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CITY OF SEDALIA
SPECIAL COUNCIL MEETING

Wednesday, December 5, 2012
6:00 P.M.
Mayor's Conference Room
Municipal Building
200 S. Osage Avenue

AGENDA

1. Ordinance approving the delivery of the City of Sedalia Missouri Certificates of Participation, Series 2012 for the purpose of providing funds to finance the costs of projects in the City; and authorizing certain other actions in connection with the delivery of the certificates.
2. Ordinance amending Sections 40-399(a), 40-399 (c) and 40-402 (b) and adding Sections 40-399 (f), (g) and 40-406 to the Code of Ordinances relating to Firefighters' Retirement Fund.

The City Council reserves the right to discuss any other topics that are broached during the course of this meeting.

Posted December 3, 2012

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 40-399 (a), 40-399(c) and 40-402 (b) AND ADDING SECTIONS 40-399 (f), (g), and 40-406 TO THE CODE OF ORDINANCES RELATING TO FIREFIGHTERS' RETIREMENT FUND.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI, AS FOLLOWS:

Section 1. Section 40-399 (a) is amended to read as follows:

" (a) Subject to any election made pursuant to subsection (f), a participant employed on or after April 1, 1999, shall receive an annual retirement benefit, in the standard form of payment specified in subsection (c), equal to 50 percent of $32,000.00 effective the first pay period of the fiscal year 1999-2000; such base amount to be adjusted upwards by three percent each fund anniversary date the participant is currently employed to reflect a programmed increase subject to the limitations of Internal Revenue Code section 415 in effect each January 1."

Section 2. Section 40-399(c) is amended to read as follows:

" (c) Standard Form of Payment.

The standard form of retirement benefit payable to a retired participant who is married at the time of retirement shall be a monthly pension commencing on the participant's retirement date and continuing for the participant's life. For a participant who is not married at the time of retirement, the standard form of retirement benefit shall be a monthly pension commencing on the participant's retirement date and continuing for the participant's life, but with a minimum of 120 monthly payments guaranteed (with any such payments which become payable after the participant's death to be paid to the participant's designated beneficiary). Regardless of a particpant's marital status, the amount of the monthly retirement benefit payable in such standard form shall be the amount determined under subsection (a), as may be adjusted under subsections (b), (d), and (e).

Section 3. Section 40-399 (f) and (g) are added to read as follows:

" (f) Optional Forms of Payment.

By filing a written application with the board of trustees, on a form prescribed by the board of trustees, a participant who is eligible to retire under this plan may elect to receive one of the following optional forms of payment, in lieu of both the monthly retirement benefit to which he or she would otherwise be entitled upon retirement and any death benefits that are otherwise payable to the participant's surviving spouse under subsection 40-402(b); provided, however, that such an election shall not change the survivor benefits payable pursuant to that subsection to the participant's minor children who are living as of the participant's annuity starting date.

Council Agenda

(1) Joint and Survivor Annuity. A married participant may elect to receive a reduced retirement benefit payable for life, and payments in an amount equaling 75% or 100% of the amount that is payable each month to the participant shall, after the participant's death, be continued to the participant's surviving spouse during the latter's lifetime.

(2) Life with Ten-Year Certain Annuity. Subject to the spousal consent requirements described in paragraph (g), a married participant may designate his or her spouse, or any other person, as his-designated beneficiary, and receive an adjusted retirement benefit payable for life, with a minimum of 120 monthly payments guaranteed, any such payments which become payable after the participant's death to be paid to the participant's beneficiary for the balance of such period.

(3) Single-Life Annuity. An unmarried participant may elect to receive his or her retirement benefit as an increased monthly pension for his or her life, with no guaranteed payments (in lieu of the standard form of payment, which includes guaranteed payments for 120 months).

If an unmarried participant elects the Single-Life Annuity option described in paragraph (~~2~~3), the monthly amount payable under such option shall be actuarially equivalent to the monthly amount payable under the standard payment form. If-a married participant elects one of the optional forms of payment described in paragraphs (1) or (2), the monthly-amount payable under each optional form shall be determined using the following-tables of conversion factors:

Council Agenda

Factors to Convert 50% J&S to 75% J&S

Age of Beneficiary >>>>	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54
Age of Spouse vvv															
40	0.990	0.990	0.991	0.991	0.991	0.992	0.992	0.993	0.993	0.993	0.994	0.994	0.994	0.995	0.995
41	0.989	0.989	0.990	0.990	0.991	0.991	0.991	0.992	0.992	0.993	0.993	0.993	0.994	0.994	0.994
42	0.988	0.988	0.989	0.989	0.990	0.990	0.991	0.991	0.991	0.992	0.992	0.993	0.993	0.993	0.994
43	0.987	0.987	0.988	0.988	0.989	0.989	0.990	0.990	0.990	0.991	0.991	0.992	0.992	0.993	0.993
44	0.986	0.986	0.987	0.987	0.988	0.988	0.989	0.989	0.990	0.990	0.990	0.991	0.991	0.992	0.992
45	0.984	0.985	0.985	0.986	0.986	0.987	0.987	0.988	0.988	0.989	0.989	0.990	0.990	0.991	0.991
46	0.983	0.983	0.984	0.985	0.985	0.986	0.986	0.987	0.987	0.988	0.988	0.989	0.989	0.990	0.991
47	0.981	0.982	0.982	0.983	0.984	0.984	0.985	0.985	0.986	0.987	0.987	0.988	0.988	0.989	0.990
48	0.980	0.980	0.981	0.981	0.982	0.983	0.983	0.984	0.985	0.985	0.986	0.987	0.987	0.988	0.988
49	0.978	0.979	0.979	0.980	0.980	0.981	0.982	0.982	0.983	0.984	0.984	0.985	0.986	0.986	0.987
50	0.976	0.977	0.977	0.978	0.979	0.979	0.980	0.981	0.981	0.982	0.983	0.984	0.984	0.985	0.986
51	0.974	0.975	0.975	0.976	0.977	0.977	0.978	0.979	0.980	0.980	0.981	0.982	0.983	0.984	0.984
52	0.972	0.972	0.973	0.974	0.975	0.975	0.976	0.977	0.978	0.978	0.979	0.980	0.981	0.982	0.983
53	0.969	0.970	0.971	0.971	0.972	0.973	0.974	0.975	0.976	0.976	0.977	0.978	0.979	0.980	0.981
54	0.967	0.967	0.968	0.969	0.970	0.971	0.972	0.972	0.973	0.974	0.975	0.976	0.977	0.978	0.979
55	0.964	0.965	0.966	0.966	0.967	0.968	0.969	0.970	0.971	0.972	0.973	0.974	0.975	0.976	0.977
56	0.961	0.962	0.963	0.964	0.964	0.965	0.966	0.967	0.968	0.969	0.970	0.971	0.972	0.973	0.974
57	0.958	0.959	0.960	0.961	0.961	0.962	0.963	0.964	0.965	0.966	0.967	0.969	0.970	0.971	0.972
58	0.955	0.956	0.957	0.957	0.958	0.959	0.960	0.961	0.962	0.963	0.965	0.966	0.967	0.968	0.969
59	0.952	0.952	0.953	0.954	0.955	0.956	0.957	0.958	0.959	0.960	0.962	0.963	0.964	0.965	0.966
60	0.948	0.949	0.950	0.951	0.952	0.953	0.954	0.955	0.956	0.957	0.958	0.960	0.961	0.962	0.963
61	0.944	0.945	0.946	0.947	0.948	0.949	0.950	0.951	0.952	0.954	0.955	0.956	0.957	0.959	0.960
62	0.940	0.941	0.942	0.943	0.944	0.945	0.946	0.948	0.949	0.950	0.951	0.953	0.954	0.955	0.957
63	0.936	0.937	0.938	0.939	0.940	0.941	0.943	0.944	0.945	0.946	0.947	0.949	0.950	0.952	0.953
64	0.932	0.933	0.934	0.935	0.936	0.937	0.938	0.940	0.941	0.942	0.944	0.945	0.946	0.948	0.949
65	0.928	0.929	0.930	0.931	0.932	0.933	0.934	0.935	0.937	0.938	0.939	0.941	0.942	0.944	0.945
66	0.924	0.925	0.926	0.927	0.928	0.929	0.930	0.931	0.932	0.934	0.935	0.937	0.938	0.940	0.941
67	0.919	0.920	0.921	0.922	0.923	0.924	0.926	0.927	0.928	0.929	0.931	0.932	0.934	0.935	0.937
68	0.915	0.915	0.916	0.917	0.919	0.920	0.921	0.922	0.923	0.925	0.926	0.928	0.929	0.931	0.933
69	0.910	0.911	0.912	0.913	0.914	0.915	0.916	0.917	0.919	0.920	0.922	0.923	0.925	0.926	0.928
70	0.905	0.906	0.907	0.908	0.909	0.910	0.911	0.912	0.914	0.915	0.917	0.918	0.920	0.921	0.923

Age of Beneficiary >>>>	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
Age of Spouse vvv																
40	0.995	0.995	0.996	0.996	0.996	0.996	0.997	0.997	0.997	0.997	0.997	0.998	0.998	0.998	0.998	0.998
41	0.995	0.995	0.995	0.996	0.996	0.996	0.996	0.997	0.997	0.997	0.997	0.997	0.998	0.998	0.998	0.998
42	0.994	0.994	0.995	0.995	0.995	0.996	0.996	0.996	0.996	0.997	0.997	0.997	0.997	0.998	0.998	0.998
43	0.993	0.994	0.994	0.995	0.995	0.995	0.995	0.996	0.996	0.996	0.997	0.997	0.997	0.997	0.998	0.998
44	0.993	0.993	0.994	0.994	0.994	0.995	0.995	0.995	0.996	0.996	0.996	0.997	0.997	0.997	0.997	0.997
45	0.992	0.992	0.993	0.993	0.994	0.994	0.994	0.995	0.995	0.996	0.996	0.996	0.996	0.997	0.997	0.997
46	0.991	0.992	0.992	0.993	0.993	0.993	0.994	0.994	0.995	0.995	0.995	0.996	0.996	0.996	0.997	0.997
47	0.990	0.991	0.991	0.992	0.992	0.993	0.993	0.994	0.994	0.994	0.995	0.995	0.996	0.996	0.996	0.997
48	0.989	0.990	0.990	0.991	0.991	0.992	0.992	0.993	0.993	0.994	0.994	0.995	0.995	0.995	0.996	0.996
49	0.988	0.988	0.989	0.990	0.990	0.991	0.991	0.992	0.993	0.993	0.993	0.994	0.994	0.995	0.995	0.996
50	0.986	0.987	0.988	0.989	0.989	0.990	0.990	0.991	0.992	0.992	0.993	0.993	0.994	0.994	0.995	0.995
51	0.985	0.986	0.987	0.987	0.988	0.989	0.989	0.990	0.991	0.991	0.992	0.992	0.993	0.993	0.994	0.994
52	0.983	0.984	0.985	0.986	0.987	0.987	0.988	0.989	0.990	0.990	0.991	0.991	0.992	0.993	0.993	0.994
53	0.982	0.983	0.983	0.984	0.985	0.986	0.987	0.988	0.988	0.989	0.990	0.990	0.991	0.992	0.992	0.993
54	0.980	0.981	0.982	0.983	0.984	0.984	0.985	0.986	0.987	0.988	0.989	0.989	0.990	0.991	0.991	0.992
55	0.978	0.979	0.980	0.981	0.982	0.983	0.984	0.985	0.985	0.986	0.987	0.988	0.989	0.990	0.990	0.991
56	0.975	0.977	0.978	0.979	0.980	0.981	0.982	0.983	0.984	0.985	0.986	0.987	0.987	0.988	0.989	0.990
57	0.973	0.974	0.975	0.976	0.978	0.979	0.980	0.981	0.982	0.983	0.984	0.985	0.986	0.987	0.988	0.989
58	0.970	0.972	0.973	0.974	0.975	0.977	0.978	0.979	0.980	0.981	0.982	0.983	0.984	0.985	0.986	0.987
59	0.968	0.969	0.970	0.972	0.973	0.974	0.975	0.977	0.978	0.979	0.980	0.981	0.983	0.984	0.985	0.986
60	0.965	0.966	0.967	0.969	0.970	0.972	0.973	0.974	0.976	0.977	0.978	0.979	0.981	0.982	0.983	0.984
61	0.962	0.963	0.964	0.966	0.967	0.969	0.970	0.972	0.973	0.974	0.976	0.977	0.979	0.980	0.981	0.982
62	0.958	0.960	0.961	0.963	0.964	0.966	0.967	0.969	0.970	0.972	0.973	0.975	0.976	0.978	0.979	0.980
63	0.955	0.956	0.958	0.959	0.961	0.963	0.964	0.966	0.967	0.969	0.971	0.972	0.974	0.975	0.977	0.978
64	0.951	0.953	0.954	0.956	0.958	0.959	0.961	0.963	0.964	0.966	0.968	0.970	0.971	0.973	0.974	0.976
65	0.947	0.949	0.950	0.952	0.954	0.956	0.958	0.959	0.961	0.963	0.965	0.967	0.968	0.970	0.972	0.974
66	0.943	0.945	0.947	0.948	0.950	0.952	0.954	0.956	0.958	0.960	0.962	0.963	0.965	0.967	0.969	0.971
67	0.939	0.941	0.942	0.944	0.946	0.948	0.950	0.952	0.954	0.956	0.958	0.960	0.962	0.964	0.966	0.968
68	0.934	0.936	0.938	0.940	0.942	0.944	0.946	0.948	0.950	0.952	0.955	0.957	0.959	0.961	0.963	0.965
69	0.930	0.932	0.934	0.936	0.938	0.940	0.942	0.944	0.946	0.948	0.951	0.953	0.955	0.957	0.960	0.962
70	0.925	0.927	0.929	0.931	0.933	0.935	0.937	0.940	0.942	0.944	0.946	0.949	0.951	0.954	0.956	0.958

Council Agenda

Factors to Convert 50% J&S to 100% J&S

Age of Beneficiary >>>>	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54
Age of Spouse vvv															
40	0.980	0.981	0.982	0.982	0.983	0.984	0.984	0.985	0.986	0.987	0.987	0.988	0.988	0.989	0.990
41	0.978	0.979	0.980	0.981	0.981	0.982	0.983	0.984	0.984	0.985	0.986	0.987	0.987	0.988	0.989
42	0.976	0.977	0.978	0.979	0.980	0.980	0.981	0.982	0.983	0.984	0.984	0.985	0.986	0.987	0.987
43	0.974	0.975	0.976	0.977	0.978	0.979	0.979	0.980	0.981	0.982	0.983	0.984	0.985	0.985	0.986
44	0.972	0.973	0.974	0.975	0.975	0.976	0.977	0.978	0.979	0.980	0.981	0.982	0.983	0.984	0.985
45	0.969	0.970	0.971	0.972	0.973	0.974	0.975	0.976	0.977	0.978	0.979	0.980	0.981	0.982	0.983
46	0.966	0.967	0.968	0.970	0.971	0.972	0.973	0.974	0.975	0.976	0.977	0.978	0.979	0.980	0.981
47	0.963	0.965	0.966	0.967	0.968	0.969	0.970	0.971	0.972	0.974	0.975	0.976	0.977	0.978	0.979
48	0.960	0.961	0.962	0.964	0.965	0.966	0.967	0.968	0.970	0.971	0.972	0.973	0.975	0.976	0.977
49	0.957	0.958	0.959	0.960	0.962	0.963	0.964	0.965	0.967	0.968	0.969	0.971	0.972	0.973	0.975
50	0.953	0.954	0.956	0.957	0.958	0.959	0.961	0.962	0.964	0.965	0.966	0.968	0.969	0.971	0.972
51	0.949	0.950	0.952	0.953	0.954	0.956	0.957	0.959	0.960	0.962	0.963	0.965	0.966	0.968	0.969
52	0.945	0.946	0.948	0.949	0.950	0.952	0.953	0.955	0.956	0.958	0.959	0.961	0.963	0.964	0.966
53	0.940	0.942	0.943	0.945	0.946	0.948	0.949	0.951	0.952	0.954	0.956	0.957	0.959	0.961	0.962
54	0.936	0.937	0.938	0.940	0.941	0.943	0.945	0.946	0.948	0.950	0.951	0.953	0.955	0.957	0.959
55	0.930	0.932	0.933	0.935	0.937	0.938	0.940	0.942	0.943	0.945	0.947	0.949	0.951	0.953	0.955
56	0.925	0.927	0.928	0.930	0.931	0.933	0.935	0.937	0.938	0.940	0.942	0.944	0.946	0.948	0.950
57	0.920	0.921	0.923	0.924	0.926	0.928	0.929	0.931	0.933	0.935	0.937	0.939	0.941	0.943	0.945
58	0.914	0.915	0.917	0.918	0.920	0.922	0.924	0.926	0.928	0.930	0.932	0.934	0.936	0.938	0.940
59	0.908	0.909	0.911	0.912	0.914	0.916	0.918	0.920	0.922	0.924	0.926	0.928	0.930	0.933	0.935
60	0.901	0.903	0.904	0.906	0.908	0.910	0.912	0.914	0.916	0.918	0.920	0.922	0.925	0.927	0.929
61	0.894	0.896	0.898	0.899	0.901	0.903	0.905	0.907	0.909	0.911	0.914	0.916	0.918	0.921	0.923
62	0.888	0.889	0.891	0.893	0.894	0.896	0.898	0.900	0.902	0.905	0.907	0.909	0.912	0.914	0.917
63	0.880	0.882	0.884	0.885	0.887	0.889	0.891	0.893	0.896	0.898	0.900	0.903	0.905	0.908	0.910
64	0.873	0.875	0.876	0.878	0.880	0.882	0.884	0.886	0.888	0.891	0.893	0.896	0.898	0.901	0.904
65	0.866	0.867	0.869	0.871	0.873	0.875	0.877	0.879	0.881	0.883	0.886	0.888	0.891	0.894	0.897
66	0.858	0.860	0.861	0.863	0.865	0.867	0.869	0.871	0.874	0.876	0.878	0.881	0.884	0.886	0.889
67	0.850	0.852	0.854	0.855	0.857	0.859	0.861	0.864	0.866	0.868	0.871	0.873	0.876	0.879	0.882
68	0.843	0.844	0.846	0.848	0.849	0.851	0.853	0.856	0.858	0.860	0.863	0.865	0.868	0.871	0.874
69	0.834	0.836	0.838	0.839	0.841	0.843	0.845	0.847	0.850	0.852	0.855	0.857	0.860	0.863	0.866
70	0.826	0.828	0.829	0.831	0.833	0.835	0.837	0.839	0.841	0.843	0.846	0.849	0.851	0.854	0.857

Age of Beneficiary >>>>	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
Age of Spouse vvv																
40	0.990	0.991	0.991	0.992	0.992	0.993	0.993	0.994	0.994	0.995	0.995	0.995	0.996	0.996	0.996	0.997
41	0.989	0.990	0.990	0.991	0.992	0.992	0.993	0.993	0.994	0.994	0.994	0.995	0.995	0.996	0.996	0.996
42	0.988	0.989	0.989	0.990	0.991	0.991	0.992	0.992	0.993	0.993	0.994	0.994	0.995	0.995	0.996	0.996
43	0.987	0.988	0.988	0.989	0.990	0.990	0.991	0.992	0.992	0.993	0.993	0.994	0.994	0.995	0.995	0.995
44	0.986	0.986	0.987	0.988	0.989	0.989	0.990	0.991	0.991	0.992	0.993	0.993	0.994	0.994	0.995	0.995
45	0.984	0.985	0.986	0.987	0.987	0.988	0.989	0.990	0.990	0.991	0.992	0.992	0.993	0.993	0.994	0.994
46	0.982	0.983	0.984	0.985	0.986	0.987	0.988	0.989	0.989	0.990	0.991	0.991	0.992	0.993	0.993	0.994
47	0.980	0.981	0.982	0.983	0.984	0.985	0.986	0.987	0.988	0.989	0.990	0.990	0.991	0.992	0.992	0.993
48	0.978	0.979	0.981	0.982	0.983	0.984	0.985	0.986	0.987	0.988	0.988	0.989	0.990	0.991	0.992	0.992
49	0.976	0.977	0.978	0.980	0.981	0.982	0.983	0.984	0.985	0.986	0.987	0.988	0.989	0.990	0.990	0.991
50	0.973	0.975	0.976	0.977	0.979	0.980	0.981	0.982	0.983	0.984	0.986	0.987	0.988	0.988	0.989	0.990
51	0.971	0.972	0.973	0.975	0.976	0.978	0.979	0.980	0.981	0.983	0.984	0.985	0.986	0.987	0.988	0.989
52	0.967	0.969	0.971	0.972	0.974	0.975	0.977	0.978	0.979	0.981	0.982	0.983	0.984	0.985	0.986	0.988
53	0.964	0.966	0.967	0.969	0.971	0.972	0.974	0.975	0.977	0.978	0.980	0.981	0.982	0.984	0.985	0.986
54	0.960	0.962	0.964	0.966	0.968	0.969	0.971	0.973	0.974	0.976	0.977	0.979	0.980	0.982	0.983	0.984
55	0.956	0.958	0.960	0.962	0.964	0.966	0.968	0.970	0.971	0.973	0.975	0.976	0.978	0.979	0.981	0.982
56	0.952	0.954	0.956	0.958	0.960	0.962	0.964	0.966	0.968	0.970	0.972	0.974	0.975	0.977	0.979	0.980
57	0.948	0.950	0.952	0.954	0.956	0.958	0.960	0.963	0.965	0.967	0.969	0.971	0.972	0.974	0.976	0.978
58	0.943	0.945	0.947	0.949	0.952	0.954	0.956	0.959	0.961	0.963	0.965	0.967	0.969	0.971	0.973	0.975
59	0.937	0.940	0.942	0.945	0.947	0.950	0.952	0.954	0.957	0.959	0.961	0.964	0.966	0.968	0.970	0.972
60	0.932	0.934	0.937	0.939	0.942	0.945	0.947	0.950	0.952	0.955	0.957	0.960	0.962	0.964	0.967	0.969
61	0.926	0.929	0.931	0.934	0.937	0.939	0.942	0.945	0.948	0.950	0.953	0.955	0.958	0.960	0.963	0.965
62	0.920	0.922	0.925	0.928	0.931	0.934	0.937	0.940	0.942	0.945	0.948	0.951	0.954	0.956	0.959	0.962
63	0.913	0.916	0.919	0.922	0.925	0.928	0.931	0.934	0.937	0.940	0.943	0.946	0.949	0.952	0.955	0.958
64	0.907	0.909	0.912	0.915	0.919	0.922	0.925	0.928	0.931	0.934	0.938	0.941	0.944	0.947	0.950	0.953
65	0.900	0.903	0.906	0.909	0.912	0.915	0.919	0.922	0.925	0.929	0.932	0.935	0.939	0.942	0.945	0.948
66	0.892	0.895	0.899	0.902	0.905	0.908	0.912	0.915	0.919	0.922	0.926	0.930	0.933	0.937	0.940	0.944
67	0.885	0.888	0.891	0.895	0.898	0.901	0.905	0.909	0.912	0.916	0.920	0.923	0.927	0.931	0.935	0.938
68	0.877	0.880	0.884	0.887	0.891	0.894	0.898	0.902	0.905	0.909	0.913	0.917	0.921	0.925	0.929	0.933
69	0.869	0.872	0.876	0.879	0.883	0.886	0.890	0.894	0.898	0.902	0.906	0.910	0.914	0.918	0.922	0.927
70	0.861	0.864	0.867	0.871	0.874	0.878	0.882	0.886	0.890	0.894	0.898	0.903	0.907	0.911	0.916	0.920

Factors to Convert 50% J&S to 10 Year C&L

Age of Beneficiary >>>>	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54
Age of Spouse vvv															
40	1.018	1.018	1.017	1.016	1.015	1.014	1.014	1.013	1.012	1.012	1.011	1.010	1.009	1.009	1.008
41	1.020	1.019	1.018	1.018	1.017	1.016	1.015	1.014	1.014	1.013	1.012	1.011	1.011	1.010	1.009
42	1.022	1.021	1.020	1.019	1.019	1.018	1.017	1.016	1.015	1.014	1.013	1.012	1.012	1.011	1.010
43	1.024	1.023	1.022	1.021	1.020	1.019	1.018	1.018	1.017	1.016	1.015	1.014	1.013	1.012	1.011
44	1.027	1.026	1.025	1.024	1.022	1.021	1.020	1.019	1.018	1.017	1.016	1.015	1.014	1.013	1.013
45	1.029	1.028	1.027	1.026	1.025	1.024	1.022	1.021	1.020	1.019	1.018	1.017	1.016	1.015	1.014
46	1.032	1.031	1.030	1.028	1.027	1.026	1.025	1.024	1.022	1.021	1.020	1.019	1.018	1.017	1.015
47	1.035	1.034	1.032	1.031	1.030	1.029	1.027	1.026	1.025	1.023	1.022	1.021	1.020	1.018	1.017
48	1.038	1.037	1.035	1.034	1.033	1.031	1.030	1.029	1.027	1.026	1.024	1.023	1.022	1.020	1.019
49	1.042	1.040	1.039	1.037	1.036	1.034	1.033	1.031	1.030	1.028	1.027	1.025	1.024	1.023	1.021
50	1.045	1.044	1.042	1.041	1.039	1.038	1.036	1.034	1.033	1.031	1.030	1.028	1.026	1.025	1.023
51	1.049	1.048	1.046	1.044	1.043	1.041	1.039	1.038	1.036	1.034	1.033	1.031	1.029	1.027	1.026
52	1.054	1.052	1.050	1.048	1.047	1.045	1.043	1.041	1.039	1.038	1.036	1.034	1.032	1.030	1.028
53	1.058	1.056	1.054	1.053	1.051	1.049	1.047	1.045	1.043	1.041	1.039	1.037	1.035	1.033	1.031
54	1.063	1.061	1.059	1.057	1.055	1.053	1.051	1.049	1.047	1.045	1.043	1.041	1.038	1.036	1.034
55	1.068	1.066	1.064	1.062	1.060	1.058	1.056	1.053	1.051	1.049	1.047	1.044	1.042	1.040	1.037
56	1.073	1.071	1.069	1.067	1.065	1.062	1.060	1.058	1.056	1.053	1.051	1.048	1.046	1.043	1.041
57	1.078	1.076	1.074	1.072	1.070	1.067	1.065	1.063	1.060	1.058	1.055	1.052	1.050	1.047	1.044
58	1.084	1.082	1.080	1.077	1.075	1.073	1.070	1.068	1.065	1.062	1.059	1.057	1.054	1.051	1.048
59	1.090	1.088	1.086	1.083	1.081	1.078	1.075	1.073	1.070	1.067	1.064	1.061	1.058	1.055	1.052
60	1.096	1.094	1.092	1.089	1.086	1.084	1.081	1.078	1.075	1.072	1.069	1.066	1.063	1.060	1.056
61	1.103	1.100	1.098	1.095	1.092	1.090	1.087	1.084	1.081	1.077	1.074	1.071	1.068	1.064	1.061
62	1.110	1.107	1.104	1.102	1.099	1.096	1.093	1.090	1.086	1.083	1.080	1.076	1.073	1.069	1.065
63	1.116	1.114	1.111	1.108	1.105	1.102	1.099	1.096	1.092	1.089	1.085	1.082	1.078	1.074	1.070
64	1.124	1.121	1.118	1.115	1.112	1.109	1.106	1.102	1.099	1.095	1.091	1.087	1.083	1.079	1.075
65	1.131	1.128	1.126	1.122	1.119	1.116	1.112	1.109	1.105	1.101	1.097	1.093	1.089	1.085	1.081
66	1.139	1.136	1.133	1.130	1.127	1.123	1.120	1.116	1.112	1.108	1.104	1.100	1.095	1.091	1.086
67	1.147	1.144	1.141	1.138	1.134	1.131	1.127	1.123	1.119	1.115	1.111	1.106	1.102	1.097	1.092
68	1.156	1.153	1.149	1.146	1.142	1.139	1.135	1.131	1.126	1.122	1.118	1.113	1.108	1.103	1.098
69	1.164	1.161	1.158	1.154	1.150	1.147	1.143	1.138	1.134	1.129	1.125	1.120	1.115	1.110	1.104
70	1.173	1.170	1.166	1.162	1.159	1.155	1.150	1.146	1.141	1.137	1.132	1.127	1.122	1.116	1.111

Age of Beneficiary >>>>	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
Age of Spouse vvv																
40	1.008	1.007	1.006	1.006	1.005	1.005	1.004	1.004	1.004	1.003	1.003	1.002	1.002	1.002	1.001	1.001
41	1.008	1.008	1.007	1.007	1.006	1.005	1.005	1.004	1.004	1.003	1.003	1.003	1.002	1.002	1.002	1.001
42	1.009	1.009	1.008	1.007	1.007	1.006	1.006	1.005	1.004	1.004	1.003	1.003	1.003	1.002	1.002	1.001
43	1.010	1.010	1.009	1.008	1.007	1.007	1.006	1.006	1.005	1.004	1.004	1.003	1.003	1.002	1.002	1.002
44	1.012	1.011	1.010	1.009	1.008	1.008	1.007	1.006	1.006	1.005	1.004	1.004	1.003	1.003	1.002	1.002
45	1.013	1.012	1.011	1.010	1.009	1.008	1.008	1.007	1.006	1.006	1.005	1.004	1.004	1.003	1.003	1.002
46	1.014	1.013	1.012	1.011	1.010	1.009	1.009	1.008	1.007	1.006	1.005	1.005	1.004	1.004	1.003	1.002
47	1.016	1.015	1.014	1.013	1.012	1.011	1.010	1.009	1.008	1.007	1.006	1.005	1.005	1.004	1.003	1.003
48	1.018	1.017	1.015	1.014	1.013	1.012	1.011	1.010	1.009	1.008	1.007	1.006	1.005	1.004	1.004	1.003
49	1.020	1.018	1.017	1.016	1.014	1.013	1.012	1.011	1.010	1.009	1.008	1.007	1.006	1.005	1.004	1.003
50	1.022	1.020	1.019	1.017	1.016	1.015	1.013	1.012	1.011	1.010	1.009	1.008	1.007	1.006	1.005	1.004
51	1.024	1.022	1.021	1.019	1.018	1.016	1.015	1.013	1.012	1.011	1.010	1.008	1.007	1.006	1.005	1.004
52	1.027	1.025	1.023	1.021	1.020	1.018	1.016	1.015	1.013	1.012	1.011	1.009	1.008	1.007	1.006	1.005
53	1.029	1.027	1.025	1.024	1.022	1.020	1.018	1.016	1.015	1.013	1.012	1.010	1.009	1.008	1.006	1.005
54	1.032	1.030	1.028	1.026	1.024	1.022	1.020	1.018	1.016	1.015	1.013	1.011	1.010	1.008	1.007	1.006
55	1.035	1.033	1.031	1.028	1.026	1.024	1.022	1.020	1.018	1.016	1.014	1.013	1.011	1.009	1.008	1.006
56	1.038	1.036	1.033	1.031	1.029	1.026	1.024	1.022	1.020	1.018	1.016	1.014	1.012	1.010	1.008	1.007
57	1.042	1.039	1.037	1.034	1.031	1.029	1.026	1.024	1.022	1.019	1.017	1.015	1.013	1.011	1.009	1.007
58	1.045	1.043	1.040	1.037	1.034	1.031	1.029	1.026	1.023	1.021	1.019	1.016	1.014	1.012	1.010	1.008
59	1.049	1.046	1.043	1.040	1.037	1.034	1.031	1.028	1.025	1.023	1.020	1.018	1.015	1.013	1.010	1.008
60	1.053	1.050	1.047	1.043	1.040	1.037	1.034	1.031	1.028	1.025	1.022	1.019	1.016	1.013	1.011	1.008
61	1.057	1.054	1.050	1.047	1.043	1.040	1.036	1.033	1.030	1.026	1.023	1.020	1.017	1.014	1.012	1.009
62	1.062	1.058	1.054	1.050	1.047	1.043	1.039	1.036	1.032	1.029	1.025	1.022	1.019	1.015	1.012	1.009
63	1.066	1.062	1.058	1.054	1.050	1.046	1.042	1.038	1.035	1.031	1.027	1.023	1.020	1.016	1.013	1.010
64	1.071	1.067	1.063	1.058	1.054	1.050	1.046	1.041	1.037	1.033	1.029	1.025	1.021	1.017	1.014	1.010
65	1.076	1.072	1.067	1.063	1.058	1.054	1.049	1.044	1.040	1.036	1.031	1.027	1.023	1.019	1.015	1.011
66	1.082	1.077	1.072	1.067	1.062	1.057	1.053	1.048	1.043	1.038	1.034	1.029	1.024	1.020	1.016	1.011
67	1.087	1.082	1.077	1.072	1.067	1.062	1.056	1.051	1.046	1.041	1.036	1.031	1.026	1.021	1.017	1.012
68	1.093	1.088	1.082	1.077	1.072	1.066	1.060	1.055	1.050	1.044	1.039	1.033	1.028	1.023	1.018	1.013
69	1.099	1.093	1.088	1.082	1.076	1.070	1.065	1.059	1.053	1.047	1.041	1.036	1.030	1.024	1.019	1.014
70	1.105	1.099	1.093	1.087	1.081	1.075	1.069	1.062	1.056	1.050	1.044	1.038	1.032	1.026	1.020	1.014

A participant may revoke such election by completing a revocation form furnished by the board of trustees and filing it with the board of trustees during the election period. After an election is revoked, another election under this section may be made during the election period; the conditions relating to spousal consent with respect to the initial election shall apply as well to any subsequent election. The number of revocations shall not be limited. Any such election or revocation under this section shall be effective on receipt thereof during the election period by the board of trustees. The election period shall be the 180-day period ending on the participant's annuity starting date.

(g) Spousal Consent.

A married participant may designate a beneficiary other than his or her spouse for either the Life with Ten-Year Certain Annuity under paragraph (f)(2) of this section or the payment of a DROP benefit under section 40-406, but only if he or she establishes to the satisfaction of the board of trustees (or its designee) that he or she has no spouse or that his or her spouse cannot be located, or if his or her spouse consents in writing to the election and acknowledges its effect. Otherwise, such benefits will be paid in the standard form of payment.

Any such consent and acknowledgment shall bind only the spouse who executes it. To be effective, a spousal consent and acknowledgment must:

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(1) be in a form authorized by the board of trustees and witnessed by a notary public;
(2) designate a specific alternate beneficiary, including any class of beneficiaries or any contingent beneficiaries, that may not be changed without spousal consent; and
(3) designate a form of benefit payment that may not be changed without spousal consent.

The spouse may expressly permit designations by the participant without any further spousal consent. A consent that permits designations by the participant without any requirement of further consent by such spouse must acknowledge that the spouse has the right to limit consent to a specific beneficiary, and to a specific form of benefit where applicable, and that the spouse voluntarily elects to relinquish either or both of such rights."

Section 4. Section 40-402 (b) is amended to read as follows:

"(b) Subject to any election made pursuant to subsection (f) of section 40-401, if a retired member of the fire department dies, the widow or widower shall be paid out of the firefighters' retirement fund monthly a pension equal to 50 percent of the benefit the retired participant was receiving before his or her death, and all the participant's children under the age of 18 years shall be paid 25 percent of the benefit amount for each child, with a maximum of 50 percent of said benefit being paid among all children under the age of 18 years. If there is no widow or widower, or if the widow or widower dies, the monthly payment provided for such widow or widower shall be divided equally among the children who are living and under the age of 18 years. If a widow or widower remarries before December 31, 2012, payments out of the fund to the widow or widower shall stop as of the date of such remarriage, but payments to the children under 18 shall continue. If a widow or widower remarries on or after such date, payments out of the fund to the widow or widower and to the children under 18 shall continue."

Section 5. Section 40-406 is added to read as follows:

"Sec. 40-406. – Deferred Retirement Option Programs.

(a) In General.
Subject to remainder of this section, the Deferred Retirement Option Programs ("DROPs") are programs under which participants who have reached their normal retirement date may elect to continue their employment under a modified retirement program. Under either DROP, such participants may elect to defer commencement of the monthly retirement benefits to which they are entitled. The deferred monthly benefits shall instead accumulate in the participant's DROP account.

(1) DROP90. At the end of his or her DROP period, a DROP90 participant shall (i) receive a lump-sum payment equal to 90% of the value of his or DROP account, and (ii) begin receiving his or her previously determined

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retirement benefits, which shall not be increased to reflect his or her during the DROP period.

(2) DROP60. At the end of his or her DROP period, a DROP60 participant shall (i) receive a lump-sum payment equal to 60% of the value of his or her DROP account, and (ii) begin receiving his or her previously determined retirement benefits, which shall be increased to reflect his or her service during the DROP period.

(b) Eligibility.

Any employed participant who has reached his or her normal retirement date (as defined in section 40-265) may elect, on a form prescribed by the board of trustees, to participate in a DROP.

(c) Election.

(1) The board of trustees shall establish procedures whereby eligible participants may elect to participate in a DROP. Such procedures shall include forms for gathering the information described in this subsection, as well as any other information the board may require. The board of trustees shall not honor a participant's election to participate in a DROP unless his or her DROP election includes all information so required.

(2) A participant who elects to participate in a DROP shall agree, in a binding letter of resignation, to terminate his or her employment no later than the end of the DROP period specified in his or her DROP election. Such date shall be no more than 60 calendar months after the beginning of the DROP period.

(3) A participant's election to participate in a DROP shall include his or her election of a date as of which his or her monthly retirement benefits from the fund shall commence. Such commencement date shall be the same as the termination date specified in paragraph (1).

(4) All elements of the participant's election to participate in the DROP (including his or her election of DROP90 or DROP60) shall be irrevocable, except that he or she may terminate his or her employment (and begin receiving payment of his or her monthly retirement benefits) before the termination date specified in the DROP election form.

(5) The effective date of any election under this section shall be the first day of the first payroll period that begins after the board of trustees receives and acknowledges the participant's properly completed DROP election.

(d) Effect of Election.

The following provisions shall apply to each participant who elects to participate in the DROP:

(1) He or she shall receive no retirement benefits from the fund during the DROP period.

(2) He or she shall continue in employment during the DROP period.

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participants shall accrue no additional years of service for purposes of determining monthly retirement benefits under section 40-399, but DROP60 participants shall continue to accrue such additional years of service until the end of the DROP period.

(3) Except for (i) the continued accruals earned by DROP60 participants (as described in the immediately preceding sentence), and (ii) disability benefits under subsection (g) of this section, the participant shall be deemed to have retired as of the beginning of the DROP period. Any death benefit or survivor benefit payable with respect to the participant's monthly retirement benefits (as opposed to his or her DROP benefit) shall therefore be determined under either subsection 40-402(b) or subsection 40-399(f), depending on the payment form elected by the participant.

(4) Upon commencement of his or her monthly retirement benefits at the end of the DROP period, the benefits of a DROP90 participant shall not be increased to reflect cost-of-living adjustments or any other adjustments attributable to his or her service during the DROP period, but the benefits of a DROP60 participant shall be so increased.

(5) Participation in a DROP shall not guarantee the participant's employment for any period.

(6) For each month of each participant's DROP period, the board of trustees shall determine the monthly retirement benefit that would have been payable to the participant had he or she elected to retire as of the first day of the DROP period, taking into account his or her service as of the last day of the payroll period immediately before the DROP period. The monthly amounts so determined (including any annual increases that would have applied under section 40-399) shall be credited the participant's DROP account.

(e) DROP Account.

(1) The DROP account shall be for bookkeeping purposes only and shall not be maintained as a separate account under the fund.

(2) The participant shall have no separate interest in his or her DROP account.

(3) The DROP account shall not be adjusted for interest.

(f) Termination of Participation in the DROP.

A participant's DROP period shall end on the earliest of the following dates:

(1) The date the participant's employment ends;

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(2) The termination date specified in the participant's DROP election form;

(3) The date as of which the participant accepts a disability benefit awarded by the board of trustees; or

(4) The date the participant dies.

(g) Termination of DROP Period on Account of Disability.

If a participant's DROP period ends because he or she accepts a disability benefit awarded by the board of trustees, the participant shall forfeit any benefit attributable to his or her DROP account, and his or her entire benefit from the fund shall instead be determined in accordance with section 40-401 as if he or she had continued in employment and not elected to participate in the DROP.

(h) Termination of DROP Period on Account of Death.

If a participant dies during his or her DROP period (or before distribution of his or her DROP benefit), the lump-sum distribution to which he or she would have been entitled under subsection (i) shall instead be paid to the beneficiary designated by the participant in his or her DROP election form. The default beneficiary for married participants shall be the participant's surviving spouse, and the designation of any other person or persons shall be subject to the spousal consent requirements of subsection (g) of section 40-401. If no beneficiary is designated, if no designated beneficiary survives the participant, or if no designated beneficiary can be located after a reasonable search for a period of two years after the participant's DROP benefit becomes payable, the beneficiary shall be, in the following order: (1) the participant's surviving spouse (if any), or (2) if no spouse can be located after a reasonable search for a period of two years after the participant's DROP benefit becomes payable, the participant's estate.

If the participant remarries during the DROP period, his or her surviving spouse for purposes of this subsection (h) shall be his or her spouse at the time of the participant's death. However, the participant's surviving spouse for purposes of subsection 40-402(b) shall remain the surviving spouse as of the beginning of the DROP period.

(i) Payment of DROP Benefit.

A participant's DROP benefit shall be paid in a single, lump-sum payment, as soon as is administratively practicable after the end of the DROP period. The amount of such distribution shall be the following percentage of the value of the participant's DROP account as of the first day of the month coincident with or immediately preceding the end of the DROP period:

(1) For a DROP90 participant, 90%;

(2) For a DROP60 participant, 60%.

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(j) Definitions.

(1) *DROP90 participant* means a participant who has validly elected DROP90.
(2) *DROP60 participant* means a participant who has validly elected DROP60.
(3) *DROP account* means the bookkeeping account described in subsection (d).
(4) *DROP period* means the period beginning on the effective date of a participant's election to participate in the DROP, as determined under paragraph (c)(4), and ending on the date such participation ceases, as determined under subsection (f).
(5) *Employment* (or "employed") refers to employment that satisfies the conditions of section 40-337."

Section 6. This ordinance shall be in full force and effect from and after its passage and approval with an effective date of December 1, 2012.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5th day of December, 2012.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of December, 2012.

_____
Mary Elaine Horn, Mayor

Attest:

_____
Arlene Silvey, MRCC
City Clerk

Council Agenda

BILL NO. _____ ORDINANCE NO. _____

AN ORDINANCE APPROVING THE DELIVERY OF THE CITY OF SEDALIA, MISSOURI CERTIFICATES OF PARTICIPATION, SERIES 2012 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE COSTS OF PROJECTS IN THE CITY; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE DELIVERY OF THE CERTIFICATES.

WHEREAS, the City Council finds and determines that it is advantageous and in the best interests of the City that the City enter into certain transactions with BOKF, N.A., as trustee (the "Trustee"), relating to the delivery of the City of Sedalia, Missouri Certificates of Participation, Series 2012 (the "Certificates"), to finance the costs of certain projects for the City and a project for the benefit of the Sedalia Municipal Library District (altogether, the "Project"); and

WHEREAS, in connection with the delivery of the Certificates, the City Council authorizes the execution of: (a) a Ground Lease (the "Ground Lease"), between the City and the Trustee, pursuant to which the City will lease its interests under an easement from the State of Missouri in certain real property (the "Land") to the Trustee; and (b) a Lease Purchase Agreement (the "Lease") between the Trustee and the City, pursuant to which the Trustee will lease the Land and the portion of the Project located thereon to the City on an annually renewable basis and the City will make rental payments to the Trustee that will be sufficient, during any term of the Lease, to pay the principal of, premium, if any, and interest distributable with respect to the Certificates as the same become due.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, AS FOLLOWS:

Section 1. Approval of Delivery of the Certificates. The City hereby approves the delivery of the City of Sedalia, Missouri Certificates of Participation, Series 2012 (the "Certificates"), for the purpose of providing for the costs related to the Project and the costs of issuing the Certificates. The Certificates shall be issued and secured pursuant to the herein approved Indenture, and shall be issued in two series designated "City of Sedalia, Missouri Certificates of Participation (Bank Qualified), Series 2012A" (the "Series 2012A Certificates") and "City of Sedalia, Missouri Certificates of Participation, Series 2012B" (the "Series 2012B Certificates," and together with the Series 2012A Certificates being the "Certificates").

The Certificates shall be sold to Stifel, Nicolaus & Company, Incorporated (the "Purchaser"). 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 herein approved Indenture and the herein approved Certificate Purchase Agreement.

Section 2. Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms on file 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) Ground Lease between the City and the Trustee.

(b) Lease between the Trustee and the City.

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(c) Continuing Disclosure Agreement, between the City and BOKF, N.A., as Dissemination Agent.

(d) Certificate Purchase Agreement (the "Certificate Purchase Agreement"), between the City and the Purchaser.

(e) Indenture of Trust (the "Indenture") between the City and the Trustee.

(f) Tax Compliance Agreement between the City and the Trustee.

Section 3. Execution of Documents. The City is hereby authorized to enter into and the Mayor is hereby authorized and directed to execute and deliver, on behalf 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 4. Preliminary Official Statement and Official Statement. The City Council hereby ratifies and approves the Preliminary Official Statement related to the Certificates, 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 is hereby authorized to execute the Official Statement as so supplemented, amended and completed. The City Council consents to the use and public distribution by the Purchaser of the final Official Statement in connection with the offering for sale of the Certificates.

Section 5. Further Authority. The officers, agents and employees of the City, including the Mayor and City Clerk, 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 and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 6. Effective Date. This Ordinance shall take effect and be in full force immediately after its passage by the City Council and approval by the Mayor.

[remainder of page intentionally left blank]

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PASSED by the City Council, and **APPROVED** by the Mayor, of the City of Sedalia, Missouri this 5th day of December, 2012.

_____
Arlene Silvey, City Clerk

Read once by title by the Council of the City of Sedalia, Missouri this 5th day of December, 2012.

Read for the second time by title and passed by the Council of the City of Sedalia, Missouri this 5th day of December, 2012.

_____
Presiding Officer of the Council

APPROVED by the Mayor of said City this 5th day of December, 2012.

(Seal)

_____
Mary Elaine Horn, Mayor

ATTEST:

_____
Arlene Silvey, MRCC
City Clerk

Council Agenda

GROUND LEASE

between

CITY OF SEDALIA, MISSOURI,
as Lessor/Grantor

and

[TRUSTEE**],**
as Lessee/Grantee

Dated as of December 1, 2012

Grantor: 200 South Osage, Sedalia, MO 65301
Grantee: [**Trustee Address**]
Legal Description may be found at Page A-1.

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GROUND LEASE

THIS GROUND LEASE (the "Ground Lease"), dated as of December 1, 2012, by and between the **CITY OF SEDALIA, MISSOURI** (the "City"), as lessor, and **[**TRUSTEE**]**, a [**national banking association**] in its capacity as Trustee (together with its successors, the "Trustee") under the Indenture of Trust dated as of December 1, 2012 between the City and the Trustee, as lessee:

WITNESSETH:

WHEREAS, the City is a third class city and political subdivision duly organized and existing under the laws of the State of Missouri with full lawful power and authority to enter into this Ground Lease; and

WHEREAS, the Trustee is a [**national banking association**] with full lawful power and authority to enter into this Ground Lease; and

WHEREAS, the City has been granted an easement to construct, reconstruct, alter, replace, maintain, and operate a fire station and an entrance thereto (the "Easement") on the real estate described on **Exhibit A** attached hereto (the "Land"); and

WHEREAS, the City desires to lease its interest in the Land to the Trustee upon the terms and conditions herein set forth; and

WHEREAS, the Trustee proposes to (a) execute the Indenture of Trust dated as of December 1, 2012 (the "Indenture"), under which the Trustee will deliver the City of Sedalia, Missouri Certificates of Participation (Bank Qualified), Series 2012A (the "Series 2012A Certificates") and the City of Sedalia, Missouri Certificates of Participation, Series 2012B (the "Series 2012B Certificates," together with the Series 2012A Certificates, the "Series 2012 Certificates") to provide funds to pay the costs related to the financing of certain capital projects for the City (the "Project," as described on Exhibit B to the Lease referred to below) and to pay the costs related to the delivery of the Series 2012 Certificates, and (b) lease the Land and the portion of the Project located thereon (together, the "Leased Property") back to the City pursuant to a Lease Purchase Agreement of even date herewith (the "Lease");

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the City and the Trustee do hereby covenant and agree as follows:

Section 1. Representations by the City. The City represents, warrants and covenants as follows:

(a) The lease of the City's interest in the Land to the Trustee and the lease of the Leased Property by the Trustee to the City, as provided in the Lease, is necessary, desirable and in the public interest and the City hereby declares its current need for the Leased Property;

(b) The City has the power and authority to enter into the transactions contemplated by this Ground Lease and the Lease and to carry out its obligations hereunder and thereunder, and has been duly authorized to execute and deliver this Ground Lease and the Lease and by proper action has duly authorized the execution and delivery of this Ground Lease and the Lease;

(c) Neither the execution and delivery of this Ground Lease nor the Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions

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contemplated hereby or thereby, 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 now a party or by which the City or the Land is bound;

(d) The City has been granted the Easement to construct, reconstruct, alter, replace, maintain, and operate a fire station and an entrance thereto on the Land and such Easement is held by the City free and clear of any liens or encumbrances, except Permitted Encumbrances, and such Easement is exempt from property and any other taxes levied by the State of Missouri or any other political subdivision;

(e) All taxes, assessments or impositions of any kind with respect to the Land, except current taxes, if any, have been paid in full;

(f) 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 Land shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Ground Lease and the Lease; and

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

(h) The lease by the City of its interests in the Land, as provided in this Ground Lease, will enhance and expand the use of public facilities owned by the City and as a result thereof will serve all of the aforesaid purposes and is therefore essential, desirable and in the public interest.

(i) The Land complies in all material respects with all presently applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

Section 2. Lease.

(a) The City hereby leases to the Trustee, and the Trustee hereby rents and leases from the City, the City's interests in the Land on the terms and conditions hereinafter set forth.

(b) The City agrees that if, at any time prior to the termination of this Ground Lease, it acquires fee title or any other or greater estate to the Land, that this Ground Lease shall attach and extend to such fee simple title or other or greater estate of the Land.

Section 3. Additional Certificates. The Trustee may deliver Additional Certificates for the purposes and upon the terms and conditions provided in the Indenture. If the City is not in default hereunder, the Trustee agrees, on request of the City, from time to time, to use its best efforts to cause the Trustee to deliver the amount of Additional Certificates specified by the City (within the limits and under the conditions specified herein and in the Indenture), provided that (a) the terms, purchase price and disposition of proceeds of the sale of such Additional Certificates have been approved in writing by the City; (b) the City shall have entered into an amendment to the Lease, if necessary, and this Ground Lease, if necessary, to provide for the lease of any additional improvements and extensions to the property of the City and the payment by the City of additional Base Rentals related to the use of such additional

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improvements for the City; and (c) the Trustee shall have otherwise complied with the provisions of the Indenture with respect to the delivery of such Additional Certificates.

Section 4. Term. The term of this Ground Lease shall commence as of the date of the delivery hereof, and shall end on March 31, 2060, unless such term is sooner terminated as hereinafter provided.

Section 5. Rental. As and for rental hereunder and in consideration for the leasing of the City's interests in the Land to the Trustee, the Trustee shall take the following actions:

(a) simultaneously with the delivery of this Ground Lease, enter into the Lease;

(b) simultaneously with the delivery of this Ground Lease, deposit the proceeds of the Series 2012 Certificates received by it from the Purchaser as provided in the Indenture.

Section 6. Assignment, Sublease, Release or Encumbrance. The Trustee may assign this Ground Lease and its rights hereunder or lease the Land and the Leased Property without the written consent of the City (i) if the Lease is terminated for any reason, or (ii) if an Event of Default has occurred and is continuing; provided that the use of the Land must at all times be consistent with the terms of the Easement. Except as provided in the Indenture and the Lease, no portion of the Land may be encumbered by the City without the written consent of the Trustee.

Section 7. Termination. This Ground Lease shall terminate upon the completion of the term set forth in **Section 4** hereof; provided, however, if the City pays, or provides for the payment of, the Option Price or pays all of the Base Rentals and Supplemental Rent provided for in **Article III** of the Lease and exercises its option to purchase the Trustee's interest in the Land pursuant to **Article XII** of the Lease, then this Ground Lease shall be considered assigned to the City and terminated by merger of such interests in the Land as are then held by the City.

If an Event of Default (which includes any grace period contained therein) under the Lease occurs or if the City terminates the Lease pursuant to **Section 3.09** of the Lease, the Trustee (1) shall have the right to possession of the Leased Property for the remainder of the term of this Ground Lease and shall have the right to sublease the Leased Property or sell its interest in the Leased Property and this Ground Lease upon whatever terms and conditions it deems prudent; provided that the use of the Land must at all times be consistent with the terms of the Easement and (2) shall have the right to enter upon the Land for the purpose of removing any or all portions of the Project located thereon and may sell such portion or portions of the Project so removed upon whatever terms and conditions it deems prudent.

Upon any termination of the Lease, the City shall have no further responsibility or liability to the Trustee under the Lease with respect to the Leased Property except as provided in the Lease and this Ground Lease; provided, however, in no event shall such limitation relieve the City of any amount it may be obligated to pay under the Lease.

Section 8. Default. Notwithstanding any default by the Trustee hereunder, the City shall not have the right to exclude the Trustee from exercising its rights hereunder with respect to the Land or take possession of the Leased Property (other than pursuant to the Lease) or to terminate this Ground Lease prior to the expiration of its term as set forth in **Section 4** hereof, except that if, upon the exercise of the option to purchase the Trustee's interest in the Leased Property granted to the City in **Article XII** of the Lease and after the payment of the purchase price specified therein and other sums payable under the Lease, the Trustee fails to convey its interest in the Leased Property to the City pursuant to said option, then the City shall have the right to terminate this Ground Lease, such termination to be effective 30 days

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after delivery of written notice of such termination to the Trustee. In the event of any default by the Trustee hereunder, the City may maintain an action for damages or, if permitted in equity, for specific performance. In no event shall the Trustee be liable for consequential or punitive damages.

Section 9. Quiet Enjoyment.

(a) At all times during the term of this Ground Lease, the Trustee shall peaceably and quietly have, hold and enjoy its interests hereunder in the Land, subject to the rights of the City under the Lease.

(b) The Trustee shall use the Land solely for the purpose of financing the costs of acquiring, constructing, improving, furnishing and equipping the Project for the City pursuant to the Lease; provided, that in the event of default by the City under the Lease, the Trustee may exercise the remedies provided in the Lease and this Ground Lease.

(c) In the event that the City's or the Trustee's interest in the Land, or the temporary use of, all or a portion of the Land 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 with respect to such interests held by the City or the Trustee.

Section 10. No Merger. No union of the interests of the City and the Trustee herein shall result in a merger of this Ground Lease and the title to the Land or the Leased Property, except as described in **Section 7** hereof.

Section 11. Taxes and Assessments. So long as the Lease is in effect the City covenants and agrees to pay, and to hold harmless and indemnify the Trustee from and against, any and all assessments, charges or taxes of any kind or character levied or assessed upon or against the Leased Property, to the extent that such amounts are not otherwise provided for.

Section 12. Covenants Regarding Environmental Matters and Terms of Easement. The City hereby covenants and agrees to carry on its business and operations on the Land in a manner that complies in all respects, and will remain in compliance, with (1) all applicable federal, state, regional, county or local laws, statutes, rules, regulations or ordinances, concerning public health, safety or the environment, and (2) the terms of the Easement.

Section 13. Waiver of Personal Liability. All obligations or liabilities under this Ground Lease on the part of the Trustee are solely obligations or liabilities of the Trustee as a corporate trustee of the Trust Estate, and, to the extent permitted by law, the City hereby releases each and every director, officer, agent or employee of the Trustee of and from any personal or individual liability under this Ground Lease. No director, officer, agent or employee of the Trustee shall at any time or under any circumstances be individually or personally liable under this Ground Lease for anything done or omitted to be done by the Trustee hereunder.

All obligations or liabilities under this Ground Lease on the part of the City are solely corporate liabilities of the City as a municipal corporation, and, to the extent permitted by law, the Trustee hereby releases each and every official, member, employee or agent of the City of and from any personal or individual liability under this Ground Lease. No official, member, employee or agent of the City shall at any time or under any circumstances be individually or personally liable under this Ground Lease for anything done or omitted to be done by the City hereunder.

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Section 14. Indemnification. To the extent permitted by law, the City shall, subject to the availability of appropriations of funds to it therefor and other money legally available for such purpose, indemnify and hold harmless the Trustee from and against any and all claims, damages, losses, liabilities, costs or expenses (including attorney's fees and expenses) whatsoever which the Trustee may incur (or which may be claimed against the Trustee by any person or entity whatsoever) in connection with this Ground Lease, the Lease, the Indenture, or any related documents and which are not caused by the negligence or willful misconduct of the Trustee. Notwithstanding anything in this Ground Lease to the contrary, the provisions of this **Section 14** shall survive the termination of this Ground Lease.

Section 15. Eminent Domain; Title Insurance. The City shall concurrently with the execution of this Ground Lease obtain for the Trustee an ALTA form owner's policy of title insurance, such policy to be in the face amount of at least $_____ naming the Trustee, as insured beneficiary of such policy, as its interests may appear, and issued by a title company duly authorized to issue the same and in a form acceptable to the Trustee showing a leasehold estate granted by the City, as lessor, to the Trustee, as lessee under the City's Easement in the Land. The City hereby assigns to the Trustee its interest in any condemnation award or title insurance proceeds respecting the Leased Property to the extent necessary to provide for the payment of the Certificates and to discharge the Indenture in accordance with **Article VIII** thereof. Any proceeds from said title insurance shall be deposited with the Trustee and used to pay principal of and interest on the Certificates and to discharge the Indenture to the extent required and, thereafter, any excess shall be paid to the City.

In the event the whole or any part of the Leased Property is taken by eminent domain proceedings, the interest of the Trustee shall be recognized. The proceeds of said condemnation shall be applied as provided in the Lease. The Trustee and the City have reached an agreement on the terms of the acquisition of the Leased Property at the City's option, and to the use of the Leased Property, all as set forth in the Lease. Any acquisition of the Leased 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 Base Rentals and the applicable Option Price as set forth in the Lease. 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 maximum lease term or failure to cure an Event of Lease Default), that action shall constitute an irrevocable determination by the City that the Leased Property is not required by it for any public purpose for the term of this Ground Lease.

Section 16. Leaseback to the City. Contemporaneously herewith, the Trustee and the City will execute the Lease whereby the Trustee subleases back to the City and the City subleases from the Trustee the Leased Property, all in accordance therewith. The Lease includes in **Article XII** thereof the option of the City, upon payment of the specified purchase price, to purchase the Trustee's interest in the Leased Property.

Section 17. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Ground Lease is to any extent declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Ground Lease shall be affected thereby, and each provision of this Ground Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 18. Notices. All written notices to be given under this Ground Lease shall be given by mail to the party entitled thereto as set forth in the Indenture.

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Section 19. Definitions. In addition to words and terms defined elsewhere in this Ground Lease, capitalized words and terms used in this Ground Lease shall have the meanings given to such words and terms in **Section 1.01** of the Indenture.

Section 20. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Ground Lease.

Section 21. Amendments, Changes and Modifications. This Ground Lease may be amended only in the manner provided in **Article VI** of the Indenture. Any waiver of any provision of this Ground Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from inaction, course of dealing or otherwise.

Section 22. Applicable Law. This Ground Lease shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 23. Execution. This Ground Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same Ground Lease. It is also agreed that separate counterparts of this Ground Lease may be executed by the Trustee and the City all with the same force and effect as though the same counterpart had been executed by both the Trustee and the City.

Section 24. Successors. This Ground Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 25. Complete Agreement. This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

Section 26. Electronic Transmission. The Trustee and the City agree that the transactions described herein may be conducted and related documents may be 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.

[remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the Trustee and the City have caused this Ground Lease to be signed by their respective officers hereunto duly authorized, all as of the day and year first above written.

CITY OF SEDALIA, MISSOURI

By:_____
Name: Elaine Horn
Title: Mayor

(SEAL)

ATTEST:

_____
Name: Arlene Silvey
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **SS.**
COUNTY OF PETTIS)

On this __ day of _____, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared **ELAINE HORN**, who acknowledged himself/herself to be the **MAYOR** of the **CITY OF SEDALIA, MISSOURI**, and that as such officer being authorized so to do executed the foregoing instrument for the purposes therein contained by signing as such officers.

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

_____
Notary Public - State of Missouri
Commissioned in _____ County

(SEAL)

My Commission Expires:

_____

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[TRUSTEE**],**
as Trustee

By: _____
Name:
Title:

ATTEST:

_____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this __ day of _____, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, who acknowledged himself/herself to be a _____ of **[**TRUSTEE**]**, and that as such officer being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as such officer.

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

_____
Notary Public - State of _____
Commissioned in _____ County

(SEAL)

My Commission Expires:

_____

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EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

The following real estate, situated in the State of Missouri, County of Pettis, and described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI; THENCE N 86E29'52"W ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 939 FEET TO THE POINT OF BEGINNING OF THE PARCEL CONVEYED TO THE STATE OF MISSOURI IN VOLUME 289 AT PAGE 242 IN THE PETTIS COUNTY RECORDERS OFFICE, AND AS SHOWN ON A SURVEY IN PLAT CABINET B AT PAGE 775 TO THE POINT OF BEGINNING; THENCE CONTINUING N 86E29'52"W ALONG SAID SOUTH LINE, 323 FEET TO THE EASTERLY RIGHT OF WAY OF THE MISSOURI PACIFIC RAILROAD COMPANY DESCRIBED IN VOLUME 140 AT PAGE 298, AND AS SHOWN ON SAID SURVEY IN PLAT CABINET B AT PAGE 775; THENCE N 2E24'46"E ALONG SAID RIGHT OF WAY, 387.32 FEET; THENCE S 87E36'42"E, 323 FEET TO THE EAST LINE OF SAID PROPERTY DESCRIBED IN VOLUME 289 AT PAGE 242; THENCE S 2E24'41"W ALONG SAID EAST LINE, 393.60 FEET TO THE POINT OF BEGINNING, CONTAINING 2.9 ACRES, MORE OR LESS, RESERVING TO THE STATE OF MISSOURI INGRESS AND EGRESS TO THE NORTH 2.1 ACRES MORE OR LESS OF THE PARCEL DESCRIBED IN VOLUME 289 AT PAGE 242. EXCEPTING THEREFROM THE RIGHT OF WAY FOR HIGHWAY Y AS SHOWN ON SAID SURVEY IN PLAT CABINET B AT PAGE 775, AND THE MISSOURI DEPARTMENT OF TRANSPORTATIONS PLANS FOR STATE HIGHWAY Y.

* * *

Council Agenda

LEASE PURCHASE AGREEMENT

between

[TRUSTEE**],**
as Lessor

and

CITY OF SEDALIA, MISSOURI,
as Lessee

Dated as of December 1, 2012

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LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (the "Lease") dated as of December 1, 2012, by and between **[**TRUSTEE**]**, a [**national banking association**] in its capacity as Trustee under the Indenture of Trust dated as of December 1, 2012 (the "Lessor"), and the **CITY OF SEDALIA, MISSOURI**, a third class city and political subdivision of the State of Missouri (the "Lessee").

WITNESSETH:

WHEREAS, the Lessee has been granted an easement to construct, reconstruct, alter, replace, maintain, and operate a fire station and an entrance thereto (the "Easement") on the real estate described on **Exhibit A** hereto (the "Land"); and

WHEREAS, the Lessee concurrently herewith is conveying to the Lessor a leasehold interest in the Lessee's interest in the Land pursuant to a Ground Lease dated as of December 1, 2012 (the "Ground Lease") by and between the Lessee and the Lessor; and

WHEREAS, the Lessor is willing to lease the Land and the portion of the Project (described in **Exhibit B** hereto) located on the Land (together, the "Leased Property") back to the Lessee, and the Lessee desires to lease the Leased Property from the Lessor, upon the terms and conditions and for the purposes set forth herein; and

WHEREAS, in order to provide funds to pay the costs of the Project, the Lessor, as Trustee, concurrently herewith has executed an Indenture of Trust dated as of December 1, 2012 (the "Indenture") pursuant to which the Lessor will (1) execute and deliver the City of Sedalia, Missouri Certificates of Participation (Bank Qualified), Series 2012A (the "Series 2012A Certificates") and the City of Sedalia, Missouri Certificates of Participation, Series 2012B (the "Series 2012B Certificates," together with the Series 2012A Certificates, the "Series 2012 Certificates"), evidencing interests in the right to receive Base Rentals to be paid by the Lessee and other payments, revenues and receipts to be derived pursuant to the Lease, and (2) grant, assign and hold in trust all of its right, title and interest in and to this Lease (including its right to receive Base Rentals and certain other payments as provided herein) for the benefit and security of the Owners of the Certificates as therein provided; and

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

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. 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.

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.

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(b) Unless the context otherwise indicates, 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.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this Lease to designated "Articles", "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. 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.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) 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.

ARTICLE II

DEMISE OF THE LEASED PROPERTY; LEASE TERM

Section 2.01. Demise of the Leased Property. In connection with the delivery of the Certificates, the Lessee has conveyed a leasehold interest in the Lessee's interest in the Land to the Lessor pursuant to the Ground Lease. The Lessor hereby rents, leases and demises to the Lessee, and the Lessee hereby leases from the Lessor, the Leased Property, subject to Permitted Encumbrances, on the terms and conditions and for the purposes herein set forth, together with all easements, rights and appurtenances in connection therewith or thereto belonging, to have and to hold for the term of the Lease.

Section 2.02. Commencement of the Term of the Lease. The initial term of this Lease shall expire on March 31, 2013 (the "Initial Term"), subject to the Lessee's option to extend the term of this Lease for successive one-year renewal terms commencing April 1, of each year, and a final renewal term ending March 31, 2032 (herein referred to individually as a "Renewal Term" and collectively as the "Renewal Terms"). The terms and conditions of this Lease during any Renewal Term shall be the same as the terms and conditions during the Initial Term, except that the Base Rentals and the Option Purchase Price will be as specified in **Schedule I** and **Schedule II** attached hereto, respectively, for each Renewal Term. Each option shall be exercised by the appropriation by the City Council of the Lessee, in accordance with applicable law, of sufficient moneys (after taking into account any moneys legally available for such purpose) specifically designated for the payment of Base Rentals required hereunder and adequate moneys to pay the reasonably estimated Supplemental Rent (calculated as provided in **Section 3.01(b)** hereof) for the next succeeding Renewal Term as provided herein. Such appropriation shall automatically extend the term of this Lease for the succeeding Renewal Term without any further action required by any officers or officials of the Lessee.

During the Term of this Lease, the Lessee covenants and agrees that the officials and officers of the Lessee will include in the budget proposals submitted to the City Council of the Lessee, in each year during the Term of this Lease, a request or requests for an appropriation equal to the Base Rentals and

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reasonably estimated Supplemental Rent to become due during the next succeeding Renewal Term. It is the intention of the Lessee that the decision to appropriate the Base Rentals and reasonably estimated Supplemental Rent pursuant to this Lease shall be made solely by the City Council of the Lessee, and not by any officer or official of the Lessee. The Lessee presently expects to, in each Fiscal Year of the Lessee during the Term of this Lease, appropriate funds for the Base Rentals and the reasonably estimated Supplemental Rent so that the Base Rentals and Supplemental Rent to be paid during the succeeding Fiscal Year will be available for such purposes.

If, by the date on which the Lessee is required by law to have adopted a budget for the current fiscal year, sufficient funds are not appropriated by the City Council for the payment of the Base Rentals and the reasonably estimated Supplemental Rent during such fiscal year and funds are not otherwise legally available for such purpose, the Lessee shall vacate the Leased Property as of the expiration of the Initial Term or Renewal Term for which funds have been appropriated.

Section 2.03. Expiration or Termination of the Term of the Lease. The Term of this Lease will expire or terminate, as appropriate, as to the Lessee's right of possession of the Leased Property as described in **Section 2.04** hereof, upon the first to occur of any of the following events: (a) the expiration of the Initial Term or any Renewal Term for which there occurs an Event of Nonappropriation (which is not thereafter waived by the Lessor as herein provided); (b) on the Optional Prepayment Date on which the Lessee has purchased the Lessor's interest in the Leased Property pursuant to **Section 12.01** hereof; (c) an Event of Default and a termination of the Term of this Lease as to the possessory interest of the Lessee as herein provided; (d) discharge of the Indenture as therein provided; or (e) March 31, 2032.

Section 2.04. Effect on the Lessee of Expiration or Termination of the Term of the Lease. The expiration or termination of the Term of this Lease as to the Lessee's right of possession of the Leased Property pursuant to **Section 2.03** hereof shall terminate all obligations of the Lessee hereunder (except to the extent that the Lessee incurred any obligation to pay Payments from moneys theretofore appropriated and available for such purpose) and shall terminate the Lessee's rights of use and occupancy of the Leased Property; provided, however, that all other terms of this Lease and the Indenture, including the continuation of the Lessee's purchase right under **Section 12.01** hereof and all obligations of the Lessor with respect to the Owners of the Certificates and the receipt and disbursement of funds shall be continuing until the lien of the Indenture is discharged or foreclosed, as provided in the Indenture. The termination or expiration of the Term of this Lease as to the Lessee's right of possession pursuant to **Section 2.03** hereof, of itself, shall not discharge the lien of the Indenture.

ARTICLE III

AMOUNTS PAYABLE

Section 3.01. Amounts Payable. The Lessee shall pay the Base Rentals and the Supplemental Rent (but shall not be entitled to prepay or cause to be prepaid any such Base Rentals or Supplemental Rent, except as otherwise expressly provided in the Indenture or in **Sections 3.01(c), 8.01(c)** and **12.01** hereof, in which event such moneys shall be applied to the prepayment of the Certificates in accordance with **Sections 2.02** and **3.06**, respectively, of the Indenture) in the amounts, at the times, and in the manner set forth herein, said amounts constituting in the aggregate the total of the annual Payments which are payable under this Lease, as follows:

(a) *Base Rentals.* The Lessee agrees, subject to the availability of appropriations of funds to it therefor and other moneys legally available for the purpose and subject to the use of proceeds from the sale of the Certificates to pay Base Rentals as provided herein, and otherwise subject to the limitations of

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Section 3.04 hereof, to pay to the Lessor as provided in **Section 3.06** hereof during the Initial Term and each Renewal Term:

(i) Base Rentals representing a Principal Component payable in annual installments for each Renewal Term of this Lease at the times and in the amounts indicated in the Base Rental Payment Schedule attached as **Schedule I** hereto; and

(ii) Base Rentals representing an Interest Component payable during the Term of this Lease at the times and in the amounts indicated in the Base Rental Payment Schedule attached as **Schedule I** hereto.

The Base Rentals are to be recalculated by the Lessor and the Lessee understands that the Base Rental Payment Schedule attached as **Schedule I** hereto shall be revised from time to time in the event of a partial prepayment of Certificates (other than mandatory prepayments, if any, pursuant to **Section 3.02** of the Indenture) or the delivery of Additional Certificates pursuant to **Section 2.08** of the Indenture. To provide for the timely payment of Base Rentals, the Lessee covenants and agrees to pay to the Lessor for deposit in the Certificate Payment Fund on the fifteenth day of the month preceding each Payment Date the amount of the Base Rental due on such Payment Date. The Lessor shall notify the Lessee of the amount of such payment not later than 30 days prior to each Payment Date; provided, however, that failure of the Lessor to give such notice shall not relieve the Lessee of its obligation to pay Base Rentals or to make deposits to the Certificate Payment Fund as described herein. Base Rentals are not subject to abatement.

(b) *Supplemental Rent*. In addition to the Base Rentals hereinabove set forth, and as part of the total Payments during each Renewal Term for the Term of the Lease, the Lessee shall pay on a timely basis, to the parties entitled thereto, an amount or amounts (the "Supplemental Rent") for the Renewal Term to which the following items apply or relate, equivalent to the sum of the following:

(i) the annual fee of the Lessor for the ordinary services of the Lessor rendered and its ordinary expenses incurred under the Indenture;

(ii) the reasonable fees and charges of the Lessor, any paying agent and any registrar appointed under the Indenture with respect to the Certificates for acting as trustee, paying agent and registrar as provided in the Indenture, including but not limited to those payable pursuant to **Section 9.06** of the Indenture; and

(iii) the reasonable fees and charges of the Lessor for extraordinary services rendered by it and extraordinary expenses incurred by it as Lessor under the Indenture.

(c) *Prepayment of Base Rentals*. If the Lessee is not in default in making Payments under **Section 3.01** hereof, the Lessor, at the written direction of the Lessee, at any time when the aggregate moneys in the Certificate Payment Fund are sufficient for such purposes, shall (i) if the Outstanding Certificates are then prepayable under **Article III** of the Indenture, take all steps that may be necessary under the applicable prepayment provisions of the Indenture to effect the prepayment of all or such part of the then Outstanding Certificates as may be specified by the Lessee, on such Prepayment Date as may be specified by the Lessee, (ii) cause moneys in the Certificate Payment Fund or such part thereof as the Lessee shall direct to be applied by the Lessor for the purchase of Certificates in the open market for the purpose of cancellation at prices not exceeding the Principal Component represented thereby plus the Interest Component accrued thereon to the date of delivery for cancellation, or (iii) a combination of (i) and (ii) as provided in such direction.

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Section 3.02. Consideration. The payments of Base Rentals and Supplemental Rent hereunder for each Renewal Term during the Term of the Lease shall constitute the total Payments which are payable for each Renewal Term and shall be paid by the Lessee in consideration of the right to use and occupy the Leased Property and of the benefit to the Lessee of the Project.

The Lessee hereby declares its current need for the Leased Property and the Project. The Lessee has determined that the Base Rentals hereunder during the Initial Term and any Renewal Term represent the fair value of the use of the Leased Property, and that the Option Purchase Price as provided in **Schedule II** hereof represents the fair purchase price of the Lessor's interest in the Leased Property. The Lessee hereby determines that the Base Rentals do not exceed a reasonable amount so as to place the Lessee under an economic compulsion to renew this Lease or to exercise its option to purchase the Lessor's interest in the Leased Property hereunder. In making such determinations the Lessee has given consideration to the costs of the Leased Property, the benefit to the Lessee by reason of the acquisition, construction, improvement, furnishing, equipping and installation of the Project, the uses and purposes for which the Leased Property will be employed by the Lessee, the benefit to the Lessee by reason of the use and occupancy of the Leased Property pursuant to the terms and provisions of this Lease and the Lessee's option to purchase the Lessor's interest in the Leased Property. The Lessee hereby declares that the period during which the Lessee has an option to purchase the Lessor's interest in the Leased Property (i.e., the maximum term of this Lease including all Renewal Terms) does not exceed the useful life of the Leased Property.

Section 3.03. Covenant to Request Appropriations. Subject to **Section 3.04** hereof, the Lessee agrees that it will (i) include in its budget request to the City Council of the Lessee all moneys that are necessary to fulfill the Lessee's obligations pursuant to this Lease, and (ii) seek an appropriation of such funds in a timely fashion so as to allow the Lessee to pay its obligations when due.

Section 3.04. Limitations on Liability.

(a) Notwithstanding any provision or covenant contained in this Lease, the Indenture or the Certificates, the Lessee is not obligated to renew this Lease beyond the Initial Term or any Renewal Term, nor is the City Council obligated to budget or appropriate moneys to pay Base Rentals or Supplemental Rent beyond the end of the Initial Term or any Renewal Term in effect at a given time. The Lessee shall be under no obligation to levy any taxes in order to raise revenues to pay Base Rentals or Supplemental Rent, except to the extent required during the Initial Term or any Renewal Term for which the Lessee is obligated. In no event shall the Lessee be obligated to levy any tax in excess of the maximum levy permitted by law. The revenues generated through taxes imposed by the Lessee, including property and sales taxes, are not and cannot be pledged to the payment of Base Rentals.

If the Lessee fails to make any portion of the Payments which are due hereunder, the Lessee will immediately quit and vacate the Leased Property, and the Payments (except for Payments which have been appropriated and are then available for such purpose) shall thereupon cease. If the Lessee fails to pay any portion of the required Payments and then fails to immediately quit and vacate the Leased Property, the Lessor in accordance with the Indenture may immediately bring legal action to evict the Lessee from the Leased Property (and the Lessee shall, to the extent permitted by law, pay as damages for its failure to quit and vacate the Leased Property upon termination of the then current term of the Lease in violation of the terms hereof an amount equal to the Base Rentals otherwise payable during such term prorated on a daily basis) and commence proceedings to foreclose the lien of the Indenture. No judgment may be entered against the Lessee for failure to make any Payments, or to pay the Option Purchase Price hereunder, except to the extent that the Lessee has theretofore incurred liability to make any such Payments through its actual use and occupancy of the Leased Property, or through its exercise of an option that renews this Lease for

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an additional Renewal Term for which moneys have been appropriated, or is otherwise obligated to make such Payments pursuant to **Section 8.01** hereof.

(b) The Payments constitute current expenses of the Lessee. The Lessee's obligations hereunder are from year to year only and do not constitute an indebtedness, liability or a mandatory payment obligation of the Lessee in any ensuing Fiscal Year beyond the then current Fiscal Year of the Lessee. No provision hereof shall be construed or interpreted as creating a general obligation or other indebtedness of the Lessee within the meaning of any constitutional or statutory debt limitation. Neither the execution, delivery and performance of the Lease nor the execution and delivery of the Certificates directly or indirectly obligates the Lessee to make any payments hereunder beyond those appropriated for the Lessee's then current Fiscal Year; provided, however, that nothing herein shall be construed to limit the rights of the Owners of the Certificates or the Lessor to receive any amounts which may be realized from the Trust Estate pursuant to the Indenture. The Lessee shall be under no obligation whatsoever to exercise its option to purchase the Lessor's interest in the Leased Property. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of the Lessee's moneys.

(c) No obligation assumed by or imposed upon the Lessor hereunder shall require the performance of any act by the Lessor except to the extent, if any, that the cost and expense of such performance may be provided for from the proceeds of the sale of the Certificates or from the proceeds of any Additional Certificates or paid by the Lessee hereunder as Supplemental Rent. Failure of the Lessor to perform any such act shall not entitle the Lessee to terminate this Lease.

Section 3.05. Unconditional Obligation. It is understood and agreed that:

(a) The obligations of the Lessee under this Lease to make Payments during the Initial Term or any Renewal Term on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall, subject to the provision of subsection (b) hereof, and **Section 3.09** herein, be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment, diminution or defense whatsoever, whether now existing or hereafter arising, and notwithstanding any damage to, loss, theft or destruction of the Leased Property or the Project or any part thereof, any failure of consideration, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Leased Property or the Project, legal curtailment of the Lessee's use thereof, the eviction or constructive eviction of the Lessee, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the Lessor's legal organization or status, or any default of the Lessor hereunder, and regardless of the invalidity of any action of the Lessor, and regardless of the invalidity of any portion of this Lease.

(b) Nothing in this Lease shall be construed to release the Lessor from the performance of any agreement on its part herein contained or as a waiver by the Lessee of any rights or claims which the Lessee may have against the Lessor under this Lease or otherwise. Any recovery upon such rights and claims shall be had from the Lessor separately, it being the intent of this Lease that the Lessee shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to make Payments) for the benefit of the Owners of the Certificates, but only during the Initial Term or a given Renewal Term. The Lessee may, however, at its own cost and expense and in its own name or in the name of the Lessor, prosecute or defend any action or proceeding or take any other action involving third persons which the Lessee deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the Lessor hereby agrees to cooperate fully with the Lessee and to take all action necessary to effect the substitution of the Lessee for the Lessor in any such action or proceeding if the Lessee shall so request.

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Section 3.06. Payment. Each Base Rental payment shall be paid in lawful money of the United States of America, on the Payment Date on which it is due. Each Supplemental Rent payment shall be paid when due in lawful money of the United States of America, at the appropriate office as designated by the respective payees entitled to receive such Supplemental Rent.

Section 3.07. Credit on Base Rentals. There shall be credited against Base Rentals any amount held in the Certificate Payment Fund on each Payment Date, including the portion of the proceeds of the sale of the Certificates which is deposited in the Certificate Payment Fund as accrued interest.

Section 3.08. Applications of Base Rentals and Option Purchase Price. All Base Rentals and, if paid, the Option Purchase Price shall be paid to the Lessor for application in accordance with the Indenture.

Section 3.09. Nonappropriation.

(a) If the City Council does not appropriate, by the date on which the Lessee is required by law to have adopted a budget for the then current Fiscal Year, moneys sufficient to pay all Base Rentals and the reasonably estimated Supplemental Rent coming due during such Fiscal Year, an Event of Nonappropriation shall be deemed to have occurred. The Lessor may waive any Event of Nonappropriation which is cured by the Lessee within a reasonable time if, in the Lessor's judgment, such waiver is in the best interests of the Owners of the Certificates.

If an Event of Nonappropriation occurs, the Lessee shall not be obligated to pay the Base Rentals or Supplemental Rent provided for herein which accrue after the last day of the Initial Term or the then current Renewal Term, except for the Lessee's obligation to make Payments which are payable prior to the termination of this Lease; provided, however, that, subject to the limitations of **Section 3.04** hereof, the Lessee shall continue to be liable for the Base Rentals and Supplemental Rent allocable to any period during which the Lessee continues to occupy the Leased Property. The Lessor shall, upon the occurrence of any Event of Nonappropriation and a foreclosure of the lien of the Indenture, have all rights and remedies to take possession of the Leased Property as trustee for the benefit of the Owners of the Certificates (provided that the use of the Land must at all times be consistent with the terms of the Easement) and shall be further entitled to all moneys then on hand in all funds and accounts created under the Indenture. All property, funds and rights acquired by the Lessor upon the termination of this Lease or the Lessee's possessory interests hereunder by reason of an Event of Nonappropriation shall be held by the Lessor under the Indenture for the benefit of the Owners of the Certificates as set forth in the Indenture until the Certificates are paid in full.

(b) The parties hereto agree that, upon the occurrence of an Event of Nonappropriation (which is not waived), the Lessee shall immediately quit and vacate the Leased Property upon termination of the term of the Lease for which funds have been appropriated.

Section 3.10. Advances by the Lessor. If the Lessee fails to pay any Supplemental Rent required by this Lease, the Lessor may (but shall be under no obligation to) pay such Supplemental Rent, which Supplemental Rent shall constitute additional Base Rentals hereunder and are to be reimbursed to the Lessor, by the Lessee upon demand therefor, subject to the availability of sufficient legally available funds for such purpose, together with interest thereon at the prime rate of the Lessor plus 2%.

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ARTICLE IV

DELIVERY OF CERTIFICATES; USE OF PROCEEDS; TAX COVENANTS

Section 4.01. Delivery of Certificates. For the purpose of providing funds to pay the costs of the Project and to pay all costs and expenses incidental to the delivery of the Series 2012 Certificates, the Lessor shall cause the Series 2012 Certificates to be executed and delivered pursuant to the Indenture and shall cause the proceeds from the sale thereof to be applied as provided in the Indenture.

Section 4.02. Acquisition, Construction and Installation of the Project.

(a) The Lessee will acquire, construct and install the Project in accordance with the Construction Contracts and the Plans and Specifications. The Lessee may make minor changes in and to the Construction Contracts and the Plans and Specifications incorporated therein, but major changes shall only be made with the approval of the Lessor. The Lessee agrees that it will use its best efforts to cause the Project to be completed as soon as practicable with all reasonable dispatch. The Lessee agrees that the aforesaid construction and installation will, with such changes and additions as may be made hereunder, result in Leased Property suitable for use by the Lessee.

(b) The Lessee shall have and keep on file and available for inspection by the Lessor copies of the Plans and Specifications, the Construction Contracts, all policies of insurance with respect to the Project required by this Lease and all other documents executed by or furnished to the Lessee in connection with the acquisition and construction of the Project, throughout the Lease Term, or as soon after the commencement of the Lease Term as such documents shall become available to the Lessee. Neither such documents nor any change or amendment thereto shall (i) cause the Project to be used for any purpose prohibited hereby or by the Constitution and laws of the State; (ii) result in a material reduction in the value of the Project; or (iii) adversely affect the ability of the Lessee to meet its obligations hereunder.

Section 4.03. Deficiency of Construction Fund. If the moneys in the Construction Fund are insufficient to pay fully all Costs of the Project and to complete fully the Project lien free, the Lessee shall pay, but only from legally available funds, the full amount of any such deficiency by making payments directly to the contractors for the Project and to the suppliers of materials and services as the same become due; provided that the Lessee's obligation to pay any such deficiency shall be limited to its current budgeted appropriations for the Project, and the Lessee shall have no obligation to appropriate additional funds therefore.

Section 4.04. Tax Covenants. The Lessee covenants for the benefit of the purchasers and Owners of the Certificates from time to time Outstanding that so long as any of the Series 2012 Certificates remain Outstanding, it will not take any action or permit any action to be taken or omit to take any action or permit the omission of any action reasonably within its control which action or omission will cause the Series 2012 Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code, which will cause such Certificates to be subject to treatment under Section 141 of the Code as "private activity bonds," or which will cause the Interest Component of Base Rentals with respect to Series 2012 Certificates to be included in gross income for federal and Missouri income tax purposes or otherwise adversely affect such exclusion of the Interest Component of Base Rentals with respect to the Series 2012 Certificates from federal and State of Missouri income taxation. The covenants in this Section shall survive the termination of this Lease and the Indenture.

Section 4.05. Establishment of Completion Date. The Completion Certificate shall be delivered to the Trustee stating (i) that the acquisition, construction, improvement, furnishing, equipping

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and installation of the Project has been completed in accordance with the Plans and Specifications, (ii) that all costs and expenses incurred in the acquisition, construction, improvement, furnishing, equipping and installation of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Lessee, and (iii) amounts to be retained by the Trustee with respect to item (ii) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 4.06. Title to Certain Portions of the Project. The parties agree that the portion of the Project located on the Land is and shall remain personal property, notwithstanding that it may be affixed to real property. Title to such portion of the Project and any and all additions and modifications thereto or replacements of any portion thereof shall be held in the name of the Lessee, subject to rights of the Lessor under this Lease. If an Event of Default occurs as set forth in **Section 14.01** or if an Event of Nonappropriation shall occur, title to such portion of the Project, shall, at the option of the Trustee, thereafter immediately and without any action by the Lessee vest in the Trustee, and the Lessee will, upon the Trustee's request, reasonably surrender possession of such portion of the Project to the Trustee. It is the intent of the parties hereto that any transfer of title to the Trustee pursuant to this Section shall occur automatically upon exercise of the option described in the immediately preceding sentence without the necessity of any bill of sale, certificate of title or other instrument or conveyance. The Lessee irrevocably designates, makes, constitutes and appoints the Trustee as the Lessee's true and lawful attorney (and agent in fact) with power, at such time of termination or times thereafter as the Trustee in its sole and absolute discretion may determine, in the Lessee's or Trustee's name, to endorse the name of the Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to any part of such portion of the Project in order to vest title in and transfer possession to the Trustee.

ARTICLE V

MAINTENANCE AND OPERATION

Section 5.01. Maintenance and Operation. The Lessee shall, at its own expense, maintain, manage and operate the Leased Property and all improvements thereon in good order, condition and repair, ordinary wear and tear excepted. The Lessee shall provide or cause to be provided all security service, custodial service, janitor service, power, gas, telephone, light, heating, water and all other public utility services.

Section 5.02. Care of the Leased Property.

(a) The Lessee shall take good care of the Leased Property, fixtures and appurtenances, and suffer no waste or injury thereto, ordinary wear and tear excepted. The Lessee will repair all damage to the Leased Property, its fixtures and appurtenances due to any act or omission or cause whatsoever.

(b) There shall be no allowance to the Lessee for diminution in or abatement of the Payments and no liability on the part of the Lessor by reason of inconvenience, annoyance or injury to business arising or resulting from the Lessor, the Lessee or others making repairs, alterations, additions or improvements in or to any portion of the Leased Property, or in or to fixtures or appurtenances thereof, and no liability upon the Lessor or others to make any repairs, alterations, additions or improvements in or to any portion of the Leased Property, or in or to the fixtures or appurtenances thereof. The foregoing shall not be construed to mean that the Lessor has any such obligations.

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ARTICLE VI

INSURANCE AND TAXES

Section 6.01. Casualty, Public Liability and Workers' Compensation Insurance.

(a) Subject to subparagraph (e) of this **Section 6.01,** throughout the Initial Term and any Renewal Term, the Lessee shall, during the term of this Lease, keep or cause to be kept a policy or policies of insurance against loss or damage to the Leased Property resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion, and such other perils ordinarily defined as "extended coverage" and as commonly insured against for properties of like kind and character then used in the State of Missouri. Such insurance may be carried in conjunction with any other fire and extended coverage insurance carried or required to be carried by the Lessee. Such insurance shall be maintained in an amount not less than the full insurable value of the Leased Property (including, to the extent insurable, the value of the Lessee's interest in the Land), subject to reasonable loss deductible clauses, and such policy shall expressly waive any co-insurance penalty. The term "full insurable value" as used in this subsection shall mean the actual replacement cost of the Leased Property, without deduction for physical depreciation. The "full insurable value" of the Leased Property shall be determined once every third Fiscal Year, commencing with the Fiscal Year ending March 31, 2015, by an architect, contractor, appraiser, appraisal company or one of the insurers, to be selected and paid by or on behalf of the Lessee and a report of such determination shall be filed with the Lessee and the Trustee within 180 days after the end of such third Fiscal Year.

Subject to subparagraph (e) of this **Section 6.01**, the Lessee shall at its sole cost and expense maintain or cause to be maintained at all times during the Initial Term and any Renewal Term general accident and public liability insurance (including but not limited to coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle) related to the operation, management and maintenance of its property, under which the Lessee and the Lessor shall be named as an additional insured, properly protecting and indemnifying the Lessee and the Lessor, in amounts equal to Lessee's customary insurance practice for bodily injury (including death) but in no event less than the limitation on awards for liability in effect from time to time under Section 537.610, R.S.Mo., and for property damage arising out of or in any way relating to the condition or the operation of the Leased Property (subject to reasonable loss deductible clauses not to exceed $25,000). Such insurance shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri as may be selected by the Lessee. The policies of said insurance shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least 30 days' advance written notice to the Lessor and the Lessee.

All insurance herein provided for shall be effected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in the State of Missouri, except as otherwise hereinafter provided. The Lessee may satisfy any of the insurance requirements set forth in this Section by using blanket policies of insurance, provided the Lessee complies with all requirements of this Section.

All policies or certificates issued by the respective insurers for insurance shall provide that such policies or certificates shall not be cancelled or materially changed without at least thirty (30) days prior written notice to the Lessor. Insurance certificates evidencing exclusive coverage under such policies shall be deposited with the Lessor together with appropriate evidence of payment of the premiums therefor, and at least thirty (30) days prior to expiration dates of expiring certificates held by the Lessor, new certificates shall be deposited with the Lessor together with evidence of payment of premiums with respect to insurance coverage evidenced thereby.

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All policies of insurance (other than public liability insurance) shall name the Lessor as loss payee. The Net Proceeds of any property or casualty insurance carried pursuant to this **Section 6.01** shall be deposited into the Construction Fund under the Indenture to be applied to rebuild and repair the Leased Property or prepay Outstanding Certificates as provided in **Article VIII** hereof.

(b) Any deductible under any policies of insurance that the Lessee is required to keep or cause to be kept pursuant to **Section 6.01(a)** hereof may be insured through any self-insurance program of the Lessee.

(c) The Lessee shall comply with all reasonable rules, directions, requirements and recommendations of the local board of fire underwriters and other fire insurance rating organizations for the area in which the Leased Property is situated, pertaining to the Leased Property or the use and occupancy thereof. The Lessee shall not do or suffer to be done, or keep or suffer to be kept anything in, upon or about the Leased Property which will contravene any policies insuring against loss or damage by fire or other hazards, including but not limited to public liability insurance.

(d) Property and casualty insurance must apply exclusively to the Leased Property and must be available to repair/rebuild the Leased Property under all circumstances after the occurrence of an insured peril. Full payment of insurance proceeds up to the required policy dollar limit in connection with damage to the Leased Property shall, under no circumstances, be contingent on the degree of damage sustained at other facilities owned or leased by the Lessee. The policy must explicitly waive any co-insurance penalty. Insurance certificates evidencing exclusive coverage (whether or not provided under a master policy) must be provided to the Lessor upon completion of the Project and annually thereafter. If the Lessee elects to provide property and casualty insurance only in an amount equal to the principal amount of the then Outstanding Certificates, then the property insurance proceeds must be paid to the Trustee and used to redeem the Outstanding Certificates in full unless such proceeds plus any additional funds deposited with the Trustee are sufficient to fully rebuild or repair the Leased Property. Original copies of all insurance policies must be delivered annually to the Lessor within 30 days of purchase or renewal.

(e) All required insurance policies must be provided by a commercial insurer rated A or better by S&P. All policies shall name the Lessee and the Lessor as insureds. Self-insurance or insurance reserves maintained by a joint exercise of powers authority for property and casualty and liability risks may be approved in writing by the Lessor on an exception basis provided that the Lessor is provided a certificate annually from a licensed and independent insurance consultant addressing each of the items below:

(1) The self-insurance program must be approved and is maintained on an actuarially sound basis;

(2) The self-insurance fund must be held in a separate trust fund by an independent trustee;

(3) In the event the self-insurance program is discontinued, the actuarial soundness of the claim reserve fund must be maintained; and

(4) The current level of funding in the self-insurance account.

(f) In accordance with the requirements of Section 427.120, Revised Statutes of Missouri, unless the Lessee provides evidence of the insurance coverage required under this **Article VI**, the Lessor may (but shall not be obligated to) purchase insurance at the Lessee's expense to protect its interest in the

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Leased Property. This insurance may, but need not, protect the Lessee's interests. The coverage that the Lessor purchases may not pay any claim that the Lessee makes or any claim that is made against the Lessee in connection with the Leased Property. The Lessee may later cancel any insurance purchased by the Lessor, but only after providing evidence to the Lessor that the Lessee has obtained insurance as required in this **Article VI**. If the Lessor purchases insurance for the Leased Property, the Lessee shall promptly reimburse the Lessor for the costs of that insurance as Supplemental Rent as provided in **Section 3.01(b)** together with interest equal to the prime or base lending rate of the Lessor or its parent plus 2%. The costs of the insurance that the Lessor obtains may be more than the cost of insurance the Lessee may be able to obtain on its own.

Section 6.02. Liens.

(a) Except with respect to Permitted Encumbrances and as otherwise herein or in the Indenture provided, the Lessee shall not directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property. Whenever and as often as any mechanics' or other lien is filed against the Leased Property, or any part thereof, the Lessee shall discharge the same of record within 60 days after the date of filing. The Lessor shall not be liable for any labor or materials furnished to the Lessee or to anyone claiming by, through or under the Lessee upon credit, and that no mechanics' or other lien shall attach to or affect the interests of the Lessor in and to the Leased Property or any part thereof.

(b) The Lessee, notwithstanding paragraph (a) above, shall have the right to contest any lien if and provided that the Lessee (i) within said 60-day period stated above notifies the Lessor in writing of the Lessee's intention to do so, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Leased Property, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim, and (v) thereafter promptly procures and records a release or satisfaction thereof. The Lessee may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Lessor shall notify the Lessee that, based upon an Opinion of Counsel, by nonpayment of any such items, the interest of the Lessor in the Leased Property will be materially endangered or any part thereof will be subject to loss or forfeiture, in which event the Lessee shall promptly discharge such lien. Except as expressly provided in this Article, the Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Lessee shall reimburse the Lessor for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, together with interest thereon at the Trustee's announced prime rate plus two percent per annum.

Section 6.03. Taxes.

(a) The Lessee hereby advises the Lessor and the Lessor and the Lessee understand and agree that the Leased Property constitutes public property free and exempt from all taxation; provided, however, that the Lessor agrees to cooperate with the Lessee, upon written request by the Lessee, to contest any proposed tax or assessment, or to take steps necessary to recover any tax or assessment paid. The Lessee agrees to reimburse the Lessor from Supplemental Rent for any and all costs and expenses thus incurred by the Lessor.

(b) Notwithstanding **Section 6.03(a)** hereof, if the Leased Property or any portion thereof are, for any reason, deemed subject to taxation, assessments or charges lawfully made by any governmental body, Supplemental Rent shall be paid by the Lessee equal to the amount of all such taxes, assessments and governmental charges then due. With respect to special assessments or other governmental charges

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that may be lawfully paid in installments over a period of years, the Lessee shall be obligated hereunder to provide for Supplemental Rent only for such installments as are required to be paid during the term of this Lease. The Lessee shall not allow any liens for taxes, assessments or governmental charges to exist with respect to the Leased Property or any portion thereof (including, without limitation, any taxes levied upon the Leased Property or any portion thereof which, if not paid, will become a charge on the Payments and receipts from the Leased Property or any portion thereof prior to or on a parity with the charge thereon and the pledge and assignment thereof to be created and made in the Indenture), or any interest therein (including the interest of the Lessor) or the Payments and revenues derived therefrom or hereunder.

ARTICLE VII

ALTERATIONS, ADDITIONS AND IMPROVEMENTS

Section 7.01. Alterations, Additions and Improvements to the Leased Property. The Lessee shall have the right during the term of the Lease to make any alterations, additions or improvements of any kind, structural or otherwise, as it shall deem necessary or desirable, on or to the Leased Property, to attach fixtures, structures or signs, and to affix any personal property to the improvements on the Leased Property; provided, however, that no such alteration, addition or improvement shall reduce or otherwise materially and adversely affect the value of the Leased Property or the fair rental value thereof or materially alter or change the character or use of the Leased Property or result in the Interest Component of the Base Rentals represented by any tax-exempt Certificates then Outstanding becoming included in gross income for federal and Missouri income tax purposes. All additions, alterations or improvements made by the Lessee shall be made in a workmanlike manner and in strict compliance with all laws, ordinances, and regulations applicable thereto, when commenced, be completed with due diligence, and when completed, be deemed a part of the Leased Property.

Section 7.02. Title to Alterations, Additions and Improvements. Except as provided in **Section 7.03** hereof, all alterations, additions and improvements to the Leased Property shall become the property of the Lessor and shall constitute a part of the Leased Property for all purposes of this Lease and shall be subject hereto, the Ground Lease and to the Indenture.

Section 7.03. Lessee's Equipment.

(a) All of the Lessee's equipment and other personal property installed or placed by the Lessee in or on the Leased Property which is not a fixture under applicable law or which is not paid for with the proceeds of the sale of the Certificates shall remain the sole property of the Lessee in which the Lessor shall have no interest, and may be modified or removed at any time by the Lessee and shall not be subject to the lien of the Indenture. The Lessee shall repair any damage caused by such removal.

(b) If after the occurrence of an Event of Nonappropriation or an Event of Default, the Lessee moves out or is dispossessed and fails to remove any property of the Lessee at the time of such moving out or dispossession, then the Lessor may either regard such property as abandoned by the Lessee, in which case such property shall become the property of the Lessor subject to the Indenture, or may demand that the Lessee remove such property from the Leased Property. In the event of failure of the Lessee to comply with said demand, the Lessor may remove, sell or destroy such property.

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ARTICLE VIII

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 8.01. Damage, Destruction and Condemnation.

(a) If, during the term of the Lease (i) the Leased Property is destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, the Leased Property or any portion thereof or the estate or interest of the Lessee or the Lessor in the Leased Property or any portion thereof is taken under the exercise of the power of eminent domain by a governmental body or by any person, firm or corporation acting under governmental authority; or (iii) title to or the use of all or any portion of the Leased Property is lost by reason of defect in title; then, subject to **Sections 3.09(a)** and **8.01(c)** hereof, the Lessee shall continue to pay Base Rentals and Supplemental Rent and to take such action as shall be necessary to repair and replace the Leased Property using applicable insurance proceeds.

(b) In accordance with **Section 4.09** of the Indenture, the Lessee shall cause the Net Proceeds of any insurance policies (including any moneys derived from any self-insurance program), performance bonds or condemnation awards with respect to the Leased Property, to be deposited into the Construction Fund to be applied as provided herein and in **Section 4.09** of the Indenture. Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the Leased Property by the Lessee, except as otherwise provided in **Section 6.01(d) or Section 8.01(c)** hereof. The balance of any Net Proceeds remaining after the repair, restoration, modification, improvement or replacement has been completed are to be deposited into the Prepayment Fund which completion shall be evidenced by a certificate reasonably satisfactory to the Trustee signed by an Authorized City Representative and filed with the Trustee. All repairs, restoration, modification, improvement or replacement of the Leased Property shall be made in a workmanlike manner and in strict compliance with all laws, ordinances and regulations applicable thereto, when commenced, be completed with due diligence, and when completed, be deemed a part of the Leased Property.

(c) If such Net Proceeds are insufficient to pay in full the cost of any such repair, restoration, modification, improvement or replacement, the Lessee shall, within ninety (90) days after the occurrence of the event giving rise to such Net Proceeds, either:

(i) commence and thereafter complete the work and pay any cost in excess of the Net Proceeds, in which case the Lessee agrees that it will not be entitled to any reimbursement from the Lessor or the Owners of the Certificates, nor shall it be entitled to any diminution of the Base Rentals or Supplemental Rent; or

(ii) if such Net Proceeds are in an amount less than $200,000 and the failure to repair or restore will not materially detract from the value of the Leased Property, then the Lessee may discharge its obligation to repair or replace the Leased Property by causing such Net Proceeds to be deposited into the Certificate Payment Fund; or

(iii) apply such Net Proceeds to the payment of the Option Purchase Price applicable as of the next occurring Payment Date, in which case, if the Net Proceeds are insufficient to pay the Option Purchase Price, the Lessee shall pay such amounts as are necessary to equal the full Option Purchase Price, and if the Net Proceeds exceed the Option Purchase Price, such excess shall be retained by the Lessee.

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(d) The Lessee hereby agrees that any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the Lessor subject to the Indenture, and will be included as part of the Leased Property subject to this Lease.

(e) The Lessor and the Lessee agree that it is the intent of the parties that the risk of any loss arising out of any damage, destruction or condemnation of the Leased Property shall be borne by the Lessee and not by the Lessor or the Owners of the Certificates. The Lessee hereby covenants and agrees that in the event of any such damage, destruction or condemnation, the Lessee will either repair, restore or replace the Leased Property to essentially the same condition as before any such damage, destruction or condemnation or provide funds, either through payment of the Option Purchase Price or otherwise, necessary to prepay the Certificates at the earliest practicable date.

(f) The Lessee hereby covenants and agrees, to the extent it may lawfully do so, that so long as any of the Certificates remain Outstanding and unpaid, the Lessee will not exercise the power of condemnation with respect to the Leased Property. The Lessee further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the Lessee should fail or refuse to abide by such covenant and condemns the Leased Property, the appraised value of the Leased Property shall not be less than the greater of (i) if such Certificates are then subject to redemption or prepayment, the Principal Component and Interest Component of the Certificates Outstanding through the date of their redemption or prepayment, or (ii) if such Certificates are not then subject to redemption or prepayment, the amount necessary to defease such Certificates to the first available redemption or prepayment date in accordance with the Indenture and this Lease.

ARTICLE IX

ASSIGNMENTS

Section 9.01. Limitations on Assignment and Subleasing by Lessee. The Lessee may not assign this Lease in whole or in part, and may not sublease the Leased Property in whole or in part, as long as any Certificates remain Outstanding, unless it receives and delivers to the Lessor an opinion of Special Counsel that such assignment or sublease will not result in the Interest Component of the Base Rentals represented by any tax-exempt Certificates then Outstanding becoming included in gross income for federal and Missouri income tax purposes. In the event of any sublease of any kind of part or all of the Leased Property, the Lessee shall remain fully liable under the terms and conditions of this Lease.

ARTICLE X

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 10.01. Representations, Covenants and Warranties of the Lessee. The Lessee hereby represents, covenants and warrants for the benefit of the Lessor as follows:

(a) The Lessee has the power and authority to enter into the transactions contemplated by this Lease and the other documents contemplated hereby to which it is a party and to carry out its obligations hereunder and thereunder. The Lessee has been duly authorized to execute and deliver this Lease and such other documents and agrees that it will do or cause to be done all things necessary to preserve and keep this Lease (to the extent herein provided and subject to the limitations expressed herein, including but not limited to the limitations provided in **Section 3.04** hereof) in full force and effect.

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(b) The Lessee is not subject to any legal or contractual limitation or provision of any nature whatsoever which in any way limits, restricts or prevents the Lessee from entering into this Lease and the other documents contemplated hereby to which it is a party or performing any of its obligations hereunder and thereunder.

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting the Lessee, nor to the best knowledge of the Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other agreement or instrument to which the Lessee is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Lease. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessee of this Lease or any such other agreement or instruments in connection with the carrying out by the Lessee of its obligations hereunder or thereunder have been obtained.

(d) The payment of the Payments hereunder or any portion thereof is not (under the terms of this Lease or any underlying arrangement) directly or indirectly (i) secured by any interest in property used or to be used, directly or indirectly, in a trade or business carried on by any person other than any state or any political subdivision, agency or instrumentality of a state or any entity acting by or on behalf of a state (a **"Governmental Unit"**) within the meaning of Section 141(b)(2) of the Code, or payments in respect of such property; or (ii) to be derived from payments (whether or not to the Lessee) in respect of property, or borrowed money, used or to be used, directly or indirectly, in a trade or business carried on by any person other than a Governmental Unit. Neither the Leased Property nor the Project will be used, directly or indirectly, in a trade or business carried on by any person other than a Governmental Unit. No portion of the proceeds of the Certificates will be used, directly or indirectly, to make or finance loans to persons other than Governmental Units. The Lessee has not entered into any management contracts with respect to the use and operation of the Leased Property or the Project.

(e) The entering into and performance of this Lease or any other document or agreement contemplated hereby to which the Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any asset of the Lessee or on the Leased Property except as herein or in the Indenture provided.

(f) All requirements have been met and procedures have occurred in order to ensure the enforceability of this Lease.

(g) During the term hereof, the Leased Property will be used by the Lessee only for the purpose of performing one or more essential governmental or proprietary functions (including related functions) of the Lessee or such other bodies consistent with the permissible scope of the Lessee's authority.

(h) The Lessee will comply with all applicable laws, rules, regulations, orders, directions and requirements of all governmental departments, bodies, bureaus, agencies and officers. The Leased Property will comply in all respects with applicable zoning, environmental and safety ordinances, and the Land is the same property that is the subject to the title insurance policies required to be provided by the Lessee.

(i) Until the payment in full of the Certificates, the Lessee will from time to time, record, register and file all such notices, statements and other documents and take such other steps, including without limitation the amendment to any of the Lease, the Ground Lease, the Indenture and any other

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documents related to the Certificates and any instruments perfecting interests thereunder, as may be necessary or advisable to render fully valid and enforceable under all legal requirements the rights, liens and priorities of the Lessor with respect to all security from time to time furnished under this Lease or intended to be so furnished and to preserve the excludability from gross income for federal and Missouri income tax purposes of the Interest Component of the Base Rentals represented by any tax-exempt Outstanding Certificates, in such form and at such times as shall be satisfactory to the Lessor.

(j) Until the payment in full of the Certificates, the Lessee agrees not to create, incur, assume or permit to exist any mortgage, deed of trust, security interest (whether possessory or non-possessory) or other encumbrance of any kind (including without limitation the charge upon property purchased under conditional sale or other title retention agreement) in excess of $25,000 upon or on the Leased Property, other than (A) liens for taxes not delinquent or being contested as permitted hereunder; (B) liens in connection with workers' compensation, unemployment insurance or social security obligations; (C) mechanics', workmens', materialmens', landlords', carriers' or other like liens arising in the ordinary and normal course of business with respect to obligations which are not due or which are being contested hereunder; (D) liens in favor of the Lessor arising out of the transactions contemplated hereby; and (E) in connection with the issuance of Additional Certificates.

(k) The Lessee hereby agrees to comply with and punctually perform all of its obligations under the Ground Lease, including all obligations imposed by law.

Section 10.02. Representations, Covenants and Warranties of the Lessor. The Lessor represents, covenants and warrants for the benefit of the Lessee and the Owners of the Certificates as follows:

(a) The Lessor has the power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. The Lessor has been duly authorized to execute and deliver this Lease.

(b) The Lessor is not subject to any legal or contractual limitation or provision of any nature whatsoever which in any way limits, restricts or prevents the Lessor from entering into this Lease or performing any of its obligations hereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting the Lessor, nor to the best knowledge of the Lessor is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other agreement or instrument to which the Lessor is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Lease. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessor of this Lease or in connection with the carrying out by the Lessor of its obligations under this Lease have been obtained.

(d) The Lessor will not pledge the Base Rentals, the Option Purchase Price, or any of its other rights hereunder and will not sell, assign, mortgage or encumber the Leased Property, except as provided herein and in the Indenture. All property and moneys received by the Lessor from the Lessee hereunder and under the Indenture for the Owner or Owners of the Certificates will be applied for the benefit of such Owner or Owners.

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Section 10.03. Lessee's Covenants Relating to Compliance with Environmental Laws.

(a) The Lessee hereby covenants and agrees to carry on the business and operations at the Leased Property in a manner that complies in all respects, and will remain in compliance, with all applicable federal, state, regional, county or local laws, statutes, rules, regulations or ordinances, concerning public health, safety or the environment. The Lessee covenants, represents and warrants to the Lessor and its successors and assigns that, during the time the Lessee has had an interest in the Leased Property, the Leased Property has complied with and will comply with, and the Lessee is not in violation of and will not violate, in connection with the ownership, use, maintenance or operation of the Leased Property and the conduct of the business related thereto, any applicable "Environmental Law", as hereinafter defined, relating to "Hazardous Materials", as hereinafter defined. The term **"Environmental Laws"** shall mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.), the Clean Air Act, the Federal Water Pollution Control Act of 1972, and the Superfund Amendments and Reauthorization Act of 1986. The term **"Hazardous Materials"** shall mean any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum-based products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials as set forth in any Environmental Law or other materials which may or could pose a hazard to the health and safety of the occupants of the Leased Property or the occupants and/or owners of property near the Leased Property.

(b) The Lessee, its agents, employees and independent contractors shall not cause or permit the Leased Property or any part thereof to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all Federal, state and local laws or regulations, nor shall the Lessee, its agents, employees and independent contractors cause or permit, as a result of any intentional or unintentional act or omission on the part of the Lessee, its agents, employees and independent contractors, a release of Hazardous Materials onto the Leased Property.

(c) The Lessee shall (i) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, from or affecting the Leased Property (A) in accordance with all applicable Environmental Laws, (B) to the satisfaction of the Lessor and (C) in accordance with the orders and directives of all Federal, state and local governmental authorities.

(d) The Lessee agrees to defend, indemnify and hold harmless the Lessor and its officials, officers, shareholders, employees, directors and agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any Hazardous Materials which are on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals or otherwise; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; or (iii) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Lessor, which are based upon or in any way related to such Hazardous Materials including, without limitation, attorney and consultant fees, investigation and laboratory fees,

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court costs and litigation expenses. The amount of all such indemnified loss, damage, expense or cost, shall bear interest thereon at the prime rate of the Lessor plus 2%, and shall become immediately due and payable in full on demand of the Lessor. The Lessee shall be notified in writing of any event requiring indemnification hereunder and the Lessee shall have the right to defend the Lessor with counsel approved by the Lessor.

(e) In the event that the Lessor elects to exercise remedies available to it under this Lease with respect to the Leased Property upon the occurrence of an Event of Default, the Lessee shall deliver the Leased Property free of any and all Hazardous Materials so that the conditions of the Leased Property conform with all applicable Environmental Laws. Prior to any such delivery of the Leased Property, the Lessee shall pay the Lessor, from its own funds, any amounts then required to be paid under subsection (d) above.

(f) The Lessee further represents and warrants as follows:

(i) there are no existing or pending statutes, orders, standards, rules or regulations relating to environmental matters requiring any remedial actions or other work, repairs, construction or capital expenditures with respect to the Leased Property, nor has the Lessee received any notice of any of the same;

(ii) no Hazardous Materials have been or will be released into the environment, or have been spilled, discharged, or disposed of at, on or near the Leased Property except as previously disclosed in writing to the Lessor by or on behalf of the Lessee, nor has or will the Leased Property be used at any time by any person as a landfill or a disposal site for Hazardous Materials;

(iii) there are no electrical transformers or other equipment containing dielectric fluid containing polychlorinated biphenyls located in, on or under the Leased Property, nor is there any friable asbestos contained in, on or under the Leased Property, nor will the Lessee permit the installation of the same;

(iv) there are no locations off the Leased Property where Hazardous Materials generated by or on the Leased Property have been treated, stored, deposited or disposed of by the Lessee;

(v) no notices of any violation of any of the matters referred to in the foregoing sections relating to the Leased Property or its use have been received by the Lessee and there are no writs, injunctions, decrees, orders or judgments outstanding, and no lawsuits, claims, proceedings or investigations pending or threatened, relating to the ownership, use, maintenance or operation of the Leased Property, nor is there any basis for any such lawsuit, claim, proceeding or investigation being instituted or filed; and

(vi) the Leased Property is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites nor any other log, list, schedule, inventory or record of Hazardous Materials or Hazardous Waste Sites whether maintained by the United States, or any state or local governmental unit.

(g) With the exception of the representations and warranties in paragraph (f) above regarding the non-receipt of notice by the Lessee described in subparagraph (f) (i) above, the absence of notices of violations described in subparagraph (f) (v) above and the non-inclusion of the Leased Property on the various lists described in subparagraph (f) (vi) above, all statements by the Lessee as set forth in this

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Section 10.03 as to past or existing facts shall be deemed representations and warranties made to the best of the Lessee's knowledge after having made due inquiry. All other statements of past or present facts shall be deemed representations and warranties by the Lessee without limitation based upon actual knowledge or inquiry. All such statements regarding future acts to be performed or refrained from shall be deemed covenants to be complied with by the Lessee without limitation based upon knowledge or inquiry.

(h) The covenants, representations, warranties and indemnities in this **Section 10.03** (i) shall survive any termination of this Lease due to an Event of Nonappropriation or other event prior to payment in full of the Certificates and (ii) shall be deemed continuing covenants, representations, warranties and indemnities running with the land for the benefit of the Lessor, and its successors and assigns including any purchaser at a foreclosure sale, any transferee of the title of the Lessor or any subsequent purchaser at a foreclosure sale, and any subsequent owner of the Leased Property claiming through or under the title of the Lessor.

ARTICLE XI

AMENDMENTS

Section 11.01. Amendments, Changes and Modifications. This Lease may be amended, changed or modified only in the manner provided in **Article VI** of the Indenture.

ARTICLE XII

LESSEE'S OPTION TO PURCHASE THE LESSOR'S INTEREST IN THE LEASED PROPERTY

Section 12.01. Option to Purchase the Lessor's Interest in the Leased Property. The Lessee may purchase the Lessor's interest in the Leased Property subject to the terms hereof on any Optional Prepayment Date by delivering written notice to the Lessor not less than sixty (60) days prior to the Optional Prepayment Date on which the option is to be exercised. The purchase price to be paid by the Lessee to exercise the option provided herein shall be an amount equal to (a) the Option Purchase Price applicable on such Optional Prepayment Date as indicated on the Option Purchase Price Schedule attached hereto as **Schedule I**, plus interest, premium, if any, and fees, costs and expenses (including fees, costs and expenses of the Lessor) which must be paid to prepay the then Outstanding Certificates, less all amounts in reserves held by the Lessor under the Indenture which are to be applied to the Prepayment of such Outstanding Certificates and such other expenses, (b) all costs of transferring the Lessor's interest in the Leased Property to the Lessee and (c) all other reasonable costs and expenses incidental thereto. Nothing herein shall be construed to create any obligation of the Lessee to purchase the Lessor's interest in the Leased Property.

Section 12.02. Vesting of Title.

(a) Title to the Leased Property will be held in the name of the Lessee (to the extent of the Lessee's interest in the Land), subject to the Ground Lease, this Lease and the Indenture.

(b) The Lessor's interest in the Leased Property shall be transferred to the Lessee (i) on the Optional Prepayment Date on which the Lessee has indicated pursuant to **Section 12.01** hereof its intention to purchase the Leased Property, provided the Lessee pays to the Lessor the amounts required to be paid pursuant to **Section 12.01** hereof at least 15 days before such date; (ii) after payment of all Base

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Rentals for all Renewal Terms and all then accrued Supplemental Rent; or (iii) when the lien of the Indenture has been discharged in accordance with the terms thereof, other than by foreclosure of such lien.

Section 12.03. Partial Prepayments.

(a) The Lessee may prepay Base Rentals in part on each Optional Prepayment Date by delivering written notice to the Lessor not less than sixty (60) days prior to each Optional Prepayment Date indicating the Lessee's intention to prepay Base Rentals and the amount of the prepayment. The Lessee may exercise the option provided herein by paying to the Lessor not less than 60 days (or such lesser time as the Lessor may approve) prior to the Optional Prepayment Date an amount equal to the Prepayment Price permitted in **Section 3.02** of the Indenture.

(b) The Principal Component of Base Rentals prepaid pursuant to this Section shall be in integral multiples of $5,000 and shall be credited in the order of stated payment dates determined by the Lessee. Upon any partial prepayment, (i) the amount of each Interest Component of Base Rentals coming due thereafter shall be reduced by the amount of such Interest Component attributable to the prepaid Principal Component determined by applying the annual interest rate corresponding to the prepaid Principal Component as shown on **Schedule I** hereto, and (ii) the Option Purchase Price shall be reduced by the amount of any Principal Component of Base Rentals so prepaid.

Section 12.04. Relative Position of Option and Indenture. The option granted to the Lessee in this Article shall remain prior and superior to the Indenture and may be exercised whether or not the Lessee is in default under this Lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate 90 days following the termination of this Lease.

Section 12.05. Obligation of the Lessee to Accept Conveyance of Lessor's Interest in Leased Property. The Lessee hereby agrees to accept conveyance of, and the Lessor hereby agrees to convey to the Lessee, all of the Lessor's right, title and interest in and to the Leased Property at the expiration of the Term of the Lease following full payment of the Certificates or provision for payment thereof having been made in accordance with the provisions of the Indenture. Upon conveyance of the Lessor's interest in the Leased Property to the Lessee, there shall be cancelled all encumbrances on the Leased Property created by or for the benefit of the Lessor.

Section 12.06. No Obligation to Purchase. The Lessee shall be under no obligation whatsoever to exercise its option to purchase the Lessor's interest in the Leased Property.

Section 12.07. Determination of Fair Purchase Price; Acquisition of the Leased Property.

(a) The Lessee and the Lessor hereby agree and determine that the Base Rentals hereunder during the Initial Term and any Renewal Term represents the fair value of the use of the Leased Property and that the amount required to exercise the Lessee's option to purchase the Lessor's interest in the Leased Property pursuant to **Section 12.01** represents, as of that date, the fair purchase price of the Leased Property. The Lessee hereby determines that the Base Rentals do not exceed a reasonable amount so as to place the Lessee under an economic practical compulsion to renew this Lease or to exercise its option to purchase the Leased Property hereunder. In making such determinations, the Lessee and the Lessor have given consideration to the Costs of the Project, the uses and purposes for which the Leased Property will be employed by the Lessee, the benefit to the Lessee by reason of the acquisition, construction, improvement, furnishing, equipping and installation of the Project and the use and occupancy of the Leased Property pursuant to this Lease and Lessee's option to purchase the Leased Property.

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(b) The Lessee is entering into this Lease to acquire the use of the Leased Property during the Lease Term, and with the current intent of acquiring the Leased Property in accordance with **Section 12.01**, for its public purposes. Any acquisition of the Leased Property or rights to their use by the Lessee (whether pursuant to the exercise of eminent domain powers or otherwise) shall be pursuant to and in accordance with this Lease, including payment of Base Rentals and the applicable Option Purchase Price. If the Lessee allows this Lease to expire without exercising its option to purchase (whether by failure to exercise its option to extend this Lease Term or failure to cure an Event of Default), that action shall constitute an irrevocable determination by the Lessee that the Leased Property is not required by it for any public purpose for the term of the Ground Lease. This Section shall survive the termination of this Lease for any reason.

ARTICLE XIII

RIGHT OF ENTRY; LIENS; QUIET ENJOYMENT

Section 13.01. Right of Entry. The Lessor and its designated representatives shall retain the right to enter upon the real property upon which any portion of the Leased Property is located during reasonable business hours (and in emergencies at all times) (a) to inspect the same, (b) for any purpose connected with the Lessor's rights or obligations under this Lease, or (c) for all other lawful purposes.

Section 13.02. Covenant of Quiet Enjoyment.

(a) The Lessor covenants and agrees that, as long as the Lessee is not in default under this Lease, the Lessee shall have the use and enjoyment of the Leased Property (subject to Permitted Encumbrances) and shall and may peaceably and quietly have, hold and enjoy the Leased Property during the Term of the Lease. The Lessor covenants and agrees that it will not take any action, other than pursuant to **Article XIV** hereof, to prevent the Lessee from having quiet and peaceable possession and enjoyment of the Leased Property during the Term of the Lease and will, at the request and expense of the Lessee, cooperate with the Lessee in order that the Lessee may have quiet and peaceable use and enjoyment of the Leased Property and will defend the Lessee's right to enjoyment and use thereof against all parties.

(b) Subject to the provisions of this Section, the Lessee shall have the right to use the Leased Property for any lawful purpose. The Lessee 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 Leased Property or to any adjoining public ways, as to the manner of use or the condition of the Leased Property or of adjoining public ways. The Lessee 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 VI** hereof. The Lessee 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 Lessee to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Lessee shall have the right, at its own cost and expense, to contest or review by legal or other appropriate 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 Lessee may refrain from complying therewith if the Lessee furnishes on request of the Lessor, at the Lessee's expense, indemnity satisfactory to the Lessor.

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ARTICLE XIV

EVENTS OF DEFAULT; REMEDIES

Section 14.01. Events of Default Defined. Any of the following shall be an "Event of Default" under this Lease:

(a) Failure by the Lessee to pay any Base Rentals required to be paid under **Section 3.01(a)** hereof when such Base Rentals are due and payable; or

(b) Failure by the Lessee to pay or cause to be paid any Supplemental Rent during the term of this Lease for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is received by the Lessee from the Lessor; or

(c) Failure by the Lessee to vacate the Leased Property at the expiration of the Initial Term or any Renewal Term during which an Event of Nonappropriation occurs; or

(d) Failure by the Lessee to observe and perform any covenant, condition or agreement herein on its part to be observed or performed, other than as referred to in **Sections 14.01(a)**, **14.01(b)** or **14.01(c)** hereof, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, has been given to the Lessee by the Lessor, unless the Lessor agrees in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected such failure shall not be an Event of Default; or

(e) Any representation or warranty (i) made by the Lessee pursuant to **Section 10.01** hereof or (ii) contained in any certificate delivered in connection with this Lease proves to have been false or misleading in any material respect when made; or

(f) The entry of a final nonappealable order or decree in any court of competent jurisdiction enjoining or restraining the construction or development of the Project or enjoining, restraining or prohibiting the Lessee from consummating the transactions contemplated by this Lease; or

(g) 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 Lessee, and if instituted against the Lessee, is consented to by the Lessee or is not dismissed within 60 days.

The foregoing provisions of this **Section 14.01** are subject to the following limitations: (i) the obligations of the Lessee to make payments of the Base Rentals and the Supplemental Rent shall be subject to the provisions of **Article III** hereof with respect to an Event of Nonappropriation; and (ii) if, by reason of Force Majeure (as such term is hereinafter defined), the Lessee is unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations of the Lessee contained in **Article III** hereof, the Lessee shall not be deemed in default during the continuance of such inability. The settlement of strikes, lockouts and other disturbances shall be entirely within the discretion of the Lessee, and the Lessee shall not be required to make settlement of strikes, lockouts and other disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Lessee, unfavorable to the Lessee. As used herein the term **"Force Majeure"** means, without limitation, the following: acts of God; strikes; lockouts or other disturbances; acts of public enemies; orders of any kind of the government of the United States of America or the State of Missouri or any of their departments,

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agencies or officials, or any civil or military authority; insurrections; riots; landslides; lightning; earthquakes; fire; storms; floods; washouts; arrests; restraints of government and people; civil disturbances; explosions; or partial or entire failure or unavailability of utilities.

Section 14.02. Remedies on Default.

(a) Upon the occurrence and continuance of any Event of Default, the Lessor shall give notice to the Lessee to vacate the Leased Property immediately (but in no event earlier than the expiration of the Initial Term or the then current Renewal Term for which the Lessee has paid or appropriated moneys sufficient to make all Payments due for such Initial Term or Renewal Term, as appropriate, in the case of an Event of Nonappropriation) and may, without any further demand or notice, (i) terminate this Lease or the Lessee's possessory rights hereunder (without otherwise terminating this Lease), re-enter the Leased Property and eject the Lessee (including any third parties in possession of the Leased Property under any sublease or license granted by the Lessee) therefrom, and rent the Leased Property, provided that the use of the Land must at all times be consistent with the terms of the Easement, (ii) take possession of the portion of the Project located on the Land, or any part thereof, pursuant to the Lessor's rights therein under **Section 4.06** of this Lease, enter upon the Land and remove such portion of the Project, and sell or otherwise dispose of such portion the Project upon whatever terms and conditions it deems prudent; or (iii) take any other action at law or in equity deemed necessary or desirable to enforce its rights with respect to the Leased Property.

(b) Upon the termination of the term of this Lease or the Lessee's possessory interests herein by reason of an Event of Nonappropriation or an Event of Default, all moneys then held in any fund or account under the Indenture and any Net Proceeds received on such sale, reletting or disposition shall be held by the Lessor for the benefit of the Owners of the Certificates (and applied from time to time as provided in **Section 7.05** of the Indenture). Upon the termination of the term of this Lease or the Lessee's possessory interests herein by reason of an Event of Nonappropriation, the Lessee shall vacate the Leased Property as soon as practical. Notwithstanding anything herein to the contrary, the Lessor shall be entitled exercise the remedies granted under this Lease and the Ground Lease to the extent necessary to obtain sufficient moneys to pay in full the Principal Component, premium, if any, and Interest Component of Base Rentals with respect to the Certificates, and the obligations of the Lessor with respect to the Owners of the Certificates and the receipt and disbursement of funds shall be continuing until the lien of the Indenture is discharged as provided in the Indenture except as a result of foreclosure.

Section 14.03. Remedies Cumulative. The rights and remedies given or reserved herein to the Lessor and the Lessee are and shall be deemed to be cumulative. The exercise or non-exercise of any shall not be deemed to be an election excluding the exercise or non-exercise at any other time of a different or inconsistent right or remedy or the maintenance of any action either at law or in equity.

Section 14.04. Waiver. The delay or failure of the Lessor at any time to insist in any one or more instances upon a strict performance of any covenant of this Lease or to exercise any right, remedy, power or option herein granted or established by law, shall not be construed as an impairment of or a waiver or a relinquishment for the future of such covenant, right, remedy, power or option, but the same shall continue and remain in full force and effect, and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred unless otherwise agreed. The receipt and acceptance by the Lessor of any Payments, in whole or in part with knowledge of the breach of any term, covenant or condition hereof, shall not be deemed a waiver of such breach and no waiver of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Lessor.

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Section 14.05. Curing Lessee's Breach. If the Lessee defaults in the observance or performance of any term or covenant on the Lessee's part to be observed or performed under or by virtue of any of the terms of this Lease, the Lessor may (but shall not be obligated to do so) immediately, or at any time thereafter and without notice, and to the extent permitted by law, perform or cause to be performed the same for the account of the Lessee. Any sums paid or obligations incurred in connection therewith shall be deemed to be Supplemental Rent hereunder and shall be paid by the Lessee to the Lessor for appropriate disbursement within forty-five (45) days of the rendering of any bill or statement to the Lessee therefor; provided, however, that nothing herein shall be construed to obligate the Lessee to pay any such Supplemental Rent from any funds other than moneys legally available and appropriated for such purpose.

ARTICLE XV

MISCELLANEOUS

Section 15.01. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by one party to another party shall be in writing and shall be sufficiently given and served upon the other party, if sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed as follows provided, however, that any of the foregoing given to the Trustee shall be effective only upon receipt:

If to the Lessor:
[**TRUSTEE**]
[**TRUSTEE ADDRESS**]

If to the Lessee:
City of Sedalia, Missouri
200 South Osage
Sedalia, MO 65301
Attention: City Administrator

Section 15.02. Filing Continuation Statements. The Lessee shall, on an ongoing basis, execute and deliver all documents and make or cause to be made all filings and recordings necessary or desirable in order to perfect, preserve and protect the interest of the Lessor in the Leased Property, to the extent possible under applicable law. Not earlier than 180 days nor later than 30 days prior to each fifth anniversary of the initial delivery of the Certificates, the Lessor shall hire legal counsel at the Lessee's expense to file continuations of all Uniform Commercial Code financing statements that were initially filed to evidence any security interest hereunder and to render an opinion to the Trustee to the effect that all filings have been made and all other required actions have been taken to perfect, preserve and protect such interests under applicable law. The obligations under this Section shall survive any termination of this Lease.

Section 15.03. Waiver of Personal Liability. All obligations or liabilities under this Lease on the part of the Lessor are solely obligations or liabilities of the Lessor incurred in its capacity as Trustee of the Trust Estate, and, to the extent permitted by law, the Lessee hereby releases each and every director, officer, agent or employee of the Lessor of and from any personal or individual liability under this Lease. No director, officer, agent or employee of the Lessor shall at any time or under any circumstances be individually or personally liable under this Lease for anything done or omitted to be done by the Lessor hereunder.

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All obligations or liabilities under this Lease on the part of the Lessee are solely liabilities of the Lessee as a political subdivision, and, to the extent permitted by law, the Lessor hereby releases each and every official, employee or agent of the Lessee of and from any personal or individual liability under this Lease. No official, employee or agent of the Lessee shall at any time or under any circumstances be individually or personally liable under this Lease for anything done or omitted to be done by the Lessee hereunder.

Section 15.04. Governing Law. This Lease is made in the State of Missouri under the Constitution and laws of such State and is to be so construed.

Section 15.05. Lessee's Obligation to Operate. The Lessee shall be obligated to use and operate (1) the Leased Property so as to afford to the public the benefits contemplated by this Lease and (2) the Land and the portions of the Project located thereon in compliance with the terms of the Easement.

Section 15.06. Execution in Counterparts. This Lease may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Lease. Separate counterparts of this Lease may be separately executed by the Lessor and Lessee, all with the same full force and effect as though the same counterpart had been executed simultaneously by the Lessor and the Lessee.

Section 15.07. Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this Lease, or the application thereof to any person or circumstance, is to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Lease, and the application thereof to other persons or circumstances, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

Section 15.08. Successors and Assigns; Third Party Beneficiaries.

(a) This Lease and the covenants, conditions, and agreements herein contained shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

(b) This Lease is executed in part to induce the purchase by others of the Certificates, and for the further securing of the Certificates. As long as any Certificates are Outstanding, all respective covenants and agreements of the parties herein contained are hereby declared to be for the benefit of the Owners from time to time of the Certificates, but may be enforced by or on behalf of such Owners only in accordance with the provisions of the Indenture. This Lease shall not be deemed to create any right in any person who is not a party (other than the successors and permitted assigns of a party) and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the successors and permitted assigns of a party hereto), except in each case the Owners from time to time of the Certificates and the Lessor.

Section 15.9. Captions and Headings. The captions and headings used throughout this Lease are for convenience of reference only, and the words contained therein shall not be deemed to affect the meaning of any provision or the scope or intent of this Lease, nor in any way affect this Lease.

Section 15.10. "Triple Net Lease". The parties hereto agree (i) that this Lease shall be deemed and construed to be a "triple net lease" that requires the Lessee to pay all expenses, taxes, fees, insurance premiums, rebate payments, reserve deposits and costs associated with the Leased Property, the Lease, the Ground Lease, the Indenture and the Certificates without the right of offset, and (ii) that if after the Principal Components, redemption premium, if any, and Interest Components represented by the

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Certificates and all costs incident to the payment of the Certificates have been paid in full the Lessor holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, after payment therefrom of all sums then due and owing by the Lessee under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Lessee.

Section 15.11. Indemnification. The Lessee shall, to the extent permitted by law and subject to the availability of appropriations of funds to it therefor and other moneys legally available for the purpose, indemnify and hold harmless the Lessor from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever which the Lessor may incur (or which may be claimed against the Lessor by any person or entity whatsoever) and which are not caused by the negligence or willful misconduct of the Lessor. Notwithstanding anything in this Lease to the contrary, the provisions of this **Section 15.12** and **Section 10.03** shall survive the termination of this Lease.

Section 15.12. Consent Not to be Unreasonably Withheld. Whenever any party hereto is required in this Lease to obtain the consent of any other party hereto such consent shall not be unreasonably withheld or delayed.

Section 15.13. No Merger. Neither this Lease nor the Ground Lease nor any provisions hereof or thereof shall be construed to effect a merger of the title of the Lessee to the Leased Property under the Ground Lease and the Lessee's leasehold interest therein under this Lease.

Section 15.14. Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall be a legal holiday or a day on which banking institutions in the city in which the principal business office of the Lessor or the Lessee is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day that is not a legal holiday or a day on which such banking institutions are not authorized by law to remain closed with the same force and effect as if done on the date provided in this Lease.

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IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be signed by their respective officers hereunto duly authorized, all as of the day and year first above written.

LESSOR:

[TRUSTEE**],**
as Trustee

By: _____
Name:
Title:

ATTEST:

_____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____)
) **SS.**
COUNTY OF _____)

On this ___ day of _____, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, who acknowledged himself/herself to be a _____ of **[**TRUSTEE**]**, and that as such officers being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as such officers.

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

_____
Notary Public - State of _____
Commissioned in _____ County

(SEAL)

My Commission Expires:

_____

Council Agenda

LESSEE:

CITY OF SEDALIA, MISSOURI

By:_____
Name: Elaine Horn
Title: Mayor

(SEAL)

ATTEST:

_____
Name: Arlene Silvey
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **SS.**
COUNTY OF PETTIS)

On this __ day of _____, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared **ELAINE HORN**, who acknowledged himself/herself to be the **MAYOR** of **CITY OF SEDALIA, MISSOURI**, and that as such officers being authorized so to do executed the foregoing instrument for the purposes therein contained by signing their names as such officers.

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

_____
Notary Public - State of Missouri
Commissioned in _____ County

(SEAL)

My Commission Expires:

_____

Council Agenda

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

The following real estate, situated in the State of Missouri, County of Pettis, and described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI; THENCE N 86E29'52"W ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 939 FEET TO THE POINT OF BEGINNING OF THE PARCEL CONVEYED TO THE STATE OF MISSOURI IN VOLUME 289 AT PAGE 242 IN THE PETTIS COUNTY RECORDERS OFFICE, AND AS SHOWN ON A SURVEY IN PLAT CABINET B AT PAGE 775 TO THE POINT OF BEGINNING; THENCE CONTINUING N 86E29'52"W ALONG SAID SOUTH LINE, 323 FEET TO THE EASTERLY RIGHT OF WAY OF THE MISSOURI PACIFIC RAILROAD COMPANY DESCRIBED IN VOLUME 140 AT PAGE 298, AND AS SHOWN ON SAID SURVEY IN PLAT CABINET B AT PAGE 775; THENCE N 2E24'46"E ALONG SAID RIGHT OF WAY, 387.32 FEET; THENCE S 87E36'42"E, 323 FEET TO THE EAST LINE OF SAID PROPERTY DESCRIBED IN VOLUME 289 AT PAGE 242; THENCE S 2E24'41"W ALONG SAID EAST LINE, 393.60 FEET TO THE POINT OF BEGINNING, CONTAINING 2.9 ACRES, MORE OR LESS, RESERVING TO THE STATE OF MISSOURI INGRESS AND EGRESS TO THE NORTH 2.1 ACRES MORE OR LESS OF THE PARCEL DESCRIBED IN VOLUME 289 AT PAGE 242. EXCEPTING THEREFROM THE RIGHT OF WAY FOR HIGHWAY Y AS SHOWN ON SAID SURVEY IN PLAT CABINET B AT PAGE 775, AND THE MISSOURI DEPARTMENT OF TRANSPORTATIONS PLANS FOR STATE HIGHWAY Y.

* * *

Council Agenda

EXHIBIT B

DESCRIPTION OF THE PROJECT

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SCHEDULE I

BASE RENTAL PAYMENT SCHEDULE

Rental Payment Date	Principal Component	Interest Component	Option Purchase Price on Rental Payment Date through but excluding next Rental Payment Date*

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SCHEDULE II

OPTION PURCHASE PRICE SCHEDULE

The Option Purchase Price in the event of damage, casualty, condemnation or deficiency of title shall be determined as follows:

Rental Payment Date	Option Purchase Price on Rental Payment Date through but excluding next Rental Payment Date*

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INDENTURE OF TRUST

Dated as of December 1, 2012

Between

[TRUSTEE**]**
As Trustee

and

CITY OF SEDALIA, MISSOURI

Related to

$7,465,000
CITY OF SEDALIA, MISSOURI
CERTIFICATES OF PARTICIPATION
SERIES 2012

consisting of the following two series:

$6,315,000 *
Certificates of Participation
(Bank Qualified)
Series 2012A

$1,150,000
Certificates of Participation
Series 2012B

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of December 1, 2012 (the "Indenture"), executed by [**TRUSTEE**], [**a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America**], and having a corporate trust office located in [**Kansas City, Missouri,**] as trustee (the "Trustee") and the **CITY OF SEDALIA, MISSOURI**, a third class city duly organized and existing under the laws of the State of Missouri (the "City");

WITNESSETH:

WHEREAS, the City has been granted an easement to construct, reconstruct, alter, replace, maintain, and operate a fire station and an entrance thereto (the "Easement") on the real estate described on **Schedule 1** hereto (the "Land") and the City and the Trustee have entered into a Ground Lease (the "Ground Lease"), pursuant to which the City, as lessor, has leased to the Trustee, as lessee, the City's interest in the Land for rent including the deposit of the funds specified therein to provide funds to pay the costs related to the financing of certain capital projects for the City (the "Project") and paying the costs related to the delivery of the Series 2012 Certificates; and

WHEREAS, the Trustee and the City have entered into a Lease Purchase Agreement (the "Lease"), to provide for the lease of the Land and the portion of the Project located thereon (together, the "Leased Property") from the Trustee back to the City on an annually renewable basis in consideration of Base Rentals (as defined herein) and upon the terms and conditions therein provided; and

WHEREAS, in order to provide funds to finance the costs related to the Project and to pay costs of issuance, the Trustee will, pursuant to this Indenture execute and deliver the City of Sedalia, Missouri Certificates of Participation (Bank Qualified), Series 2012A (the "Series 2012A Certificates") and the City of Sedalia, Missouri Certificates of Participation, Series 2012B (the "Series 2012B Certificates," together with the Series 2012A Certificates, the "Series 2012 Certificates") evidencing interests in the right of the Registered Owners thereof in Lease Revenues (as defined herein), including the right to receive a proportionate share of Base Rentals under the Lease; and

WHEREAS, the City is authorized under the provisions of the laws of the State of Missouri to provide funds for such purpose; and

WHEREAS, all things necessary for this Indenture to constitute a valid and legally binding pledge of the Trust Estate herein made for the security of the payment of the Certificates delivered hereunder have been done and performed, and the execution and delivery of this Indenture, subject to the terms hereof, have in all respects been duly authorized by the City and the Trustee;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City and the Trustee, in consideration of the premises, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the payment of the Certificates Outstanding under this Indenture from time to time according to their tenor and effect, do hereby transfer in trust, pledge and assign to the Trustee the property described below (said property being herein called the "Trust Estate") as security for the payment of the Certificates, to wit:

(a) All right, title and interest of the Trustee in, to and under (1) the Ground Lease; (2) the Lease, including the right to receive and collect Base Rentals and other payments, revenues and receipts derived by the Trustee under the Lease (except for the right of the Trustee to receive moneys for its own account under the Lease and any payments made by the Trustee to meet the rebate requirements of **Section 148(f)** of the Code); and (3) all financing statements or other instruments or documents evidencing, securing or otherwise relating to the Lease;

(b) All moneys and securities from time to time held by the Trustee under the terms of this Indenture, and any and all other personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as additional security hereunder to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof; and

(c) The Net Proceeds of insurance and condemnation awards, including payments pursuant to title insurance related to the Leased Property;

it being the intent and purpose hereof that said rights, powers, privileges, options and other benefits shall be effective and operative immediately and shall continue in full force and effect, and the Trustee shall have the right to collect and receive all Base Rentals and other sums payable under the Lease and other moneys receivable with respect to the Leased Property or to be collected for the Project, all for application in accordance with the provisions hereof at all times during the period from and after the date of this Indenture until the Certificates have been fully paid and discharged;

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged, or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, and for the equal and proportionate benefit, protection and security of all Registered Owners from time to time of the Certificates Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Certificates over any other of the Certificates except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the Principal Component and Interest Component of Base Rentals evidenced by the Certificates, plus prepayment premium, if any, are paid, at the times and in the manner specified in the Certificates and the Lease according to the true intent and meaning thereof, or if provision for the payment thereof is made (as provided in **Article VIII** hereof), and if all other sums of money due or to become due to the Trustee is paid to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect;

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THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by the City and the Trustee, that all Certificates secured hereunder are to be executed and delivered and that all of the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City and Trustee do hereby agree and covenant with the respective Owners from time to time 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:

"Additional Certificates" means any additional certificates of participation delivered pursuant to **Section 2.08** herein.

"Additional Project" means any capital improvements that are financed with the proceeds of Additional Certificates delivered pursuant to **Section 2.08** herein, for the use and benefit of the City.

"Arbitrage Investment Instructions" means the arbitrage investment and rebate instructions included in the City's Tax Compliance Agreement, as amended from time to time in accordance with the provisions thereof.

"Authorized City Representative" means the Mayor, City Administrator or City Clerk of the City, 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.

"Base Rentals" means the amount or amounts (comprising a Principal Component and an Interest Component) payable by the City pursuant to the Lease in consideration of the use and enjoyment of the Leased Property during the term of the Lease, on the dates and in the amounts as set forth in the Base Rental Payment Schedule specified in the Lease as Schedule I, as such Base Rental Payment Schedule may be revised as provided in the Lease and **Section 2.08** herein.

"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 payment office of the Trustee are 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 and any successor nominee of the Securities Depository with respect to the Certificates.

"Certificate Payment Fund" means the Certificate Payment Fund established pursuant to **Section 4.01** herein.

"Certificate Payments" means the payments to be made to the Owners of the Certificates, whether representing an Interest Component only or a Principal Component and Interest Component of Base Rentals under the Lease.

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"Certificates" means any certificates of participation executed and delivered pursuant to this Indenture to finance the Costs of the Project or any Additional Project.

"City" means the City of Sedalia, Missouri, a third class city and political subdivision existing under the laws of the State of Missouri.

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

"Completion Certificate" means the certificate provided to the Trustee pursuant to **Section 4.07** herein.

"Completion Date" means the date of completion of the Project as that date shall be certified as provided in **Section 4.07** herein.

"Construction Contracts" means the construction contracts which have been or will be entered into by the City and which will incorporate the Plans and Specifications.

"Construction Fund" means the Construction Fund established pursuant to **Section 4.01** herein.

"Costs of Delivery" 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 rating agency fees, insurance premiums, 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, costs of title insurance and all other initial fees and disbursements contemplated by the Lease and this Indenture.

"Costs of the Project" means all reasonable or necessary expenses related or incidental to the acquisition, construction, improvement, furnishing, equipping, installation and operation of the Project, including the expenses of surveys, legal and other special services and all other necessary and incidental expenses, including Costs of Delivery.

"Defeasance Obligations" means any of the following obligations:

(a) Cash.

(b) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – "SLGS").

(c) Direct obligations of the Treasury which have been stripped by the Treasury itself.

(d) The interest component of Resolution Funding Corporation (REFCORP) strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form.

(e) Pre-refunded municipal bonds, pre-refunded with cash, direct U.S. or U.S. guaranteed obligations.

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

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"Easement" means the easement to construct, reconstruct, alter, replace, maintain, and operate a fire station and an entrance thereto on the Land granted to the City by the State of Missouri.

"Event of Default" means an Event of Default as described in **Section 7.01** herein.

"Event of Lease Default" means an Event of Default under the Lease.

"Event of Nonappropriation" shall have the meaning set forth in the Lease.

"Fiscal Year" means the fiscal year of the City, currently the twelve-month period beginning on April 1 and ending on March 31.

"Funds" means, collectively, the Construction Fund, the Certificate Payment Fund, the Prepayment Fund and the Rebate Fund.

"Ground Lease" means the Ground Lease dated as of December 1, 2012 between the City, as lessor, and the Trustee, as lessee, and any amendments and supplements thereto.

"Indenture" means this Indenture of Trust dated as of December 1, 2012, as the same may from time to time be amended or supplemented in accordance with its terms.

"Initial Term" shall have the meaning specified in the Lease.

"Interest Component" means the portion of each Base Rental that represents the payment of interest as set forth in the Lease.

"Investment Securities" means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City's moneys held in the Funds referred to in **Section 4.01** hereof:

(a) United States 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 Farmers Home Administration;

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, 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 shall be either (1) continuously and fully

Council Agenda

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) money market mutual funds (1) that invest in Government Obligations or that are registered with the federal Securities and Exchange Commission (SEC), meeting the requirements of Rule 2a-7 under the Investment Company Act of 1940, and (2) that are rated in either of the two highest categories by a nationally recognized rating service; and

(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.

"Land" means the real estate described in **Schedule 1** hereto.

"Lease" means the Lease Purchase Agreement dated as of December 1, 2012 between the Trustee, as lessor, and the City, as lessee, and any amendments and supplements thereto.

"Lease Revenues" means the Base Rentals, Supplemental Rent and all other amounts due and owing pursuant to or with respect to the Lease, including prepayments, Net Proceeds and any and all interest, profits or other income derived from the investment thereof in any fund established pursuant to this Indenture.

"Leased Property" means the Land and the portion of the Project located thereon.

"Net Proceeds" means, when used with regard to any insurance or condemnation award with respect to the Leased Property, the gross proceeds from the insurance or condemnation award less the payment of all expenses (including attorneys' fees, Trustee's fees and any extraordinary expenses of the Trustee) incurred in the collection of such gross proceeds.

"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 Register.

"Opinion of Counsel" means a written opinion of counsel who is acceptable to the Trustee and may be an employee of or counsel to the Trustee.

"Option Purchase Price" means the price as specified in the Base Rental Payment Schedule in the Lease at which the City may elect to purchase from the Trustee the Trustee's interest in the Leased Property on the Optional Prepayment Date prior to the scheduled payment of all sums to be paid for the Trustee's interest in the Leased Property, as such Base Rental Payment Schedule may be revised hereafter in accordance with **Section 2.08** herein.

"Optional Prepayment Date" means any date on which Certificates may be prepaid pursuant to this Indenture and the Certificates.

"Outstanding" means, as of the date of determination, all Certificates theretofore executed and delivered pursuant to this Indenture except (i) Certificates theretofore cancelled 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 have been executed and delivered by the Trustee pursuant to this

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Indenture, (iii) Certificates whose payment or prepayment has been provided for in accordance with **Article VIII** herein, and (iv) Certificates paid or deemed to be paid pursuant to **Article VIII** herein.

"Owner" or **"Registered Owner"** means the registered owner of a Certificate as shown on the Register.

"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.

"Payment Date" means each date on which payment of the Principal or Interest Component of Base Rentals represented by the Certificates is due and payable to an Owner.

"Payments" means the total amount of the Base Rentals and the Supplemental Rent payable during the Initial Term and each Renewal Term of the Lease.

"Permitted Encumbrances" means, as of any particular time, (i) liens for taxes and assessments not then delinquent; (ii) the Ground Lease, the Lease, this Indenture and any financing statements naming the City as debtor and naming the Trustee as secured party now or hereafter filed to perfect the security interests granted by this Indenture, the Ground Lease or the Lease; (iii) utility, access and other easements and rights-of-way, restrictions, exceptions and encumbrances that will not materially interfere with or materially impair the use of the Leased Property for its intended purposes; (iv) those encumbrances shown as exceptions in the policy of title insurance delivered by the City in compliance with Section 15 of the Ground Lease; and (v) such defects, irregularities, encumbrances, easements, mechanics' liens, rights-of-way and clouds on title as normally exist with respect to property similar in character to the Leased Property and do not materially impair the property affected thereby for the purpose for which it was acquired or is held by the Trustee or the City.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the City from time to time prior to the Completion Date, the same being duly certified by an Authorized City Representative, which plans and specifications are on file with the City and shall be available for reasonable inspection by the Trustee and its duly appointed representatives.

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

"Prepayment Fund" means the Prepayment Fund established pursuant to **Section 4.01** herein.

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

"Principal Component" means the portion of each Base Rental that represents the payment of principal as set forth in the Lease.

"Project" means the improvements and property described in **Exhibit B** attached to the Lease.

"Purchaser" means Stifel, Nicolaus & Company, St. Louis, Missouri, the original purchaser of the Certificates.

"Record Date" means, with respect to any Payment Date, the fifteenth day (whether or not a Business Day) of the month preceding each Payment Date.

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"Register" means the books maintained by the Trustee for the registration, transfer and exchange of Certificates as described in **Section 2.06** herein.

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

"Renewal Term" shall have the meaning specified in the Lease.

"Replacement Certificates" means Certificates issued to the beneficial owners of the Certificates in accordance with **Section 2.09(b)** hereof.

"Series 2012 Certificates" means the Series 2012A Certificates and the Series 2012B Certificates.

"Series 2012A Certificates" means the City of Sedalia, Missouri Certificates of Participation (Bank Qualified), Series 2012A, executed and delivered pursuant to this Indenture.

"Series 2012B Certificates" means the City of Sedalia, Missouri Certificates of Participation, Series 2012B, executed and delivered pursuant to this Indenture.

"S&P" means Standard & Poor's Ratings Services, a corporation organized and existing under the laws of the State of New York, 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, "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.

"Special Counsel" means Gilmore & Bell, P.C. or any other attorney or firm of attorneys (which is mutually acceptable to the City and the Trustee) of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

"Supplemental Indenture" means any indenture supplemental or amendatory to this Indenture executed by the Trustee and the City pursuant to **Article VI**.

"**Supplemental Rent"** means the amount or amounts payable by the City pursuant to the Lease for other costs and expenses related to the Certificates.

"Tax Compliance Agreement" means the Tax Compliance Agreement for the Series 2012 Certificates, as from time to time amended in accordance with the provisions thereof.

"Term of the Lease" or **"Term of this Lease"** with respect to the possessory interest of the City means the Initial Term and any Renewal Terms as to which the City exercises its option to renew the Lease as provided in the Lease.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"Trustee" means [**TRUSTEE**], [**TRUSTEE'S ADDRESS**], and its successors.

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

"United States 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, which obligations are rated by a nationally recognized rating service in the same rating category as direct obligations of the United States of America and are held in a custodial or trust account for the benefit of the City.

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.

Section 1.04. Severability. If any provision of this Indenture is 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.

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Section 1.05. Date of Indenture. The dating of this Indenture is intended 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 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 of Missouri.

ARTICLE II

THE CERTIFICATES

Section 2.01. Preparation of Certificates. The Trustee is hereby authorized to prepare, execute and deliver the Certificates, upon the order of, and in the amount specified by, the City. The Trustee shall not at any time, except as provided in this Article, execute additional Certificates evidencing ownership interests in the right to receive Lease Revenues.

Section 2.02. General Provisions Concerning the Certificates.

(a) There shall be initially delivered and secured by this Indenture two series of Certificates in the aggregate principal amount of $7,465,000, one series to be known as "Certificates of Participation (Bank Qualified), Series 2012A," and one series to be known as "Certificates of Participation, Series 2012B," for the purpose of providing funds to pay or reimburse the City for the costs of the Project and to pay certain costs related to the authorization, execution and delivery of the Series 2012 Certificates. The Series 2012 Certificates shall be dated their date of delivery, shall become due on the dates, in the years and in the respective principal amounts (subject to prepayment as hereinafter provided in **Article III**), and shall bear interest at the respective rates per annum, as follows:

SERIES 2012A CERTIFICATES

Serial Certificates

Payment Date March 1	Principal Amount	Interest Rate

Term Certificates

Payment Date March 1	Principal Amount	Interest Rate

SERIES 2012B CERTIFICATES

Serial Certificates

Payment Date March 1	Principal Amount	Interest Rate

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(b) The Series 2012 Certificates shall bear interest at the rates aforesaid (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Payment Date to which interest has been paid or duly provided for, payable on March 1 and September 1 in each year, beginning on March 1, 2013.

(c) The Certificates shall be delivered in the form of fully registered Certificates without coupons in the denomination of $5,000 or any integral multiple thereof.

(d) The Trustee shall execute the Series 2012 Certificates in the manner set forth in **Section 2.03** hereof, but prior to or simultaneously with the delivery of the Series 2012 Certificates by the Trustee to the Purchaser thereof, there shall be filed with the Trustee the following:

(1) An original or certified copy of the Ordinance adopted by the governing body of the City authorizing the execution and delivery of the Ground Lease, the Lease and the Indenture;

(2) An original executed counterpart of this Indenture, the Ground Lease and the Lease;

(3) An ALTA owner's policy, or commitments therefor, in form and substance acceptable to the Purchaser;

(4) A request and authorization to the Trustee by the City to execute and authenticate the Series 2012 Certificates and to deliver said Series 2012 Certificates to or upon the order of the purchasers therein identified upon payment to the Trustee of the purchase price thereof. The Trustee shall be entitled to conclusively rely upon such request and authorization as to the names of the purchasers and the amount of such purchase price;

(5) An Opinion of Special Counsel to the effect that the Series 2012 Certificates represent valid and legally binding, undivided interests in the rights to receive Base Rentals from the City under the Lease, that the Interest Component of the Base Rentals with respect to the Series 2012 Certificates is excludable from gross income for federal and Missouri income tax purposes, that the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended, and that the Series 2012 Certificates are exempt from registration under the Securities Act of 1933, as amended; and

(6) Such other certificates, statements, receipts, opinions and documents as the Trustee or Special Counsel shall reasonably require for the delivery of the Series 2012 Certificates.

When the documents specified above shall have been filed with the Trustee, the Trustee shall execute and deliver the Series 2012 Certificates to or upon the order of the purchasers thereof, but only upon payment of the purchase price of the Series 2012 Certificates. The proceeds of the sale of the Series 2012 Certificates, including accrued interest and premium thereon, if any, shall be deposited and applied as provided herein.

(e) The Certificates and the form of assignment to appear thereon shall be in substantially the form set forth in **Exhibit A** attached hereto, with necessary or appropriate variations, omissions and insertions as permitted or required hereby.

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(f) The Certificates shall be fully registered Certificates without coupons transferable to subsequent owners only on the Register as hereinafter provided.

(g) The Certificates shall be consecutively numbered from 1 upward for each series.

(h) Each of the Certificates shall represent the Interest Component and Principal Component of the Base Rentals payable with respect thereto and shall be on a parity with the other Certificates as to the entire Trust Estate. The Principal Components of the Base Rentals represented by the Certificates shall be payable, subject to prior prepayment upon the terms and conditions hereinafter set forth. The Interest Component of the Base Rentals represented by each Certificate shall be computed on the Principal Component thereof on the basis of a 360-day year of twelve 30-day months.

(i) The Interest Component of the Base Rentals represented by each Certificate shall be payable from the date of the Certificate or from the most recent date to which such Interest Component has been paid.

(j) Payment of the Interest Component of the Base Rentals represented by any Certificates shall be made to the person appearing on the Register 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 Payment Date to such Owner's address as it appears on the Register on the Record Date. Upon the request and at the expense of any Owner of at least $500,000 in principal amount of the Certificates, payments of Interest Component on the Certificates shall be made by electronic transfer to the bank (which shall be in the continental United States) for credit to the ABA routing number and the account name and number designated to the Trustee by such Owner no later than ten days preceding the Record Date.

(k) The Principal Component of the Base Rentals 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 the payment office of the Trustee.

(l) Payment of Certificate 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 2.03. Execution of Certificates. The Certificates shall be executed by and in the name of the Trustee, as Trustee hereunder, by the manual signature of an authorized officer or signatory of the Trustee.

Section 2.04. Transfer of Certificates. Any Certificate may be transferred upon the Register, by the person in whose name it is registered, in person or by his duly authorized attorney, 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 shall also 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. In the event any Owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to 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 Owner hereunder or under the Certificates.

Section 2.05. Exchange of Certificates. Certificates may be exchanged at the payment office of the Trustee or such other office as the Trustee shall designate for a like aggregate principal amount of Certificates of the same payment date, interest rate and tenor.

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Section 2.06. Registration Books. The Registrar will keep or cause to be kept at its payment office or such other office as the Trustee shall designate sufficient books for the registration and transfer of the Certificates (the "Register"), which shall at all reasonable times be open to inspection by the Trustee and the City. 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 the Register, Certificates as hereinbefore provided.

The person in whose name any Certificate is registered on the Register shall be deemed the Owner thereof for all purposes hereof. Payment of or on account of the Interest Components and Principal Components of Base Rentals represented by such Certificate shall be made only to or upon the order in writing of the Owner on the Record Date for such payment, 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 2.07. Certificates Mutilated, Lost, Destroyed or Stolen. If any Certificate becomes mutilated, 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 in exchange and substitution for the mutilated Certificate (except that such number may be preceded by a distinguishing prefix), but only upon surrender to the Trustee of the mutilated Certificate. Every mutilated Certificate surrendered to the Trustee shall be canceled by it and destroyed. If any Certificate is 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 City and the Trustee satisfactory to the Trustee is 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. 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 Certificates 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 which has been mutilated, lost, destroyed or stolen and which has matured, the Trustee may make payment of such Certificate.

Section 2.08. Authorization of Additional Certificates.

(a) Additional Certificates may be delivered under and be equally and ratably secured by this Indenture on a parity with the Series 2012 Certificates and any other Additional Certificates Outstanding, at any time and from time to time while no Event of Default or Event of Nonappropriation has occurred and is continuing under this Indenture, upon compliance with the conditions hereinafter provided in this Section, for any one or more of the following purposes:

(1) To provide funds to complete the Project including without limitation costs related to the delivery of the Additional Certificates, interest during construction and any reasonable reserves;

(2) To provide funds for the purpose of refunding all or a 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, any reasonable reserves, and any expenses in connection with such refunding;

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(3) To provide funds to finance the costs of other projects for the City.

Additional Certificates may be delivered without the consent of the Registered Owners of the Certificates (a) to refund the Certificates of any series in a manner which provides present value debt service savings to the City or (b) for such additional purposes as the City may deem necessary so long as the total principal amount of all Certificates then Outstanding under this Indenture does not exceed $9,000,000. Any other Additional Certificates may be delivered with the prior written consent of the Registered Owners of a majority in aggregate principal amount of the Certificates.

(b) Before any Additional Certificates shall be delivered under the provisions of this Section, the City shall (1) authorize the delivery of such Additional Certificates, fixing the amount and terms thereof and describing the purpose or purposes for which such Additional Certificates are being delivered or describing the Certificates to be refunded, (2) authorize the City and the Trustee to execute a Supplemental Indenture for the purpose of delivering such Additional Certificates, and (3) authorize the City and the Trustee to enter into an amendment to the Lease with the City to provide for additional Base Rentals to finance the purchase, construction and installation of any Additional Project, for the inclusion of any such Additional Project as a part of the Leased Property, and for such other matters as are appropriate because of the delivery of the Additional Certificates proposed to be delivered which, in the judgment of the Trustee, do not materially and adversely affect the security of the Owners of the Certificates previously delivered.

(c) Each series of Additional Certificates shall be delivered pursuant to a supplement to this Indenture and shall be equally and ratably secured under this Indenture with the Certificates and any other series of Additional Certificates, without preference, priority or distinction of any Certificates over any other Certificates. Unless provided otherwise in a supplement to this Indenture, all such Additional Certificates shall be in substantially the same form as the Certificates, but shall be of such denomination or denominations, bear such date or dates, bear interest at such rate or rates, have such maturity date or dates, redemption dates and redemption premiums, contain an appropriate series designation, and be delivered at such prices as shall be designated in a supplement to this Indenture.

(d) The Trustee shall execute and deliver Additional Certificates substantially in the same form and manner set forth for the Certificates in this Article, but prior to or simultaneously with the execution and delivery of such Additional Certificates by the Trustee, there shall be filed with the Trustee the following:

(1) The written consent of the City to the delivery of Additional Certificates and delivery of a certified copy of the ordinance authorizing the delivery of such Additional Certificates described in (b) above.

(2) A certificate of the City, stating that as of the date of such delivery no event or condition has happened or existed and is continuing, or is happening or existing, which constitutes, or which, with notice or lapse of time or both, would constitute, an Event of Default under the Indenture or the Lease and there has not occurred an Event of Nonappropriation.

(3) An original executed counterpart of the Supplemental Indenture and the amendment to the Ground Lease, if necessary, and the Lease providing, among other things, for adjusting the Base Rentals payable by the City under **Section 3.01** of the Lease to include payment of the Interest Component and the Principal Component of the Base Rentals represented by such Additional Certificates and for adjusting the Option Purchase Price payable at the option of the City under the Lease.

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(4) An Opinion of Special Counsel to the effect that the Additional Certificates represent valid and legally binding proportionate interests in the rights to receive Base Rentals from the City under the Lease and that execution and delivery of such Additional Certificates will not adversely affect the federal tax status of any Certificates Outstanding, together with the opinion of Special Counsel required by **Section 6.05** hereof.

(5) In the case of Additional Certificates being delivered to refund Outstanding Certificates, such additional documents as shall be reasonably required by the Trustee to evidence that provision has been duly made in accordance with the provisions of **Article IX** herein for the payment of the Certificates to be refunded.

(6) Such other certificates, statements, receipts, opinions and documents as the Trustee shall reasonably require for the delivery of such Additional Certificates.

When the documents specified in this subsection have been filed with the Trustee, the Trustee shall execute and deliver such Additional Certificates to or upon the order of the purchasers thereof, but only upon payment of the purchase price of such Additional Certificates. The proceeds of the sale of such Additional Certificates, except Additional Certificates delivered to refund Outstanding Certificates, including accrued interest and premium thereon, if any, shall be deposited and applied as provided herein and in 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, after payment or making provision for payment of all expenses incident to such financing, to the credit of a special trust fund, appropriately designated, to be held in trust for the exclusive purpose of paying the Principal Components and Interest Components of Base Rentals represented by the Certificates to be refunded, as provided in **Article VIII** herein and in the Supplemental Indenture authorizing the delivery of such refunding Certificates.

Section 2.09. Book-Entry Certificates; Securities Depository.

(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 Trustee delivers Replacement Certificates as provided in subsection (b) hereof. 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 Components, premium, if any, and Interest Components with respect to the Certificates to the Participants until and unless the Trustee 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 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 Trustee 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 Trustee shall notify the Owners of such determination of such notice and of the availability of certificates to Owners requesting the same, and the Trustee shall register in the name of and authenticate and deliver Replacement Certificates to the beneficial

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owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; 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 Trustee, may select a successor securities depository in accordance with **Section 2.09(c)** to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository or its nominee is the registered owner of at least one Certificate. 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 Trustee, to the extent applicable with respect to such Replacement Certificates. If the Securities Depository resigns and the City, the Trustee or the Owners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 2.09(c)**, then the Trustee shall authenticate and cause delivery of Replacement Certificates to Owners, as provided herein. The Trustee may rely on information from the Securities Depository and its Participants as to the names, addresses and ownership interests of the beneficial owners of the Certificates. The cost of printing 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 2.10. 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 2.05**, shall be cancelled by the Trustee immediately upon the payment, prepayment or purchase of such Certificates and the surrender thereof to the Trustee.

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

ARTICLE III

PREPAYMENT

Section 3.01. General. The Certificates are subject to prepayment pursuant to this Article to the extent that prepayments of Base Rentals are required, allowed or provided for under the Lease.

Section 3.02. Prepayment Provisions.

Optional Prepayment. The Series 2012A Certificates are subject to prepayment on March 1, 20__ and thereafter in whole or in part at any time, at a Prepayment Price equal to 100% of the Principal Component of Base Rentals being prepaid, plus the Interest Component of Base Rentals accrued thereon to the Prepayment Date. The Series 2012B Certificates are not subject to prepayment prior to maturity.

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Mandatory Sinking Fund Prepayment. The Series 2012A Certificates or portions thereof bearing stated maturity dates of March 1, 20__ and 20__ (the "Term Certificates"), shall be subject to mandatory prepayment prior to their stated maturities at a prepayment price of 100% of the Principal Component so prepaid plus the Interest Component accrued thereon to the Prepayment Date, without premium, on March 1 in the years and in the following principal amounts:

March 1, 20__ Term Certificates

Maturity Date	Amount

March 1, 20__ Term Certificates

Maturity Date	Amount

*Final Maturity

The Trustee shall in each year in which such Certificates are to be prepaid pursuant to the terms of the foregoing paragraph make timely selection of such Certificates or portions thereof and shall give notice thereof as hereinafter provided without further instructions from the City.

If permitted by law, moneys deposited in the Certificate Payment Fund in excess of amounts necessary to pay amounts representing Principal and Interest Components with respect to the Certificates coming due on or prior to the next ensuing Certificate Payment Date may be used at any time to purchase Term Certificates in the open market, to the extent practical, at the written instruction of the City at a price not in excess of 100% of the Principal Component represented thereby and to pay the Interest Component accrued on such Term Certificates so purchased at the specified rate thereon to the date of purchase.

At its option, to be exercised on or before the 45th day next preceding any mandatory prepayment date, the City may (i) deliver to the Trustee for cancellation Term Certificates in any aggregate principal amount desired or (ii) receive a credit in respect to the mandatory prepayment obligation provided above for the respective Term Certificates of the same maturity which prior to such date shall have been purchased or prepaid (other than through the operation of such mandatory prepayment provisions as aforesaid) and canceled by the Trustee and not theretofore applied against such mandatory prepayment obligation. Each Term Certificate so delivered or previously purchased or prepaid as described in the immediately preceding sentence shall be credited at 100% of the principal amount thereof against the obligation to prepay Term Certificates of the same maturity on the next succeeding mandatory prepayment date pursuant to this subsection and any excess of such amount shall be credited on future mandatory prepayment obligations for Term Certificates pursuant to this subsection in chronological order. If the City intends to exercise the option granted by clauses (i) or (ii) above, the City shall, on or before the 45th day next preceding each mandatory prepayment date, furnish the Trustee a certificate signed by an Authorized City Representative indicating to what extent said provisions of clauses (i) and (ii) are to be applied in respect to such mandatory prepayment requirement and the Term Certificates to be cancelled.

Extraordinary Optional Prepayment in the Event of Damage, Destruction or Condemnation. The Series 2012 Certificates are subject to prepayment in whole or in part at any time, at a Prepayment Price

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equal to 100% of the Principal Component to be prepaid, together with the Interest Component accrued thereon to the date fixed for prepayment, but without premium, upon instructions from the City in the event that:

(1) title to, or the use for a limited period of, all or substantially all of the Leased Property is condemned by any authority having the power of eminent domain (other than the City);

(2) title to all or substantially all of the Leased Property is found to be deficient or nonexistent to the extent that the efficient utilization of the Leased Property by the City is impaired;

(3) all or substantially all of the Leased Property is damaged or destroyed by fire or other casualty; or

(4) as a result of changes in the constitution of the State, or of legislative or administrative action by the State or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, the Ground Lease, the Lease or the Indenture shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way, by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City with respect to the Ground Lease, the Lease or the Indenture.

Section 3.03. Selection of Certificates for Prepayment. If less than all of the Outstanding Certificates are called for prepayment, (1) Certificates shall be prepaid in such order of stated Payment Dates as shall be determined by the City, and (2) 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 shall determine in principal amounts of $5,000 or integral multiples thereof. In case of any optional prepayment, at the election of the City, the City shall, at least 45 days prior to the Optional Prepayment Date (unless a shorter notice shall be satisfactory to the Trustee), give written notice to the Trustee directing the Trustee to call Certificates for prepayment and give notice of prepayment and specifying the Prepayment Date, the principal amount and maturities of Certificates to be called for prepayment, the applicable Prepayment Price and the provision or provisions of this Indenture pursuant to which such Certificates are to be called for prepayment.

Section 3.04. Partial Prepayment of Certificates. 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 stated payment date, equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered. In the case of a partial prepayment of Certificates when Certificates of denominations greater than $5,000 are then Outstanding, then for all purposes in connection with such prepayment each $5,000 of face value shall be treated as though it were a separate Certificate of the denomination of $5,000. 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 Owner of such Certificate or his duly authorized agent shall forthwith present and surrender such Certificate to the Trustee (1) for payment of the price (including the premium, if any, and interest 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 Owner thereof, for a new Certificate or Certificates of the aggregate principal amount of the unpaid portion of the principal amount of such Certificate. If the Owner of any such Certificate of a denomination greater than $5,000 shall fail 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).

Section 3.05. Notice of Prepayment. Unless otherwise provided herein, notice of prepayment shall be given by the Trustee, by first class mail at least 30 days prior to the Prepayment Date, to the City

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and the Owner of each Certificate affected at the address shown on the Register on the date such notice is mailed. Each notice of prepayment shall state (i) the Prepayment Date, (ii) the place of prepayment, (iii) the Prepayment Price, (iv) if less than all the certificates within a stated payment date are to be prepaid, the numbers of the Certificates to be prepaid, and (v) that the proposed prepayment is conditioned upon there being on deposit in the applicable fund or account on the Prepayment Date sufficient money to pay the full Prepayment Price of the Certificates to be prepaid. Such notice shall also state that the Interest Component of the Base Rentals represented by the Certificates designated for prepayment shall cease to accrue from and after the Prepayment Date and that on said date the Prepayment Price will become due and payable on each of the prepaid Certificates.

The Trustee shall comply with any mandatory standards established by the Securities and Exchange Commission that are then in effect for processing redemptions of municipal securities. Failure to comply with such standards shall not affect or invalidate the prepayment of any Certificate.

So long as the Securities Depository is effecting book-entry transfers of the Certificates, the Trustee shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository will, 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 Trustee, 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 3.06. Effect of Prepayment. After funds sufficient for payment of the Prepayment Price have been deposited with the Trustee and notice of prepayment has been given as aforesaid, on the Prepayment Date designated in the notice, (1) the Certificates (or portions thereof) called for prepayment shall become due and payable at the Prepayment Price specified in the notice, (2) the Interest Component of Base Rentals represented by the Certificates called for prepayment shall cease to accrue, (3) the Certificates (or portions thereof) shall cease to be entitled to any benefit or security under this Indenture and (4) the Owners of such Certificates shall have no rights in respect thereof except to receive payment of the Prepayment Price.

All Certificates prepaid pursuant to the provisions of this Article shall be cancelled upon surrender thereof by the Trustee.

ARTICLE IV

DELIVERY OF CERTIFICATES; FUNDS; APPLICATION OF CERTIFICATE PROCEEDS AND OTHER MONEYS

Section 4.01. Establishment of Funds. There are hereby established with the Trustee the following funds:

(a) Construction Fund;
(b) Certificate Payment Fund;
(c) Prepayment Fund; and
(d) Rebate Fund.

All Funds identified above shall be held by the Trustee in trust and, except for the Rebate Fund, for the benefit of the Certificate Owners. The money in all of the Funds shall be applied as hereinafter provided. Separate subaccounts shall be established for each series of Certificates and as otherwise

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required by this Indenture; provided that only one set of subaccounts shall be established for the Series 2012 Certificates.

Section 4.02. Application of Certificate Proceeds.

The proceeds of the sale and delivery of the Series 2012 Certificates shall be deposited or applied as follows:

(a) To the Certificate Payment Fund, a sum equal to the accrued interest, if any, on the Series 2012 Certificates paid on the initial delivery date by the purchasers thereof.

(b) To the Construction Fund, the balance of the proceeds to be received from the sale of the Series 2012 Certificates.

Section 4.03. Application of Base Rentals. Base Rentals shall be deposited, as received, in the Certificate Payment Fund. The Trustee shall give to the City the notices of payment of Base Rentals contemplated by the Lease.

Section 4.04. Disbursements from the Construction Fund.

(a) The Trustee shall pay Costs of Delivery from the Construction Fund upon receipt of Disbursement Requests therefor signed by an Authorized City Representative, which Disbursement Requests shall contain the statements, representations and certifications and otherwise shall be substantially in the form attached hereto as **Exhibit B**.

Moneys in the Construction Fund shall also be used to pay for Costs of the Project. The Trustee shall disburse moneys from the Construction Fund on or before the fifth Business Day following the submission to the Trustee of Disbursement Requests therefor that meet the requirements of the next sentence. Each Disbursement Request shall be signed by an Authorized City Representative, and shall contain the statements, representations and certifications and otherwise shall be substantially in the form attached hereto as **Exhibit B** and shall have attached thereto the items described in said form.

The Trustee shall maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and shall file monthly statements of activity regarding the Construction Fund with the City. The Trustee may rely conclusively on any Disbursement Request relating to the Construction Fund and shall not be required to make any independent inspection or investigation in connection therewith. The approval of each Disbursement Request by an Authorized City Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Construction Fund have been completed.

(b) The Completion Date of the Project and the payment of all Costs of the Project (other than Costs of the Project for which sufficient amounts are retained in the Construction Fund) shall be evidenced by the filing with the Trustee of the items specified in **Section 4.07** herein. As soon as practicable after the Completion Date, any balance remaining in the Construction Fund (other than any amounts specified in the Completion Certificate to be retained therein to pay remaining Costs of the Project) shall be transferred without further authorization to the Certificate Payment Fund to be used as described in **Section 4.05** herein.

(c) In the event of acceleration of all the Certificates pursuant to **Section 7.02** herein, any moneys then remaining in the Construction Fund shall, after the payment of amounts due under paragraph (a) of this Section, be transferred to the Certificate Payment Fund. Upon the occurrence and continuance of an Event of Default or an event which with notice or lapse of time would constitute an Event of Default,

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amounts on deposit in the Construction Fund shall not be disbursed, but shall instead be applied to the payment of debt service or redemption price of the Certificates.

Section 4.05. Application of Moneys in the Certificate Payment Fund. Except as otherwise provided herein, all amounts in the Certificate Payment Fund shall be used and withdrawn by the Trustee solely to pay the Interest Components of Base Rentals represented by the Certificates when due and payable (including accrued interest with respect to any Certificates prepaid prior to the stated payment date thereon pursuant to **Section 3.02** herein) and to pay the Principal Components of Base Rentals represented by Certificates (including any prepayments pursuant to **Section 3.02** herein).

Section 4.06. [Reserved].

Section 4.07. Completion Date; Excess Funds. The Completion Date shall be evidenced by delivery to the Trustee of a certificate signed by an Authorized City Representative (the **"Completion Certificate"**) stating (i) the date on which the Project was substantially completed, (ii) that, except for Costs of the Project described in accordance with clause (iii), all Costs of the Project have been paid, and (iii) the amounts, if any, to be retained in the Construction Fund for the payment of Costs of the Project, if any, not yet due or Costs of the Project liability for which 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 Construction Fund (other than amounts to be retained in the Construction Fund to pay any remaining Costs of the Project) shall be transferred to the Certificate Payment Fund.

Section 4.08. Prepayment Fund. All monies to be used for the prepayment of Certificates shall be deposited in the Prepayment Fund. Said monies shall be set aside in the Prepayment Fund solely for the purpose of prepaying the Principal Component and Interest Component of Base Rentals represented by the Certificates, together with premium, if any, with respect thereto, in advance of the stated payment dates of the Certificates and shall be applied on or after the Optional Prepayment Date or other date designated for prepayment of the Certificates upon presentation and surrender of such Certificates and the payment of the Prepayment Price. The City shall have no legal or equitable interest in any of the monies in the Prepayment Fund and such monies shall only be used as set forth in this Section.

Section 4.09. Insurance. All Net Proceeds (including any monies derived from any self-insurance program) from policies of insurance required by the Lease or condemnation awards which are received by the Trustee shall be deposited into a separate subaccount in the Construction Fund. The Authorized City Representative shall file a certificate with the Trustee, within ninety (90) days after the occurrence of the event giving rise to such Net Proceeds, directing the application and disbursement of such funds as follows:

(a) to the prompt repair, replacement, restoration, modification or improvement of the damaged or destroyed portion of the Leased Property if such certificate states that such Net Proceeds, together with any other funds lawfully available to the City for such purpose, are sufficient to pay in full the costs of such repair, replacement, restoration, modification or improvement, and the Trustee is hereby authorized to disburse monies from the Construction Fund as so directed by the Authorized City Representative upon receipt of evidence satisfactory to the Trustee of the application of such funds for such purpose; or

(b) for transfer to the Prepayment Fund to the prepayment of the Certificates, and the Trustee is hereby authorized to withdraw monies from the Construction Fund and deposit them

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into the Prepayment Fund to be applied to such prepayment as directed by the City, in accordance with the Lease.

Section 4.10. Repayment to the City from the Funds. After payment in full of all Payments or the earlier purchase of the Trustee's interest in the Leased Property pursuant to the Lease, all amounts remaining in the Funds shall be paid to the City.

Section 4.11. Payments Due on Days Other than Business Days. In any case where the date of maturity of Principal Components of, prepayment premium, if any, or Interest Components of Base Rentals represented by the Certificates or the date fixed for prepayment of any Certificates shall be a day other than a Business Day, then payment on the Certificates need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for prepayment, and no interest shall accrue for the period after such date.

Section 4.12. Nonpresentment of Certificates. In the event that any Certificate shall not be presented for payment when the payment becomes 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 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 fund or funds, without liability for interest thereon, for the benefit of the Owner of such Certificate, who shall thereafter be restricted exclusively to such fund or 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, the Trustee shall repay to the City without liability for interest thereon 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.

Section 4.13. Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Arbitrage Investment Instructions. Subject to the payment provisions provided in subsection (b) below, all amounts on deposit at any time in the Rebate Fund shall be held by the Trustee in trust to the extent required to pay arbitrage rebate to the United States of America, and the City and the Owner of any Certificates shall not have any rights in or claim to such money. All amounts held in the Rebate Fund shall be governed by this Section and by the Arbitrage Investment Instructions.

(b) Pursuant to the Arbitrage Investment Instructions, the Trustee shall remit all required rebate installments and a final rebate payment to the United States. The Trustee shall have no obligation to pay any amounts required to be rebated pursuant to this Section and the Arbitrage Investment Instructions, 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 prepayment of all of the Certificates and payment and satisfaction of any arbitrage rebate shall be withdrawn and paid to the City.

(c) Notwithstanding any other provision of this Indenture, the obligation to pay rebate to the United States and to comply with all other requirements of this Section and the Arbitrage Investment Instructions shall survive the defeasance or payment in full of the Certificates until all rebate shall have been paid.

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ARTICLE V

DEPOSITARIES OF MONEYS; SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 5.01. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the various Funds under this Indenture shall be held by the Trustee in trust and shall be applied only in accordance with this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate (except the Rebate Fund) and be subject to the lien hereof. The Trustee shall not be under any liability for interest on any moneys received hereunder except as provided herein.

Section 5.02. Investment of Moneys in Various Funds. Moneys held in the various Funds shall be invested and reinvested by the Trustee, pursuant to written direction of the City, signed by an Authorized City Representative, in Investment Securities which mature or are subject to redemption by the holder prior to the date such funds will be needed. In the absence of such instructions, then the Trustee is authorized to invest such moneys in Investment Securities described in subparagraph (d) of the definition thereof. 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 Investment Securities held by the Trustee in any Fund hereunder whenever the cash balance in such Fund is insufficient for the purpose of the Fund. All 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. The interest accruing thereon and any profit realized from such Investment Securities shall be credited to such Fund, and any loss resulting from such Investment Securities shall be charged to such Fund.

The Trustee may make any and all investments permitted by this Section through its own bond department or short-term investment department.

ARTICLE VI

AMENDMENT OF THE INDENTURE THE LEASE OR THE GROUND LEASE

Section 6.01. Amendments Permitted.

(a) In addition to amendments permitted by subparagraph (b) below, this Indenture, the Lease and the Ground Lease 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 with the written consent of the Trustee (which shall not unreasonably be withheld), the City (if not a party hereto or thereto), and the Owners of a majority in aggregate principal amount of the Certificates then Outstanding have been filed with the Trustee. No such modification or amendment shall (i) extend the stated payment date 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, or (ii) reduce the percentage of Certificates the consent of the Owners of which is required to effect any such modification or amendment or permit the creation of any lien on the Trust Estate or deprive the Owners of the trust created by this Indenture with respect to the Trust Estate (except as expressly provided in this Indenture) without the consent of the Owners of all of the Certificates then Outstanding. Promptly after the execution by the

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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 Register. Any failure to give such notice, or any defect therein, shall not in any way impair or affect the validity of any such amendment.

(b) Notwithstanding subsection (a), this Indenture, the Lease or the Ground Lease may also be modified or amended without the consent of or notice to any Certificate Owners, but with the written consent of the City, but 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 City in the Lease or the Ground Lease, other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Certificates (or any portion thereof); provided, however, that no such covenant, agreement, pledge or assignment shall, in the sole judgment of the Trustee, materially and adversely affect the security for the Owners of the Certificates;

(ii) 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, the Ground Lease or the Lease, or in regard to matters or questions arising under this Indenture, the Ground Lease or the Lease not inconsistent with said agreements, or as may be requested by the City or the Trustee, and which shall not, in the sole judgment of the Trustee, materially and adversely affect the security for the Owners of the Certificates;

(iii) 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, in the sole judgment of the Trustee, materially and adversely affect the security for the Owners of the Certificates;

(iv) to deliver Additional Certificates as permitted in this Indenture;

(v) to provide for any additional procedures, covenants or agreements necessary to maintain the exclusion of the Interest Component of Base Rentals from gross income for purposes of federal and Missouri income taxation with respect to any tax-exempt Certificates Outstanding; or

(vi) to make any other change which does not, in the sole judgment of the Trustee, materially and adversely affect the security for the owners of the Certificates then Outstanding.

Section 6.02. Effect of Amendments. Upon the execution of any amendments hereto, pursuant to this Article, 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 6.03. Endorsement of Certificates; Preparation of New Certificates. Certificates delivered after the execution of any amendment pursuant to this Article may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the Trustee as to any modification or amendment provided for in such amendment. In that case, upon demand of the Owner of any Certificate Outstanding at the time of such execution and presentation of his Certificate for such

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purpose at the payment office of the Trustee or such other office as the Trustee shall designate, 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 or such other office as the Trustee shall designate, 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 payment date, interest rate and tenor.

Section 6.04. 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 6.05. Opinions Regarding Amendment or Modification. Anything to the contrary in this **Article VI** notwithstanding, before the Trustee or the City consent to any modification or amendment of this Indenture, the Lease or the Ground 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 exclusion from gross income for purposes of federal and Missouri income taxation of the Interest Component of the Base Rentals represented by any tax-exempt Certificates then 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.

ARTICLE VII

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND OWNERS OF CERTIFICATES

Section 7.01. Defaults. The occurrence of any of the following events, subject to the provisions of **Section 7.09**, is hereby defined as an "Event of Default":

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

(b) Default in the due and punctual payment of the Principal Component of Base Rentals 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) Any Event of Lease Default; or

(d) Default in the terms, conditions or covenants of this Indenture.

Section 7.02. Acceleration. Upon the occurrence of an Event of Default or an Event of Nonappropriation, (1) the Trustee may and (2) the Trustee shall, at the written direction of the Registered Owners of not less than 25% in aggregate principal amount of Certificates then Outstanding, by notice in

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writing delivered to the City, declare the Principal Component of Base Rentals payable during the then-current Initial Term or Renewal Term of the Lease and the Interest Component accrued thereon to the date of such acceleration immediately due and payable.

Section 7.03. Other Remedies Upon an Event of Default or Event of Nonappropriation. Upon the occurrence of an Event of Default or an Event of Nonappropriation, (1) the Trustee may, and (2) the Trustee shall upon the written request of the Registered Owners of not less than 25% in aggregate principal amount of the Certificates then Outstanding, exercise any remedies available hereunder, under the Lease or under the Ground Lease and, to the extent consistent therewith, may sell or otherwise dispose of the portion of the Project located on the Land, lease or manage any portion of the Leased Property or sell the Trustee's interest in the Leased Property (provided that the use of the Land must at all times be consistent with the terms of the Easement), and apply the net proceeds thereof in accordance with **Section 7.05** herein and, whether or not it has done so, may pursue any other remedy available to it under the Lease, this Indenture, the Ground Lease or at law or in equity against the Trust Estate or the Leased Property.

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. Each remedy 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 as often as may be deemed expedient.

No waiver of any default hereunder shall extend to or shall affect any subsequent default or shall impair any rights or remedies consequent thereon.

Section 7.04. Rights of Certificate Owners. Anything in this Indenture to the contrary notwithstanding, the Registered Owners of not less than a majority in aggregate Principal Components with respect to the Certificates then Outstanding shall have the right at any time, upon an Event of Default or an Event of Nonappropriation, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions 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 to the extent not inconsistent with this Section.

Section 7.05. 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 and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, be deposited into the Certificate Payment Fund. All moneys in the Funds held under this Indenture (other than the Rebate Fund) shall be applied as follows:

(a) Unless the Principal Components of Base Rentals represented by all the Certificates have become or have been declared due and payable, all moneys shall be applied:

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

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SECOND - To the payment to the persons entitled thereto of the unpaid Principal Components of Base Rentals represented by any Certificates that have become due (other than Principal Components of Base Rentals represented by Certificates with respect to the payment of which moneys are held pursuant to the 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 is not sufficient to pay in full the Principal Components of Base Rentals 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.

(b) If the Principal Components of Base Rentals represented by all Certificates have become due or have been declared due and payable, all such moneys shall be applied to the payment of the Principal Components and the Interest Components of the Base Rentals 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.

(c) If the Principal Components of the Base Rentals represented by all Certificates have been declared due and payable and if such declaration thereafter has 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 Components of Base Rentals represented by all the Certificates later become due or are 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 provisions 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 moneys available for the application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee applies such funds, it shall fix the date (which shall be a Payment Date unless it deems another date more suitable) upon which such application is to be made and upon such date interest on the Principal Components to be paid on such date 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 is presented to the Trustee for appropriate endorsement or for cancellation if paid in full.

Whenever the Principal Component and the Interest Component of all Base Rentals represented by 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 Funds shall be paid to the City.

Section 7.06. 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. 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.

Section 7.07. 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 Ground Lease, the Lease or this Indenture for the execution of any trust thereof, for the appointment of a

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receiver or to enforce any other remedy thereunder or hereunder, unless (a) an Event of Default or an Event of Nonappropriation has occurred; (b) the Owners of not less than a majority in aggregate principal amount of Certificates Outstanding have made written request to the Trustee and have offered the Trustee 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 thereafter fails or refuses to exercise the powers hereinbefore granted or to institute such action, suit or proceedings in its name. Such occurrence, 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. 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 the Base Rentals represented by any Certificate at and after the stated payment date or earlier mandatory prepayment thereof.

Section 7.08. Termination of Proceedings. If the Trustee has proceeded to enforce any right or remedy under the Ground Lease, the Lease or this Indenture by the appointment of a receiver, by entry or otherwise and such proceedings have been discontinued or abandoned for any reason or have been determined adversely, then the City, the Certificate 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 and shall continue as if no such proceeding had been taken.

Section 7.09. Waivers of Defaults. The Trustee may waive any Event of Default or any Event of Nonappropriation hereunder and its consequences and rescind any declaration of maturity of Base Rentals and Supplemental Rent, and shall do so upon the written request of the Owners of at least a majority in aggregate principal amount of all Certificates then Outstanding; provided, however, that there shall not be waived (i) any Event of Default respecting the payment of the Principal Component of Base Rentals represented by any Certificate at its stated payment date, or (ii) any Event of Default respecting the payment of the Interest Component of Base Rentals 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 have been paid or provided for and, if any such waiver, rescission or proceeding(s) taken by the Trustee on account of any such default have been discontinued or abandoned or determined adversely, then 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 7.10. Notices of Defaults. If a default occurs of which the Trustee is required to take notice or if notice of default is given as provided in **Section 9.01(f)** herein, the Trustee shall give written notice thereof immediately, if a payment default, or within 30 days of the Trustee's knowledge thereof for any other default, by first class mail, postage prepaid, to the Owners of all Certificates then Outstanding at their respective addresses appearing on the Register (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 Base Rentals 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"** also means any event that is an "Event of Default" as defined in **Section 7.01**.

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ARTICLE VIII

DEFEASANCE

Section 8.01. Discharge of Indenture.

(a) When (i) all the Certificates have been paid or are deemed to be paid pursuant to **Section 8.02**, (ii) the City has delivered to the Trustee an Opinion of Counsel to the effect that the conditions for discharge contained herein and in **Section 8.02** have been satisfied, and (iii) provision satisfactory to the Trustee has been made to pay the fees, compensation and expenses of the Trustee, 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 Defeasance Obligations to the payment of the Certificates as herein set forth; provided, however, that all provisions hereof relating to compensation or indemnification of the Trustee shall survive the discharge of this Indenture.

(b) After all amounts owing to the Certificate Owners have been paid hereunder and under the Lease, the Trustee shall turn over to the City any surplus in the Funds other than moneys and Defeasance Obligations held for the payment of the Certificates at maturity or on prepayment, which moneys and Defeasance 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 Base Rentals represented by the Certificates. After such payment, this Indenture shall become void.

Section 8.02. Certificates Deemed to be Paid.

(a) Any Certificate shall be deemed to be paid when (a) payment of the Principal Component of Base Rentals evidenced by such Certificate and premium, if any, thereon and the Interest Component of Base Rentals payable with respect thereto whether such payment is by reason of the stated payment date or upon prepayment as provided herein (or, if an Event of Nonappropriation has occurred, payment of an amount equal to the principal sum stated thereon plus interest on said principal sum at the rate stated therein to the date of payment) either (i) has been made in accordance with the terms thereof (determined assuming the City has appropriated funds to pay all Base Rentals through the final Renewal Term of the Lease), or (ii) has been provided by irrevocably depositing, in trust and irrevocably set aside exclusively for such payment, (1) cash sufficient to make such payment and/or (2) Defeasance Obligations, maturing as to principal and interest in such amounts and at such time as will insure the availability of sufficient moneys to make such payment, and (b) 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. At such times as a Certificate is deemed to be paid hereunder, such Certificate shall no longer be secured by or entitled to the security of this Indenture, except for the purposes of any such payment from such moneys or Defeasance Obligations.

(b) Notwithstanding the foregoing, in the case of Certificates that are to be prepaid, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed a payment of such Certificates as aforesaid until (a) proper notice of prepayment of such Certificates has been given in accordance with **Section 3.05** herein, or (b) until irrevocable instructions have been given to the Trustee to give such notice. Thereafter, if moneys or Government Obligations are deposited with and held by the Trustee as hereinabove provided, the Trustee shall within 30 days after such Defeasance Obligations have been deposited with it, give Notice by Mail to the Owners setting forth (i) the stated payment date or

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Prepayment Date, as the case may be, of the Certificates, (ii) a description of the Defeasance Obligations, if any, held by it, and (iii) that this Indenture has been released in accordance with the provisions of this Section.

(c) In the event of an advance refunding, the City shall cause to be delivered to the Trustee a verification report of an independent certified public accountant verifying the sufficiency of the amounts on deposit to provide for payment in full of the Certificates as provided herein and an Opinion of Special Counsel addressed and delivered to the Trustee to the effect that so providing for the payment of such Certificates will not adversely affect the exclusion from gross income for purposes of federal and Missouri income taxation of the Interest Component of the Base Rentals represented by any tax-exempt Certificates then Outstanding.

ARTICLE IX

THE TRUSTEE

Section 9.01. 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 that may have occurred, perform only such duties as are specifically set forth in this Indenture. The Trustee shall have no implied duties. The permissive right or power to take any action shall not be construed as a duty to take action under any circumstances, and the Trustee shall 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 Indenture, 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 shall not be obligated to risk its own funds in the administration of the Trust Estate and shall have a lien against the Trust Estate for its reasonable costs, fees, expenses and advancements. 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 filing 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.

(d) Unless specifically required by this Indenture, the Trustee shall 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 shall not be required to take notice or be deemed to have notice of any default, Event of Default or other fact or event under this Indenture other than the City's failure to pay Base Rentals required by the Lease, unless the Trustee is specifically notified in writing of the default,

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Event of Default, fact or event by the City, or the Owners of not less than 25% of the unpaid Principal Component of Base Rentals 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 shall 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 shall 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 and the Ground Lease, but its duties shall be solely as set out in this Indenture.

(i) The City may remove the Trustee at any time unless an Event of Default or Event of Nonappropriation has occurred and is then continuing. The City shall give the Owners written notice of any such removal. The Trustee may be removed if at any time requested to do so by a Directive of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding if at any time the Trustee ceases to be eligible in accordance with subsection (l) of this Section, or becomes incapable of acting, or is adjudged as bankrupt or insolvent, or a receiver of the Trustee or its property is appointed, or any public officer takes control or charge of the property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee. Thereupon the City shall appoint a successor Trustee by an instrument in writing and shall notify the Owners of such appointment.

(j) The Trustee may at any time resign by giving written notice of such resignation to the City and the Certificate Owners. Upon receiving such notice of resignation, the City shall promptly appoint a successor Trustee by an instrument in writing.

(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 has been appointed and has 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 all other Certificate Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may, after such notice (if any) as it may deem proper, appoint a successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of the appointment by executing and delivering to the City and to its predecessor Trustee a written acceptance thereof. Thereupon, the 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 the predecessor Trustee, with like effect as if originally named Trustee herein. Nevertheless, at the request of the City or the successor Trustee, the predecessor Trustee shall execute and deliver 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 the successor Trustee all the right, title and interest of the 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 predecessor or successor Trustee, the City shall execute and deliver all instruments as may be reasonably required for more fully and certainly vesting in and confirming to the 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, the successor Trustee shall give Notice by Mail to the Owners of its acceptance.

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(l) Any Trustee appointed under 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 authorized to do business and exercise trust powers in the State, having a combined capital and surplus of at least fifty million dollars ($50,000,000), and shall be 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. If at any time the Trustee ceases to be eligible in accordance with the provisions of this subsection (l), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

(m) Notwithstanding anything elsewhere in this Indenture contained, before taking any action under this Indenture, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all reasonable costs 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.

(n) 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 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.

(o) 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.

(p) 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.

(q) 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 5.02**.

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

(s) Any action taken by the Trustee pursuant to and in accordance with this Indenture upon the request or 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.

(t) 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

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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.

Section 9.02. 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 is a party or any entity to which the Trustee may sell or transfer all or substantially all of its corporate trust business, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, provided such company shall be eligible under **Section 9.01** herein to 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 9.03. Liability of Trustee. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. 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 represents the Owners of a majority in principal amount of the Certificates then Outstanding.

Section 9.04. Right of Trustee to Rely on Documents. The Trustee shall be protected in acting upon any notice, ordinance, request, consent, order, certificate, report, opinion, Certificate or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, omitted or suffered by the Trustee hereunder in good faith and in accordance therewith.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee deems 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 is 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 or suffered in good faith under the provisions of this Indenture in reliance upon such statement. 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 9.05. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession 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 9.06. 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 agreed to by the City and the Trustee (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee or 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. Compensation under this Section (except that the initial fee is to be included in Costs of Delivery) 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, the Ground Lease

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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 X

MISCELLANEOUS

Section 10.01. Waiver of Personal Liability. All obligations or liabilities under this Indenture on the part of the Trustee are in its capacity hereunder as a corporate trustee of the Trust Estate. To the extent permitted by law, the City hereby releases each and every director, officer, agent or employee of the Trustee from any personal or individual liability under this Indenture. No director, officer, agent or employee of the Trustee shall at any time or under any circumstances be individually or personally liable under this Indenture for anything done or omitted to be done by the Trustee hereunder.

All obligations or liabilities under this Indenture on the part of the City are solely corporate liabilities of the City as a political subdivision. To the extent permitted by law, the Trustee hereby releases each and every official, member, employee or agent of the City from any personal or individual liability under this Indenture. No official, member, employee or agent of the City shall at any time or under any circumstances be individually or personally liable under this Indenture for anything done or omitted to be done by the City hereunder.

Section 10.02. Indenture Binding Upon Parties and Successors. This Indenture shall inure to the benefit of and shall be binding upon the Trustee and the City and their respective successors and assigns, subject to the limitations contained herein.

Section 10.03. Survival of Provisions. The obligations of the City 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 10.04. 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 is mailed by registered or certified mail with postage prepaid (except as indicated in (a) below) addressed as follows provided that any of the foregoing given to the Trustee shall be effective only upon receipt:

(a) To the Owners of the Certificates if the same is 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.

(b) If to the City:

City of Sedalia, Missouri
200 South Osage
Sedalia, MO 65301
Attn: City Administrator

(c) If to the Trustee:

[**TRUSTEE**]
[**TRUSTEE'S ADDRESS**]

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A duplicate copy of each notice, certificate or other communication given hereunder to any of the parties mentioned in this Section shall be given to all other parties mentioned in the 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 10.05. Electronic Transmission. The Trustee and the City agree that the transactions described herein may be conducted and related documents may be 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.

[remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the Trustee has caused this Indenture to be signed in its name and behalf and its official seal to be hereunto affixed and attested by its duly authorized officers, all as of the date first above written.

[TRUSTEE**],**
as Trustee

(Seal)

By: _____
Name:
Title:

ATTEST:

_____
Name:
Title:

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THE TERMS AND PROVISIONS OF THIS INDENTURE ARE HEREBY CONSENTED AND AGREED TO AND THE CITY OF SEDALIA, MISSOURI HEREBY ACCEPTS ALL OBLIGATIONS IMPOSED UPON IT UNDER THIS INDENTURE, ALL AS OF DECEMBER 1, 2012.

CITY OF SEDALIA, MISSOURI

By:_____
Mayor

(Seal)

ATTEST:

_____
City Clerk

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SCHEDULE 1

LEGAL DESCRIPTION OF THE LAND

The following real estate located in the County of PETTIS, State of MISSOURI and described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI; THENCE N 86E29'52"W ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 939 FEET TO THE POINT OF BEGINNING OF THE PARCEL CONVEYED TO THE STATE OF MISSOURI IN VOLUME 289 AT PAGE 242 IN THE PETTIS COUNTY RECORDERS OFFICE, AND AS SHOWN ON A SURVEY IN PLAT CABINET B AT PAGE 775 TO THE POINT OF BEGINNING; THENCE CONTINUING N 86E29'52"W ALONG SAID SOUTH LINE, 323 FEET TO THE EASTERLY RIGHT OF WAY OF THE MISSOURI PACIFIC RAILROAD COMPANY DESCRIBED IN VOLUME 140 AT PAGE 298, AND AS SHOWN ON SAID SURVEY IN PLAT CABINET B AT PAGE 775; THENCE N 2E24'46"E ALONG SAID RIGHT OF WAY, 387.32 FEET; THENCE S 87E36'42"E, 323 FEET TO THE EAST LINE OF SAID PROPERTY DESCRIBED IN VOLUME 289 AT PAGE 242; THENCE S 2E24'41"W ALONG SAID EAST LINE, 393.60 FEET TO THE POINT OF BEGINNING, CONTAINING 2.9 ACRES, MORE OR LESS, RESERVING TO THE STATE OF MISSOURI INGRESS AND EGRESS TO THE NORTH 2.1 ACRES MORE OR LESS OF THE PARCEL DESCRIBED IN VOLUME 289 AT PAGE 242. EXCEPTING THEREFROM THE RIGHT OF WAY FOR HIGHWAY Y AS SHOWN ON SAID SURVEY IN PLAT CABINET B AT PAGE 775, AND THE MISSOURI DEPARTMENT OF TRANSPORTATIONS PLANS FOR STATE HIGHWAY Y.

* * *

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EXHIBIT A

(FORM OF CERTIFICATE OF PARTICIPATION)

UNITED STATES OF AMERICA
STATE OF MISSOURI

NUMBER_____ **$_____**

CITY OF SEDALIA, MISSOURI
CERTIFICATE OF PARTICIPATION
(BANK QUALIFIED)
SERIES 2012[A][B]

Interest Rate	Stated Payment Date	Certificate Date	CUSIP

Registered Owner: **CEDE & CO.**

Principal Sum: _____ **DOLLARS**

THIS IS TO CERTIFY that the Registered Owner identified above of this Certificate of Participation (the "Certificate") is the owner of the proportionate interest hereinafter stated in a Lease Purchase Agreement dated as of December 1, 2012 (the "Lease"), between [**TRUSTEE**], [**Kansas City, Missouri, a national banking association,**] as lessor (the "Trustee"), and the City of Sedalia, Missouri, as lessee (the "City"), including payments of Base Rentals to be made thereunder (the "Base Rentals"). The City is authorized to enter into the Lease pursuant to applicable laws, including the Constitution and statutes of the State of Missouri. This Certificate is secured by a pledge of the Base Rentals pursuant to an Indenture of Trust dated as of December 1, 2012 (the "Indenture"), by the Trustee.

THE REGISTERED OWNER of this Certificate is entitled to receive, subject to the terms of the Lease and the Indenture, on the Stated Payment Date specified above, or if selected for prepayment, on the prepayment date, the Principal Sum specified above, representing a portion of the Base Rentals designated as principal coming due on the Stated Payment Date, and to receive from the Certificate Date shown above or from the most recent date to which the same has been paid, the Registered Owner's proportionate share of Base Rentals designated as interest semi-annually thereafter on March 1 and September 1 of each year beginning March 1, 2013 (each a "Payment Date") to and including the Stated Payment Date or the prepayment date, whichever is earlier. The proportionate share of the Base Rentals designated as interest is computed on the Principal Sum specified above 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 at the payment office of the Trustee or such other office as the Trustee shall designate upon the presentation and surrender of this Certificate. 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 month preceding each Payment Date, (a) by check or draft mailed to the Registered Owner at his

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address as it appears in the register, or (b) in the case of an interest payment to any Registered Owner of $500,000 or more in aggregate principal amount of Certificates, by electronic transfer to such Registered Owner upon written notice given to the Trustee by such Owner, not less than ten days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account name and number to which such Registered Owner wishes to have such transfer directed.

NEITHER THE BASE RENTALS NOR ANY OTHER AMOUNTS DUE UNDER THE LEASE CONSTITUTE A DEBT, A GENERAL OBLIGATION OR A LIABILITY OF THE LESSEE WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE LESSEE IS PLEDGED TO THE PAYMENT OF THE BASE RENTALS 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 LESSEE FOR THE PAYMENT OF THE PRINCIPAL COMPONENT AND INTEREST COMPONENT OF BASE RENTALS UNDER THE LEASE REPRESENTED BY THIS CERTIFICATE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE LEASE.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS CERTIFICATE SET FORTH ON THE REVERSE HEREOF. SUCH PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

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 LESSEE 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.

[TRUSTEE**],**
not in its individual capacity but solely as
Trustee under the Indenture

By:_____
Authorized Signatory

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[ON REVERSE SIDE OR ON FACE IN LIEU OF THE REFERENCE PARAGRAPH]

This Certificate is one of a duly authorized series of certificates of participation designated "City of Sedalia, Missouri, Certificates of Participation [(Bank Qualified)], Series 2012[A][B]" (the "Certificates"), in the aggregate amount of $_____, evidencing proportionate interests of the owners thereof in Base Rentals to be made by the City pursuant to the Lease.

This Certificate has been executed by the Trustee pursuant to and is 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. 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 Base Rentals, the nature, extent and manner of enforcement of such pledges and covenants and the rights and the terms and conditions upon which the Certificates are delivered thereunder. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

The Indenture permits certain amendments or supplements to the Indenture and the Lease not materially adverse to the security of the Certificate owners to be made without the consent of or notice to the Certificate 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 Certificate owners.

[The Certificates are subject to prepayment on March 1, 20__ and thereafter in whole or in part at any time, at a Prepayment Price equal to 100% of the Principal Component of Base Rentals being prepaid, plus the Interest Component of Base Rentals accrued thereon to the Prepayment Date.]

[The Certificates or portions thereof bearing a stated maturity date of March 1, 20__ and 20__ (the "Term Certificates"), shall be subject to mandatory prepayment prior to their stated maturities at a prepayment price of 100% of the Principal Component so prepaid plus the Interest Component of Base Rentals accrued thereon to the prepayment date, without premium, in the amounts and on the dates provided in the Indenture.]

The Certificates are subject to optional prepayment as a whole or in part at any time upon the occurrence of certain extraordinary events described in the Indenture, at a Prepayment Price equal to 100% of the Principal Component to be prepaid, together with the Interest Component accrued thereon to the date fixed for prepayment, but without premium.

If less than all of the Outstanding Certificates are prepaid, Certificates shall be prepaid in such order of stated payment dates as shall be determined by the City. Within a maturity, Certificates to be prepaid shall be selected by the Trustee by lot or in such other equitable manner as the Trustee may determine.

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 at least 30 days prior to the prepayment date to each Registered Owner of Certificates to be prepaid. All Certificates for which notice of prepayment is given will 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.

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This Certificate is transferable upon the Certificate Register, which shall be kept for that purpose at the payment office of the Trustee or such other office as the Trustee shall designate, 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 duly authorized attorney-in-fact 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 delivered 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 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 payment office of the Trustee or such other office as the Trustee shall designate with a written request for exchange satisfactory to the Trustee duly executed by the Registered Owner or his attorney-in-fact duly authorized 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.

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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 Registered Owner as it appears upon the face of the within Certificate in every particular.

Signature Guaranteed By:

_____

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15)) or any similar rule which the Trustee deems applicable.

By: _____
Title: _____

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EXHIBIT B

DISBURSEMENT REQUEST
FOR COSTS OF THE PROJECT

Request No. ___ Date: _____

WRITTEN REQUEST FOR DISBURSEMENT FROM
THE CONSTRUCTION FUND

CITY OF SEDALIA, MISSOURI
CERTIFICATES OF PARTICIPATION
SERIES 2012

To: [**TRUSTEE**]
[**TRUSTEE ADDRESS**]

Pursuant to **Section 4.04** of the Indenture of Trust dated as of December 1, 2012 (the "Indenture"), the undersigned hereby requests payment from the Construction Fund in accordance with this request, and hereby certifies as follows:

1. All terms in this request shall have the meanings specified in the Indenture.

2. The names of the persons, firms or corporations to whom the payments requested hereby are due. The addresses of said persons, firms or corporations, the amounts to be paid and a description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on **Attachment I** hereto.

3. Said costs have been made or incurred by the City and have been paid by the City, if payment to the City is requested, or, if payment to the City is not requested, are presently due to the persons to whom payment is requested.

4. Said costs are valid Costs of the Project under the Indenture and proper charges against the Construction Fund. No part thereof has been, is being or will be made the basis for the withdrawal of any moneys in any previous, pending or subsequent request filed with the Trustee pursuant to the Indenture.

5. There has not been filed with or served upon the City any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the respective amounts stated in said certificate which has not been released or will not be released simultaneously with the payment of such obligation.

6. No event exists that constitutes, or with the giving of notice of the passage of time or both would constitute, an Event of Lease Default.

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7. Invoices, statements, vouchers or bills for the amounts requested for all services or materials furnished by contractors, except as to any retainage, related to amounts specified in this certificate are attached hereto.

8. Lien waivers for all services or materials included in amounts requested by previous Disbursement Requests, except as to any retainage, have been furnished to the Trustee or are attached hereto.

CITY OF SEDALIA, MISSOURI

By: _____

Title: _____

Authorized City Representative

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CITY OF SEDALIA, MISSOURI
$_____
CERTIFICATES OF PARTICIPATION
SERIES 2012

December 5, 2012

CERTIFICATE PURCHASE AGREEMENT

City of Sedalia
2nd and Osage
Sedalia, Missouri 65302

BOKF, NA
4600 Madison Avenue, Suite 800
Kansas City, Missouri 64112

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated, as agent for and on behalf of the underwriting group identified on Exhibit A hereto (the "**Underwriter**"), hereby offers to enter into the following agreement (the **"Certificate Purchase Agreement"**) for the purchase of $_____ aggregate principal amount of Certificates of Participation, Series 2012 (the **"Series 2012 Certificates"**), to be executed and delivered pursuant to an Indenture of Trust dated as of December 1, 2012 (the "**Indenture of Trust**") between BOKF, NA, Kansas City, Missouri, as trustee (the "**Trustee**") and the City of Sedalia, Missouri, (the **"City"**). The Series 2012 Certificates will evidence interests in the right of the Registered Owners thereof to a proportionate share of rent payments (the **"Base Rentals"**) to be made by the City pursuant to an annually renewable Lease Purchase Agreement dated as of December 1, 2012 (the "**Lease**") 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 Indenture of Trust or the Lease unless some other meaning is plainly indicated.

The net proceeds of the Series 2012 Certificates will be used to (1) finance certain capital projects for the City, including a new fire station, renovations to the Washington Street Viaduct and repairs to the Sedalia Carnegie Library (the **"Project"**) and (2) pay the costs related to the delivery of the Series 2012 Certificates.

The Series 2012 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 5:00 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.

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The term "Transaction Documents" when used herein shall mean, individually and collectively, the following: the Series 2012 Certificates; the Lease; the Easement; the Ground Lease; the Indenture of Trust; this Certificate Purchase Agreement; the Tax Compliance Agreements the Preliminary Official Statement (as hereinafter defined); the Official Statement (as hereinafter defined); the Continuing Disclosure Agreement dated as of December 1, 2012 (the "**Continuing Disclosure Agreement**") between the City and the Trustee, as dissemination agent; 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 2012 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 the Series 2012 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 (i) the purchase and sale of the Series 2012 Certificates pursuant to this Certificate Purchase Agreement is an arm's-length commercial transaction between the City and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the City, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the City with respect to the offering of the Series 2012 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 (iv) 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 2012 Certificates.

2. **Public Offering**. The Underwriter intends to offer the Series 2012 Certificates to the public at the offering prices set forth on **Schedule I** hereto, but may subsequently change such offering 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 2012 Certificates to certain dealers (including dealers depositing the Series 2012 Certificates into investment trusts) at prices lower than the public offering prices. The Underwriter also reserves the right to (i) over-allot or effect transactions which stabilize or maintain the market price or prices of the Series 2012 Certificates at levels above those which might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

3. **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 November 29, 2012 (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 2012 Certificates, is herein called the "**Preliminary Official Statement**"), in connection with the proposed offering of the Series 2012 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

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offering prices, interest rates, selling commission, aggregate principal amount, principal per maturity, delivery rates, ratings, identity of the purchasers and other terms of the Series 2012 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 2012 Certificates, is herein called the "**Official Statement**") executed on behalf of the City by duly authorized representatives in such quantity as the Underwriter may request 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 Series 2012 Certificates to the effect set forth in this Section.

If, after the date of this Certificate Purchase Agreement and until the earlier of (i) ninety days after the "end of the underwriting period" (as defined in the Rule) or (ii) 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 Gilmore & Bell, P.C., Kansas City, Missouri ("**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 a reasonable number of copies of 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.

4. **City's 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 (as herein defined) a third-class city and political subdivision, duly organized and validly existing under the Constitution and the laws of the State of Missouri and has 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 (as herein defined) 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

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dates, interest rates, principal amounts and prepayment provisions of the Series 2012 Certificates. Executed counterparts of the documents to which the City is a party 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 to which it is a party 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 2012 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 2012 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, 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, 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, agreement or other instrument, except as provided by the Transaction Documents.

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(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 date of the Closing, shall be true and correct in all material respects and do not and, as of the date of the Closing, 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 no certification is given with respect to materials that appear under, or matters omitted pertaining to material appearing under, the caption **"UNDERWRITING"** or such information in the Preliminary Official Statement or the Official Statement setting forth the principal amount, interest rates and prices of the 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 time of Closing, 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 2012 Certificates**. The City represents and warrants that the proceeds of the Series 2012 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 2012 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 2012 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 drafts of the Preliminary Official Statement, 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 date of the Closing, 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 B to the Preliminary Official Statement and the Official Statement and any other later

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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 on a accrual basis of accounting, which is a comprehensive basis of accounting in accordance with generally accepted accounting principles. The City has not, since March 31, 2012, 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 March 31, 2012, 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 date of the Closing, 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, 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 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 undertake, pursuant to the Lease and 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 undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The City is not in default nor has it been in default any time as to its obligations for continuing disclosure under the Rule.

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All of the City's representations, warranties and covenants contained in this Certificate Purchase Agreement shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; and (ii) delivery of and payment for the Series 2012 Certificates pursuant to this Certificate Purchase Agreement. The agreements in **Sections 3** and **10** hereof shall survive any termination of this Certificate Purchase Agreement.

5. **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 for in the Indenture of Trust 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 2012 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.

6. **Closing**. Payment for the Series 2012 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 December 19, 2012, 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 2012 Certificates shall be made in definitive form, bearing CUSIP numbers (provided neither the printing of a wrong number on any Series 2012 Certificate nor the failure to print a number thereon shall constitute cause to refuse delivery of any Series

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2012 Certificate) as fully registered Series 2012 Certificates; provided, however, that the Series 2012 Certificates may be delivered in temporary form. One registered Series 2012 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 2012 Certificates shall be available for delivery in New York, New York at DTC in accordance with DTC's settlement procedures, or delivered to and held by the Trustee for the benefit of DTC, at Closing Time.

7. **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 2012 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 2012 Certificates shall have been deposited and applied as described in the Indenture of Trust;

(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, including the Easement, 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 Easement, the Ground Lease, the Lease and the Indenture of Trust by the Underwriter at the Closing.

(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 unconditional approving opinion and supplemental opinion of Special Counsel, each dated as of the Closing Date and each in form and substance satisfactory to the Underwriter and its counsel;

(ii) **City Counsel Opinion**. The opinion of Anne Gardner, Esq., Sedalia, Missouri, counsel to the City, dated as of the Closing Date, in form and substance satisfactory to the Underwriter and its counsel and Special Counsel;

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(iii) **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: (1) 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 date of the Closing, (2) 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 (3) confirmation that the ordinance authorizing the execution and delivery of the Series 2012 Certificates has not been modified, amended or repealed and is in full force and effect on the Closing Date;

(iv) **Underwriter's Counsel Opinion**. The opinion of Thompson Coburn LLP, St. Louis, Missouri, counsel to the Underwriter, dated as of the Closing Date;

(v) **Specimen Certificate**. A specimen of the Series 2012 Certificates;

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

(vii) **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;

(viii) **City Ordinance**. An ordinance of the City Council authorizing and approving the execution and delivery of the Transaction Documents and the execution and delivery of the Series 2012 Certificates;

(ix) **Form 8038-G**. A completed and executed Form 8038-G with respect to the Series 2012 Certificates;

(x) **Ratings**. Letters from Standard & Poor's assigning an unenhanced rating of not less than "A" to the Series 2012 Certificates;

(xi) **Insurance.** Certificates of insurance evidencing compliance with the insurance requirements of the Transaction Documents (other than title insurance).

(xii) **Title Insurance**. Title insurance policy (or commitment therefor) reasonably satisfactory to the Underwriter and its counsel and showing the Trustee as Lessee under the Ground Lease and the City as holder of an easement right under the Easement.

(xiii) **Trustee's Receipt.** A receipt of the Trustee for the purchase price of the Series 2012 Certificates on behalf of the City; and

(xiv) **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

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contemplated hereby and by the Indenture of Trust 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 **Sections 3** and **10** hereof.

8. **The Underwriter's Right to Cancel**. The Underwriter shall have the right to cancel its obligations hereunder to purchase the Series 2012 Certificates without liability to the Underwriter by notifying the City and the Trustee in writing of its election to make such cancellation prior to the Closing Time, if at any time between the date of this Certificate Purchase Agreement and the Closing Time:

(a) (i) Legislation shall be enacted or for the first time actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or (ii) a decision by a federal court of the United States or the United States Tax Court shall be rendered, or a ruling or regulation by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed with respect to federal taxation upon revenues or other income to be derived by the City pursuant to the Transaction Documents, or upon interest on the Series 2012 Certificates or securities of the general character of the Series 2012 Certificates, or (iii) 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 or Missouri income tax consequences of any of the transactions contemplated in connection herewith, or that securities of the general character of the Series 2012 Certificates shall not be exempt from registration under the Securities Act of 1933, as amended, and as a consequence, in the opinion of the Underwriter, materially adversely affects the market for the Series 2012 Certificates or the ability of the Underwriter to enforce contracts for the sale of the Series 2012 Certificates at the contemplated offering prices; or

(b) There shall exist any fact or any event shall have occurred that either (i) makes untrue or incorrect any statement of a material fact or material information contained in the Official Statement as then amended or supplemented or (ii) 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 not misleading in any material respect, 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 2012 Certificates or the ability of the Underwriter to enforce contracts for the sale of the Series 2012 Certificates at the contemplated offering prices; or

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(c) The formal declaration of war or engagement in military conflict or hostilities whether conventional, nuclear and/or biological, by the United States or by other sovereign state or states against the United States or the occurrence of any military conflict or hostilities whether conventional, nuclear and/or biological, involving the United States without the benefit of a formal declaration of war by the United States or any conflict involving the armed forces of the United States shall have escalated beyond the level of such conflict as of the date hereof, or the occurrence of any acts of terrorists or attacks by terrorists within or outside of the borders of the United States which would cause the effective operation of the government of the United States to cease or which would cause the Underwriter to be unable to carry on its regular business or the effect of which on the financial markets of the United States would, in the opinion of the Underwriter, materially adversely affect the market for the Series 2012 Certificates or the ability of the Underwriter to enforce contracts for the sale of the Series 2012 Certificates at the contemplated offering prices; or the occurrence of any other national emergency or calamity, including natural disasters, which would cause the effective operation of the government of the United States to cease or which would cause the Underwriter to be unable to carry on its regular business or the effect of which on the financial markets of the United States would, in the opinion of the Underwriter, materially adversely affect the market for the Series 2012 Certificates or the ability of the Underwriter to enforce contracts for the sale of the Series 2012 Certificates at the contemplated offering prices; or

(d) There shall be in force a general suspension of trading or material limitation on the New York Stock Exchange or a general banking moratorium shall have been declared by federal, Missouri or New York authorities, the effect of which on the financial markets of the United States would, in the opinion of the Underwriter, materially adversely affect the market for the Series 2012 Certificates or the ability of the Underwriter to enforce contracts for the sale of the Series 2012 Certificates at the contemplated offering prices; or

(e) There shall have occurred since March 31, 2012, any material adverse change in the affairs of the City from that reflected in the information concerning the City contained in the Official Statement not otherwise disclosed in the Official Statement; or

(f) There shall have occurred an imposition by the New York Stock Exchange, or any governmental authority, of any material restrictions not now in force with respect to the Series 2012 Certificates or obligations of the general character of the Series 2012 Certificates or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, underwriters; or

(g) There shall have occurred the imposition of an order, decree or injunction of any court of competent jurisdiction, or order, ruling, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Series 2012 Certificates or the issuance, offering or sale of the Series 2012 Certificates, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities law as amended and then in effect; or

(h) The Official Statement is not executed, approved and delivered in accordance with **Section 3** above; or

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(i) Any representations of the City contained in this Certificate Purchase Agreement or in any Transaction Document shall prove to be or to have been false in any material respect or there shall have occurred any material adverse change in the affairs or financial condition of the City, not otherwise disclosed to the Underwriter or in the Official Statement; or

(j) 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 2012 Certificates or the payment, collection or application of the proceeds of the Series 2012 Certificates or of other moneys or securities pledged or to be pledged under the Transaction Documents; (ii) the validity of the Series 2012 Certificates or the excludability from gross income for federal income tax purposes of the Interest Portion of Base Rentals represented by the Series 2012 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 City Council of the City or officers or its power to engage in any of the transactions contemplated by the Transaction Documents; (v) the incorporation, organization or existence of the City; or (vi) the legal power or authority of the City to enter into and engage in any of the transactions contemplated by this Certificate Purchase Agreement or the Transaction Documents.

9. **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: (i) any investigations made by or on behalf of the Underwriter; and (ii) delivery of and payment for the Series 2012 Certificates pursuant to this Certificate Purchase Agreement. The agreements in **Sections 10 and 11** hereof shall survive any termination of this Certificate Purchase Agreement.

10. **Payment of Expenses**. Whether or not the Series 2012 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 2012 Certificates are delivered by the Trustee to the Underwriter, all expenses and costs to effect the authorization, preparation, execution and delivery of the Series 2012 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 2012 Certificates, the charges of any rating agency in connection with the Series 2012 Certificates and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Series 2012 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 2012 Certificates. If the Series 2012 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 2012 Certificates are sold to the Underwriter, the City shall pay out of the proceeds of the Series 2012 Certificates the discount of the Underwriter or the purchase price paid for the Series 2012 Certificates shall reflect such discount.

Except as otherwise provided in this **Section 10**, the Underwriter shall pay: (i) all advertising expenses in connection with the public offering of the Series 2012 Certificates; and (ii) all other expenses incurred by it in connection with its public offering and distribution of the Series 2012 Certificates, not described above.

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11. **Indemnity, Hold Harmless and Contribution.**

(a) **City.** The City, to the extent permitted by law, shall indemnify and hold harmless the Underwriter, each director, member, officer, employee or agent of the Underwriter and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Underwriter through the ownership of voting securities, by contract or otherwise (collectively in this **subsection (a)** called the "Indemnified Parties"), from and against any and all losses, claims, demands, damages, liabilities or expenses whatsoever caused by (i) any breach of the City's undertakings in **subsection 4(e)**, **4(g)**, **4(n)** and **4(o)** of this Certificate Purchase Agreement or other representations of the City contained herein; or (ii) an untrue or misleading statement, whether actual or alleged, of a material fact contained in the Preliminary Official Statement or the Official Statement, caused by any omission, whether actual or alleged, from the Preliminary Official Statement or the Official Statement of any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, insofar as such statements appear in, appear in, or matter omitted pertains to material appearing in, any section of the Official Statement that either: (A) was prepared from information furnished by the City or its agents (including, without limitation its attorneys, accountants or consultants); or (B) contains information about the City or its facilities or property; or (C) both.

In case a claim shall be made or any action shall be brought against one or more of the Indemnified Parties in respect of which indemnity may be sought against the City pursuant to the preceding paragraph, the Indemnified Parties shall promptly notify the City in writing, and the City shall promptly assume the defense thereof, including with the consent of the Underwriter, which consent shall not be unreasonably withheld, the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties, unless the employment of such counsel has been specifically authorized in writing by the City, or there is a conflict of interest that would prevent counsel for the City from adequately representing both the City and the Indemnified Parties. The City shall not be liable for any settlement of any such action effected without its written consent, but if settled with the written consent of the City or if there is a final judgment for the plaintiff in any such action which the City is required hereunder to assume the defense of, the City, to the extent permitted by law, agrees to indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment.

(b) **Underwriter.** The Underwriter shall indemnify and hold harmless the City, each director, member, officer, employee or agents of the City and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the City, by contract or otherwise (collectively in this **subsection (b)** called the **"Indemnified Parties"**) from and against any and all losses, claims, demands, damages, liabilities or expenses whatsoever caused by an untrue or misleading statement, whether actual or alleged, of a material fact contained in the Preliminary Official Statement or the Official Statement, or caused by any omission, whether actual or alleged, from the Preliminary Official Statement or the Official Statement of any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided that such indemnification shall be limited solely to statements that appear under, or matters omitted pertaining to material appearing under, the caption **"UNDERWRITING"** or such information in the Preliminary Official Statement or the Official Statement setting forth the principal amount, interest rates and prices of the Certificates or respecting the Underwriter.

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In case a claim shall be made or any action shall be brought against one or more of the Indemnified Parties in respect of which indemnity may be sought against the Underwriter as described above, the Indemnified Parties shall promptly notify the Underwriter in writing, and the Underwriter shall promptly assume the defense thereof, including with the consent of the City, which consents shall not be unreasonably withheld, the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties, unless the employment of such counsel has been specifically authorized, in writing, by the Underwriter, or there is a conflict of interest that would prevent counsel for the Underwriter from adequately representing both the Underwriter and the Indemnified Parties. The Underwriter shall not be liable for any settlement of any such action effected without their written consent, but if settled with the written consent of the Underwriter or if there is a final judgment for the plaintiff in any such action which the Underwriter is required hereunder to assume the defense of, the Underwriter agrees, jointly and severally, to indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment.

(c) **Survival.** The covenants and agreements of the City and the Underwriter contained in this Section shall survive the delivery of the Certificates.

12. **Notices**. Any notice or other communication to be given to the City or the Underwriter 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 Agreement, 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: Stifel, Nicolaus & Company, Incorporated, One Financial Plaza, 501 North Broadway, St. Louis, MO 63102, Attention: Public Finance.

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. **Rights Hereunder**. This Certificate Purchase Agreement is made for the benefit of the City and the Underwriter and no other person including any purchaser of the Series 2012 Certificates shall acquire or have any rights hereunder or by virtue hereof.

16. **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 is and shall be a third party beneficiary 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 in this Certificate Purchase Agreement.

17. **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 Underwriter and the Indemnified

Council Agenda

Parties and their successors and assigns) and no other person including any purchaser of the Series 2012 Certificates shall acquire or have any rights hereunder or by virtue hereof.

18. **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.

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

20. **Captions**. The captions or headings in this 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 Purchase Agreement.

[Remainder of page intentionally left blank]

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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,

STIFEL, NICOLAUS & COMPANY, INCORPORATED, as agent for and representative of the Underwriter

By_____
Name: Carl E. Ramey
Title: First Vice President

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

CITY OF SEDALIA, MISSOURI

By:_____
Name: Elaine Horn
Title: Mayor

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BOKF, NA, as Trustee

By:_____
Name: S. Brent Varzaly
Title: Vice President

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SCHEDULE I

MATURITY SCHEDULE

Serial Certificates

Due March 1	Principal Amount	Interest Rate	Price	CUSIP

Term Certificates

$_____ ____% Term Certificates due March 1, ____, Price: 100.000%, CUSIP: _____
$_____ ____% Term Certificates due March 1, ____, Price: 100.000%, CUSIP: _____
$_____ ____% Term Certificates due March 1, ____, Price: 100.000%, CUSIP: _____

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EXHIBIT A
TO
CERTIFICATE PURCHASE AGREEMENT

Underwriting Group:

1. Stifel, Nicolaus & Company, Incorporated

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CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated as of December 1, 2012 (the "Continuing Disclosure Agreement") is executed and delivered by the **CITY OF SEDALIA, MISSOURI** (the "City") and the **BOKF, NA**, as dissemination agent and not as trustee (the "Dissemination Agent").

RECITALS:

1. This Continuing Disclosure Agreement is executed and delivered in connection with the delivery by the BOKF, NA, as Trustee (the "Trustee"), of City of Sedalia, Missouri Certificates of Participation, Series 2012 (the "Certificates"), in the aggregate principal amount of $_____, pursuant to an Indenture of Trust dated as of December 1, 2012, executed by the Trustee (the "Indenture").

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").

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, which apply to any capitalized term 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 provided 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 for federal income tax purposes.

"Dissemination Agent" means BOKF, NA, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures operated by the MSRB, which can be accessed at www.emma.msrb.org.

"Material Events" means any of the events listed in **Section 3(a)(2)** 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.

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"Occurrence Events" means any of the events listed in **Section 3(a)(1)** of this Continuing Disclosure Agreement.

"Participating Underwriter" means the original underwriter of the Certificates required to comply with the Rule in connection with offering of the Certificates.

"Reportable Events" means, collectively, Material Events and Occurrence Events.

"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 next October 1 after the end of the City's fiscal year, commencing with the fiscal year ending March 31, 2013, provide to the MSRB, through EMMA, the following financial information and operating data (the "Annual Report"), in substantially the form attached hereto as **Exhibit B**:

(1) The audited financial statements of the City for the prior fiscal year, prepared in accordance with generally accepted accounting principles. If audited financial statements 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) To the extent not otherwise included in the City's audited financial statements, updates as of the end of the prior fiscal year of certain financial information and operating data contained in tables set forth in **APPENDIX A** of the final Official Statement in substantially the same format contained in tables set forth in the final Official Statement under the captions:

(1) **"DEBT STRUCTURE OF THE CITY – Current Obligations of the City"** (in addition to the tables, information should also be provided on any general obligation, revenue bond or annual appropriation obligations, including a description of the issue, the outstanding principal, the source of payment and the annual debt service requirements thereof);
(2) **"FINANCIAL INFORMATION CONCERNING THE CITY – Sources of Revenue;"**
(3) **"FINANCIAL INFORMATION CONCERNING THE CITY – Retail Sales Taxes;"**
(4) **"FINANCIAL INFORMATION CONCERNING THE CITY – General Fund Summary;"**
(5) **"TAX INFORMATION CONCERNING THE CITY – Property Valuations – *Current Assessed Valuation*;"**
(6) **"TAX INFORMATION CONCERNING THE CITY – Property Tax Levies and Collections – *Property Tax Levies*;"**
(7) **"TAX INFORMATION CONCERNING THE CITY – Property Tax Levies and Collections – *Property Tax Collection Record*;"** and
(8) **"TAX INFORMATION CONCERNING THE CITY – Major Property Taxpayers."**

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Any 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 provided to 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. 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 an Occurrence Event under **Section 3(d)**.

(b) Not later than 15 Business Days prior to the date specified in subsection (a) hereof for providing the Annual Report to the MSRB, the City shall either provide the Annual Report to the Dissemination Agent with instructions to file the Annual Report as specified in subsection (a) hereof or a written certification to the Dissemination Agent that the City (or another entity on behalf of the City) has provided the Annual Report to the MSRB.

(c) If the Dissemination Agent has not received an Annual Report with written instructions to file the same or has not received a written notice from the City that it has provided an Annual Report to the MSRB by the date required in subsection (b) hereof, the Dissemination Agent shall send a notice to the MSRB, via EMMA, in substantially the form attached as **Exhibit A**.

(d) The Dissemination Agent shall:

(1) notify the City each year not later than 90 days prior to the date for providing the Annual Report to the MSRB, of the date on which its Annual Report must be provided to the Dissemination Agent or the MSRB; and

(2) unless the City has provided the Annual Report to the MSRB, file a report with the City and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the Annual Report has been provided pursuant to this Continuing Disclosure Agreement, stating the date it was provided.

Section 3. Reporting of 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:

(1) notice of the occurrence of any of the following events with respect to the Certificates ("Occurrence Events"):

(i) principal and interest payment delinquencies;
(ii) unscheduled draws on debt service reserves reflecting financial difficulties;
(iii) unscheduled draws on credit enhancements reflecting financial difficulties;
(iv) substitution of credit or liquidity providers, or their failure to perform;
(v) 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 security, or other material events affecting the tax status of the Bonds;

(vi) defeasances;

(vii) rating changes;

(viii) tender offers;

(ix) bankruptcy, insolvency, receivership or similar event of the obligated person; or

(x) the occurrence of an Event of Nonappropriation under the Lease.

(2) notice of the occurrence of any of the following events with respect to the Certificates, if material ("Material Events" and together with the Occurrence Events, "Reportable Events"):

(i) non-payment related defaults;

(ii) modifications to rights of Certificate Owners;

(iii) Certificate calls (other than mandatory sinking fund redemptions);

(iv) release, substitution or sale of property securing repayment of the Certificates;

(v) consummation of a merger, consolidation, or acquisition involving an obligated person, or the sale of all or substantially all of the assets of the obligated person, 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; or

(vi) appointment of a successor or additional trustee or change of name of a trustee.

(b) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Reportable Event, contact the Mayor of the City 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 is not an Occurrence Event and would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (d).

(c) Whenever the City obtains knowledge of the occurrence of a Reportable 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 has been instructed by the City to report the occurrence of a Reportable Event, the Dissemination Agent shall not later than 10 Business Days after the occurrence of the Reportable Event file a notice of such occurrence with the MSRB, via EMMA, with a copy to the City. Notwithstanding the foregoing, notice of Reportable Events described in subsections (a)(1)(v) and (a)(2)(iv) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the owners of affected Certificates pursuant to the Indenture.

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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 an Occurrence Event under **Section 3(d)**.

Section 5. Dissemination Agent. 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 Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Continuing Disclosure Agreement. The Dissemination Agent may resign at any time upon giving 30 days prior written notice to the City. The initial Dissemination Agent shall be the BOKF, NA

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 Tax 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 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 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 an Occurrence Event under **Section 3(d)**, 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 Reportable 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 Reportable 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 Reportable 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 may (and, at the request of any Participating Underwriter or the owners of at least 25% aggregate principal amount of

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Outstanding Certificates, upon receipt of satisfactory indemnity shall), or any 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 or the Dissemination Agent, as the case may be, to comply with its obligations under this Continuing Disclosure Agreement. A default under this Continuing Disclosure Agreement shall not be deemed an event of default under 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, Immunities 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 indemnify and save the Dissemination Agent, its officers, directors, employees, attorneys 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 and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or wilful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Certificates.

Section 10. Notices. Any notices or other communications to or among any of the parties to this Continuing Disclosure Agreement shall be sufficiently given and shall be deemed given upon receipt if personally delivered or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

(a)	If to the City:	City of Sedalia, Missouri 200 South Osage Avenue Sedalia, Missouri 65301 Attn: Mayor
(b)	If to the Dissemination Agent:	BOKF, NA 4600 Madison Avenue, Suite 800 Kansas City, Missouri 64112 Attn: Corporate Trust Department
(c)	If to the Participating Underwriter:	Stifel, Nicolaus & Company, Incorporated One Financial Plaza 501 North Broadway, 8th Floor St. Louis, MO 63102 Attn: Carl E. Ramey, First Vice President

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 Trustee, the Dissemination Agent, the Participating Underwriter, 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 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.

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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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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Section 14. Governing Law. This Continuing Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

CITY OF SEDALIA, MISSOURI

By: _____
Mayor

BOKF, NA, as Dissemination Agent

By: _____
Title: Authorized Officer

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EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Obligated Person:	City of Sedalia, Missouri (the "City")
Name of Issue:	City of Sedalia, Missouri Certificates of Participation, Series 2012 (the "Certificates"), in the aggregate principal amount of $_____
Date of Issuance:	December __, 2012

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Certificates as required by the Continuing Disclosure Agreement dated as of December 1, 2012, between the City and the BOKF, NA, as Dissemination Agent. The City has notified the Dissemination Agent that the City anticipates that the Annual Report will be filed by _____, 20___.

Dated: _____, 20___

BOKF, NA, as dissemination agent for the CITY OF SEDALIA, MISSOURI

By: _____

Title: _____

cc: City of Sedalia, Missouri
Stifel, Nicolaus & Company, Incorporated

Council Agenda

EXHIBIT B

FORM OF ANNUAL REPORT

Name of Obligated Person: City of Sedalia, Missouri (the "City")

Name of Issue: City of Sedalia, Missouri Certificates of Participation, Series 2012 (the "Certificates"), in the aggregate principal amount of $_____

Date of Report: _____, 20__
(within 180 days of the end of the City's fiscal year)

This Annual Report relates only to the City's continuing disclosure obligation undertaken in connection with the delivery of the Certificates pursuant to SEC Rule 15c2-12. The City may have additional continuing disclosure obligations in connection with other municipal debt that are not covered by this Annual Report.

I. AUDITED FINANCIAL STATEMENTS

The audited financial statements of the City for the fiscal year ended March 31, 20___ are attached hereto.

II. OPERATING AND FINANCIAL INFORMATION

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