Transportation Development District Sales Tax Trust Fund"). The City receives a fee for performing such administration, accounting and enforcement duties on behalf of the District in the amount of 1.0% of the total amount of TDD Sales Tax revenues remitted to the City by the Missouri Department of Revenue. The City retains its 1.0% collection fee and other amounts specified in the Cooperative Agreement and the Indenture prior to transferring Net Proceeds to the Trustee.

LEGAL MATTERS

Legal matters with respect to the authorization, delivery and sale of the Series 2023 Certificates are subject to the approving legal opinion of Gilmore & Bell, P.C., Kansas City, Missouri, Special Counsel to the City, whose approving opinion will be available at the time of delivery of the Series 2023 Certificates. Gilmore & Bell, P.C. will also pass upon certain legal matters relating to this Official Statement.

The various legal opinions to be delivered concurrently with the delivery of the Series 2023 Certificates express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transactions opined upon, or of the future performance of parties to such transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

The following is a summary of the material federal and State income tax consequences of holding and disposing of the Series 2023 Certificates. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Series 2023 Certificates as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers) and, except for the income tax laws of the State, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Series 2023 Certificates in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Series 2023 Certificates.

Opinion of Special Counsel

In the opinion of Gilmore & Bell, P.C., Special Counsel to the City, under the law existing as of the date of delivery of the Series 2023 Certificates:

Federal and State of Missouri Tax Exemption. The Interest Component of Rental Payments paid by the City under the Lease and distributed to the Owners of the Series 2023 Certificates (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is exempt from income taxation by the State.

Alternative Minimum Tax. The Interest Component of Rental Payments paid by the City under the Lease and distributed to the Owners of the Series 2023 Certificates is not an item of tax preference for purposes of computing the federal alternative minimum tax.

No Bank Qualification. The City's obligation to pay Rental Payments under the Lease is a not a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the **"Code"**).

Special Counsel's opinions are provided as of the date of delivery of the Series 2023 Certificates, subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the delivery of the Series 2023 Certificates in order that the Interest Component be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of the Interest Component in gross income for federal and State income tax purposes retroactive to the date of delivery of the Series 2023 Certificates. Special Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Series 2023 Certificates but has reviewed the discussion under this section **"TAX MATTERS."**

Other Tax Consequences

Original Issue Discount. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Series 2023 Certificate over its issue price. The stated redemption price at maturity of a Series 2023 Certificate is the sum of all payments on the Series 2023 Certificate other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2023 Certificate is generally the first price at which a substantial amount of the Series 2023 Certificates of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt obligations accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2023 Certificate during any accrual period generally equals (1) the issue price of that Series 2023 Certificate, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Series 2023 Certificate (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any Interest Component payable on that Series 2023 Certificate during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes and will increase the owner's tax basis in that Series 2023 Certificate. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.

Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Series 2023 Certificate over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2023 Certificate is the sum of all payments on the Series 2023 Certificate other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2023 Certificate is generally the first price at which a substantial amount of the Series 2023 Certificates of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt obligations amortizes over the term of the Series 2023 Certificate using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Series 2023 Certificate and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Series 2023 Certificate prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of premium.

Sale, Exchange or Retirement of Series 2023 Certificates. Upon the sale, exchange or retirement (including prepayment) of a Series 2023 Certificate, an owner of the Series 2023 Certificate generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange or retirement of the Series 2023 Certificate (other than in respect of the accrued and unpaid Interest Component) and such owner's adjusted tax basis in the Series 2023 Certificate. To the extent a Series 2023 Certificate is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Series 2023 Certificate has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of Principal Component, Interest Component and prepayment premium paid on the Series 2023 Certificates, and to the proceeds paid on the sale of the Series 2023 Certificates, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Series 2023 Certificates should be aware that ownership of the Series 2023 Certificates may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Series 2023 Certificates. Special Counsel expresses no opinion regarding these tax consequences. Purchasers of Series 2023 Certificates should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Series 2023 Certificates, including the possible application of state, local, foreign and other tax laws.

Special Counsel notes that for tax years beginning after December 31, 2022, the Interest Component of Rental Payments on the Series 2023 Certificates may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

Tax Consequences Subsequent to an Event of Default or Event of Nonappropriation

Special Counsel has rendered no opinion with respect to the income tax consequences applicable to the Series 2023 Certificates subsequent to a termination of the Lease by reason of an Event of Nonappropriation or an Event of Default. If the Lease is terminated by reason of either such event, there is no assurance that the Interest Component of Rental Payments received with respect to the Series 2023 Certificates will remain excludable from gross income for federal income tax purposes.

CONTINUING DISCLOSURE AGREEMENT

General

The City will execute the Continuing Disclosure Agreement to assist the Underwriter in complying with the Rule. The City is the only "obligated person" with responsibility for continuing disclosure. The proposed form of the Continuing Disclosure Agreement is included in this Official Statement as ***Appendix D***.

Prior Undertakings

The City has engaged in undertakings similar to the Continuing Disclosure Agreement with respect to certain prior obligations of the City to provide to the national information repositories (presently, only the MSRB) the City's audited financial statements and certain operating data. In the last five years (December 31, 2017 through December 31, 2022) the City has not been timely in filing its financial statements and operating data for the fiscal years ended December 31, 2020, 2019, and 2017 and did not timely file a failure to file notice for the fiscal year ended December 31, 2019. [any material event misses?] In order to further promote compliance with the City's obligations under its continuing disclosure undertakings with respect to the timeliness and content of annual reports, the City has engaged Baker Tilly Municipal Advisors, LLC, as dissemination agent.

Electronic Municipal Market Access System (EMMA)

All Annual Reports and notices of Material Events required to be filed by the City pursuant to the Continuing Disclosure Agreement must be submitted to the MSRB through the MSRB's Electronic Municipal Market Access system ("EMMA"). EMMA is an internet-based, online portal for free investor access to municipal bond information, including offering documents, material event notices, real-time municipal securities trade prices and MSRB education resources, available at www.emma.msrb.org. Nothing contained on EMMA relating to the City or the Series 2023 Certificates is incorporated by reference in this Official Statement.

RATING

S&P Global Ratings (the **"Rating Agency"**) has assigned the Series 2023 Certificates the rating of "___." Such rating reflects only the view of the Rating Agency at the time such rating is given, and the Financial Advisor and the City make no representation as to the appropriateness of such rating. An explanation of the significance of the rating may be obtained only from the Rating Agency.

The City has furnished the Rating Agency with certain information and materials relating to the Series 2023 Certificates and the City that have not been included in this Official Statement. Generally, rating agencies base their ratings on the information and materials so furnished and on investigations, studies and assumptions made by the rating agencies. There is no assurance that a particular rating will be maintained for any given period of time or that it will not be lowered or withdrawn entirely if, in the judgment of the rating agency originally establishing such rating, circumstances so warrant. Neither the City nor the Underwriter has undertaken any responsibility to bring to the attention of the Owners of the Series 2023 Certificates any proposed revision or withdrawal of the rating of the Series 2023 Certificates or to oppose any such proposed revision or withdrawal. The City is required to notify the Owners of the Series 2023 Certificates of any rating changes pursuant to the Continuing Disclosure Agreement but is not required to (1) disclose any rating revisions proposed by the Rating Agency or (2) oppose any such proposed revision or withdrawal of the rating on the Series 2023 Certificates. See the proposed form of the Continuing Disclosure Agreement in ***Appendix D*** of this Official Statement. Any downward revision or withdrawal of the rating may have an adverse effect on the market price and marketability of the Series 2023 Certificates.

FINANCIAL ADVISOR

McLiney And Company, a division of SAMCO Capital Markets, Inc. (the "Financial Advisor") has acted as Financial Advisor to the City in connection with the sale of the Series 2023 Certificates. The Financial Advisor has assisted the City in matters relating to the planning, structuring and issuance of the Series 2023 Certificates and various other debt related matters. The Financial Advisor will not be a manager or a member of any purchasing group submitting a proposal for the purchase of the Series 2023 Certificates.

ABSENCE OF LITIGATION

There is not now pending or, to the knowledge of the City, threatened, any litigation seeking to restrain or enjoin or in any way limit the approval or delivery of this Official Statement or the Series 2023 Certificates or the proceedings or authority under which they are to be delivered. There is no litigation pending or, to the knowledge of the City, threatened which in any manner challenges or threatens the powers of the City to enter into or carry out the transactions contemplated by the Indenture and the Lease.

UNDERWRITING

Based upon bids received by the City on April __, 2023, the Series 2023 Certificates were awarded to _______________ as the original purchaser and underwriter of the Series 2023 Certificates (the "Underwriter"). The Underwriter has agreed, subject to certain conditions, to purchase the Series 2023 Certificates from the City at a purchase price of $_______________ (equal to the par amount of the Series 2023 Certificates less an underwriter's discount of $__________ and plus [net] original issue premium of $__________). The Underwriter is purchasing the Series 2023 Certificates from the City for resale in the normal course of the Underwriter's business activities. The Underwriter reserves the right to offer any of the Series 2023 Certificates to one or more purchasers on such terms and conditions and at such price or prices as the Underwriter, in its discretion, shall determine.

CERTAIN RELATIONSHIPS

Gilmore & Bell, P.C., Special Counsel to the City, has represented the Trustee in transactions unrelated to the delivery of the Series 2023 Certificates but is not representing the Trustee or the Underwriter in connection with the delivery of the Series 2023 Certificates.

MISCELLANEOUS

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is made to all such documents for full and complete statements of all matters of fact relating to the Series 2023 Certificates, the security for the payment of the Series 2023 Certificates and the rights of the Owners thereof. During the period of the offering, copies of drafts of such documents may be examined at the offices of the Underwriter; following delivery of the Series 2023 Certificates, copies of such documents may be examined at the offices of the Trustee. The information contained in this Official Statement has been compiled from official and other sources that are deemed to be reliable, and while not guaranteed as to completeness or accuracy, is believed to be correct as of this date.

Any statement made in this Official Statement involving matters of opinion or of estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the information presented herein since the date hereof. This Official Statement is not to be construed as a contract or agreement between the City, the Trustee or the Underwriter and the purchasers or Owners of any Series 2023 Certificates.

The form of this Official Statement, and its distribution and use by the Underwriter, has been approved by the City and the Trustee; however, the Trustee has made no warranty or representations regarding either the accuracy or sufficiency of any material contained herein. Neither the City nor the Trustee nor any of their officers, directors or employees, in either their official or personal capacities, has made any warranties, representations or guarantees regarding the financial condition of the City or the City's ability to make payments required of it under the Lease and the Indenture; and further, neither the City nor the Trustee nor their officers, directors or employees assume any duties, responsibilities or obligations in relation to the delivery of the Series 2023 Certificates other than those either expressly or by fair implication imposed on the City or the Trustee by the Lease and the Indenture.

The City has duly authorized the delivery of this Official Statement.

CITY OF HARRISONVILLE, MISSOURI

By: ____________________________________
Mayor

APPENDIX A

THE CITY AND THE DISTRICT

APPENDIX B

CITY'S COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2021

AND

THE DISTRICT'S UNAUDITED FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2021

APPENDIX C

FORM OF INDENTURE, LEASE AGREEMENT, AND FINANCING AGREEMENT

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT

Council Bill No. 2023 -______
Ordinance # _____

AN ORDINANCE AUTHORIZING THE CITY OF HARRISONVILLE, MISSOURI, REFUNDING AND IMPROVEMENT CERTIFICATES OF PARTICIPATION, SERIES 2023 AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION WITH THE DELIVERY OF THE CERTIFICATES.

WHEREAS, the Highway 71/291 Partners in Progress Transportation Development District (the "District") has previously issued its Transportation Sales Tax Revenue Bonds (Interstate 49/Highway 291 Interchange Project - Harrisonville, Missouri), Series 2014 (the "Refunded Bonds") to finance the costs of certain transportation projects within the City; and

WHEREAS, the City has previously entered into a Lease Purchase Agreement dated as of February 10, 2021 with Zions Bancorporation, N.A. (the "2021 Lease") to finance improvements to the City's Community Center and the acquisition of certain equipment for the City; and

WHEREAS, the Board of Aldermen finds and determines that it is advantageous and in the best interests of the City that the City enter into certain transactions with UMB Bank, N.A., as trustee (the "Trustee"), relating to the delivery of the City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation, Series 2023, consisting of the City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation (Transportation Improvements Project), Series 2023A (the "Series 2023A Certificates") and the City of Harrisonville, Missouri Refunding and Improvement Certificates of Participation (Park Improvements Project), Series 2023B (the "Series 2023B Certificates," together with the Series 2023A Certificates, the "Series 2023 Certificates") evidencing proportionate interests in the right to receive rental payments (the "Rental Payments" as further described in the hereafter described Indenture) payable pursuant to the hereafter described Lease, for the purpose of (a) paying costs for City to acquire, construct and install the Property (defined below) and other improvements to the City's Community Center (the "Community Center Projects"), (b) refunding the Refunded Bonds and a portion of the 2021 Lease (the "Refunded Lease Payments," and together with the Refunded Bonds the "Refunded Obligations"), and (c) paying the costs of delivering the Series 2023 Certificates and the refunding of the Refunded Obligations; and

WHEREAS, in connection with the delivery of the Certificates, the Board of Aldermen desires to authorize the execution of (a) a Trust Indenture between the City and Trustee (the "Indenture"), (b) a Lease Agreement between the City and Trustee executed in connection with the Series 2023 Certificates (the "Lease"), pursuant to which (i) proceeds of the Certificates will be used as provided in this Ordinance; (ii) the City will lease certain personal property, including transportation improvements (the "TDD Property") and park improvements (the "Park Property," together with the TDD Property, the "Property") from the Trustee for an initial term ending December 31, 2023 (the "Initial Term"), with successive one-year renewal options (the "Renewal Terms") exercisable by the City subject to annual budget appropriations; and (iii) the City will pay Rental Payments to the Trustee consisting of a principal component, premium, if any, and interest component for the use of the Property; and

WHEREAS, the City and the District will enter into a Financing Agreement (defined below), for the purpose of providing funds to pay the interest components and principal components due on the Series 2023A Certificates from certain revenues generated by the District; and

WHEREAS, the Board of Aldermen of the City further finds and determines that it is necessary and desirable in connection with the lease of the Property from the Trustee and the delivery of the

Certificates that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, AS FOLLOWS:

Section 1. Approval of Delivery of the Series 2023 Certificates. The City hereby approves the delivery by the Trustee of the Series 2023 Certificates for the purpose of (a) financing the costs of acquiring, constructing, installing, improving, furnishing and equipping the Property and the Community Center Projects, (b) refunding the Refunded Obligations, and (c) paying the costs of delivering the Series 2023 Certificates and refunding of the Refunded Obligations. The Series 2023 Certificates shall be delivered and secured pursuant to the herein approved Indenture and the Lease. The Series 2023 Certificates shall be dated, shall become due in the years and in the respective principal amounts and shall bear interest and be payable as provided in the herein approved Indenture and the herein approved Certificate Purchase Agreement (the "Certificate Purchase Agreement"); provided, however, that (1) the Series 2023A Certificates shall be delivered in a principal amount not to exceed $25,700,000, shall have a final maturity not later than 2054, shall have a weighted average maturity of not more than 23.5 years, shall bear interest at various interest rates not to exceed a true interest cost of 5.50%, and shall be subject to optional prepayment not later than 2030, and (2) the Series 2023B Certificates shall be delivered in a principal amount not to exceed $2,655,000, shall have a final maturity not later than 2034, shall have a weighted average maturity of not more than 7 years, shall bear interest at various interest rates not to exceed a true interest cost of 4.90%, and shall be subject to optional prepayment not later than 2029. The signatures of the authorized officials of the City on the Indenture and the Certificate Purchase Agreement shall constitute conclusive evidence of their approval and the City's approval thereof.

The Certificates shall be sold to the purchaser (the "Purchaser"), at the price and upon the terms and conditions set forth in the herein approved Certificate Purchase Agreement. The Certificates shall be in such denominations, shall be in such forms, shall be subject to prepayment prior to the stated payment dates thereof, shall have such other terms and provisions, and shall be executed and delivered in such manner subject to such provisions, covenants and agreements, as are set forth in the Indenture and the Certificate Purchase Agreement.

Section 2. Limited Obligations. The Series 2023 Certificates and the interest with respect thereto shall be limited obligations, payable solely out of the rents, revenues and receipts received by the Trustee from the City pursuant to the Lease. The Series 2023 Certificates and the interest with respect thereto shall not constitute a debt or liability of the City, the State of Missouri or of any political subdivision thereof, and the Series 2023 Certificates shall not constitute indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Section 3. Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents") in substantially the forms filed in the records of the City, with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture between the City and the Trustee.
(b) Lease Agreement between the City and the Trustee.
(c) Certificate Purchase Agreement among the City, the Trustee and the Purchaser.
(d) Financing Agreement between the City and the District.
(e) Tax Compliance Agreement for the Series 2023A Certificates between the City and the Trustee (and the District, if necessary in the opinion of special counsel).

(f) Tax Compliance Agreement for the Series 2023B Certificates between the City and the Trustee.

(g) Continuing Disclosure Agreement between the City and the Trustee, as dissemination agent.

Section 4. Execution of Documents. The City is hereby authorized to enter into and the Mayor is hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the City Documents, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 5. Prepayment of the Refunded Obligations. The City hereby approves the refunding, defeasance and prepayment of Refunded Bonds and the refunding, defeasance and prepayment of the Refunded Lease Payments as soon as reasonably practical.

Section 6. Budget for Rental Payments. The Board of Aldermen of the City hereby directs the appropriate officials of the City to include in the City's budget amounts sufficient to pay the Rental Payments and any Additional Payments due under the Lease during the fiscal year ending December 31, 2023, which may be reduced by any amounts anticipated to be paid from funds generated by the District.

Section 7. Preliminary and Final Official Statement. The Preliminary Official Statement, in substantially the form on file in the records of the City, is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or City Administrator is hereby authorized to execute the Official Statement and the Purchaser of the Series 2023 Certificates is hereby authorized to use the Official Statement in connection with the sale of the Series 2023 Certificates. For the purpose of enabling the purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the purchaser to comply with the requirements of such Rule.

The City agrees to provide to the purchaser within seven business days of the sale date of the Series 2023 Certificates an electronic copy of the final Official Statement to enable the purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 8. Further Authority. The officers, agents and employees of the City, including the Mayor, the City Administrator, and the City Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the City Documents, to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed that they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 9. Repeal of Conflicting Ordinances. All prior ordinances of the City or any parts thereof in conflict with any or all of the foregoing provisions are hereby repealed to the extent of such conflict.

Section 10. Effective Date. This Ordinance shall take effect and be in full force immediately after its adoption by the Board of Aldermen of the City and approval by the Mayor.

VOTE TAKEN AS FOLLOWS:

AYES:
NAYES:
ABSENT:
ABSTAIN:

[remainder of page intentionally left blank]

READ FOR THE FIRST TIME BY TITLE ONLY ON THE ______ DAY OF APRIL 2023 AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE ______ DAY OF APRIL 2023 AND PASSED BY THE BOARD OF ALDERMEN THIS ______ DAY OF APRIL 2023.

____
Mayor and Ex-Officio Chairman of the
Board of Aldermen

[SEAL]

ATTEST:

____
City Clerk
WITNESS my hand and seal this ____ day of April, 2023.