

LEASE PURCHASE AGREEMENT

between

**UMB BANK, N.A.,
as Lessor and Trustee**

and

**CITY OF PLEASANT HILL, MISSOURI,
as Lessee**

Dated as of June 1, 2025

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LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (the “**Lease**”), dated as of June 1, 2025, is entered into between **UMB BANK, N.A.**, a national banking association duly organized and existing under the laws of the United States of America, acting in its capacity as trustee under the Declaration of Trust hereinafter referred to (the “**Trustee**”), as lessor, and the **CITY OF PLEASANT HILL, MISSOURI**, a special charter city and political subdivision organized and existing under the laws of the State of Missouri (the “**City**”), as lessee.

RECITALS:

1. The City Council of the City has determined that it is in the best interests of the City to acquire and install new bleachers and other equipment and apparatus at the City’s outdoor fairgrounds located at 308 W. Commercial Street in the City (collectively, the “**Project**”).

2. In order to finance the costs the Project, concurrently herewith, the Trustee is entering into a Declaration of Trust dated as of June 1, 2025 (the “**Declaration of Trust**”), pursuant to which the Trustee will execute and deliver Certificates of Participation (City of Pleasant Hill, Missouri, Lessee), Series 2025, in the aggregate principal amount of \$490,000 (the “**Series 2025 Certificates**”), evidencing proportionate interests in the right to receive Basic Rent Payments payable by the City pursuant to this Lease, and the proceeds of such Series 2025 Certificates will be used to (a) pay the costs of the Project and (b) pay certain costs relating to the delivery and issuance of the Series 2025 Certificates.

3. The Trustee, as lessor, desires to lease to the City, as lessee, the new bleachers and related equipment and apparatus acquired and installed with proceeds of Series 2025 Certificates in connection with the Project (as more specifically described in **Schedule 1** hereto, the “**Leased Equipment**”), all subject to the terms and conditions and for the purposes set forth in this Lease.

4. The City is authorized under the laws of the State of Missouri to enter into this Lease for the purposes set forth herein.

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

ARTICLE I

DEFINITIONS

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

“**Authorized Representative**” means the Mayor, the Mayor Pro-Tem, the City Administrator, the Finance Manager, the City Clerk or any other person designated as an Authorized Representative by the City Council, such designation being approved by the City Council of the City by a resolution or ordinance that is filed with the Trustee.

“**Available Revenues**” means, for any Fiscal Year, any balances of the City from previous Fiscal Years encumbered to pay Rent, amounts budgeted or appropriated by the City for such Fiscal Year plus any unencumbered balances of the City from previous Fiscal Years that are legally available to pay Rent

during such Fiscal Year, plus all moneys and investments, including earnings thereon, held by the Trustee pursuant to the Declaration of Trust.

“Basic Rent” means the Basic Rent Payments comprised of a Principal Portion and an Interest Portion as set forth on **Exhibit A** hereto, as may be revised as provided in **Section 3.09** of the Declaration of Trust and in **Section 4.08** hereof.

“Basic Rent Payment” means a payment of Basic Rent.

“Basic Rent Payment Date” means each June 1 and December 1 during the Lease Term, commencing on December 1, 2025.

“Business Day” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal corporate trust office or designated payment office of the Trustee is located are required or authorized by law to remain closed or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“Certificates” means the Series 2025 Certificates and any Additional Certificates delivered under the Declaration of Trust.

“City” means the City of Pleasant Hill, Missouri, a special charter city and political subdivision organized and existing under the laws of the State of Missouri, and any successors or assigns.

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

“Completion Certificate” means the certificate of the City given in accordance with **Section 5.04** hereof.

“Completion Date” means the date of completion of the acquisition, construction and installation of the Project as that date shall be certified as provided in **Section 5.04** hereof.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the City and related to the authorization, execution, sale and delivery of the Certificates, including 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 (including fees of Special Counsel, fees of the municipal advisor and fees of counsel to the Underwriter, if any), fees of any rating agency, title insurance premiums and recording fees and all other initial fees and disbursements contemplated by this Lease and the Declaration of Trust.

“Costs of the Project” means all reasonable or necessary expenses related or incidental to the Project and the acquisition and installation of the Leased Equipment, legal and other special services and all other necessary and incidental expenses, including interest on the Certificates to the Completion Date and Costs of Issuance.

“Declaration of Trust” means the Declaration of Trust dated as of June 1, 2025, executed by the Trustee, as the same may from time to time be amended or supplemented in accordance with its terms.

“Event of Default” means an Event of Default as described in **Section 12.01** hereof.

“Event of Nonappropriation” means an Event of Nonappropriation as described in **Section 3.04** hereof.

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

“Funds” means the Funds as defined in the Declaration of Trust.

“Government Obligations” means (a) direct noncallable obligations of the United States of America and obligations the timely payment of principal and interest on which is fully and unconditionally guaranteed by the United States of America, (b) trust receipts or certificates evidencing participation or other direct ownership interests in principal or interest payments to be made upon obligations described in clause (a) above that are held in a custody or trust account free and clear of all claims of persons other than the holders of such trust receipts or certificates, and (c) obligations that are noncallable or for which the call date has been irrevocably determined having an investment rating in the same rating category as direct obligations of the United States of America or higher as provided by a nationally recognized rating service as a result of the advance refunding of such obligations by the deposit of direct noncallable obligations of the United States of America in a trust or escrow account segregated and exclusively set aside for the payment of such obligations and that mature as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to timely pay such principal and interest.

“Interest Portion” means the portion of each Basic Rent Payment that represents the payment of interest as set forth on **Exhibit A** hereto.

“Lease” means this Lease Purchase Agreement, dated as of June 1, 2025, between the Trustee, as lessor, and the City, as lessee, as amended and supplemented from time to time in accordance with its terms.

“Lease Revenue Fund” means the Lease Revenue Fund as defined in the Declaration of Trust.

“Lease Term” means the Original Term and all Renewal Terms.

“Leased Equipment” means all equipment, personal property and materials, acquired and installed in connection with the Project, to the extent that the costs have been paid from proceeds of the Series 2025 Certificates as further described on **Schedule 1** hereto, including any modifications, additions, improvements, replacements or substitutions thereto or therefor.

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

“Opinion of Counsel” means a written opinion of counsel who is acceptable to the Trustee (said counsel may be an employee of, or counsel to, the City).

“Opinion of Special Counsel” means a written opinion of Special Counsel who is acceptable to the Trustee.

“Original Term” means the period from the date of delivery of this Lease until the end of the Fiscal Year then in effect (March 31, 2026).

“Outstanding” means Outstanding as defined in the Declaration of Trust.

“Principal Portion” means the principal portion of the Basic Rent Payments as set forth in **Exhibit A** hereto.

“Project” means the installation of new bleachers and other equipment at the City’s outdoor fairgrounds located 308 W. Commercial Street in the City.

“Project Agreements” means any agreement or agreements between the City and various parties providing for the Project and acquisition and installation of various portions of the Leased Equipment in connection with the Project.

“Project Fund” means the Project Fund as defined in the Declaration of Trust.

“Purchase Price” means the amount designated as such in **Section 10.01** hereof that the City shall pay to the Trustee to purchase the Trustee’s interest in the Leased Equipment.

“Renewal Term” means each renewal term of this Lease, each having a duration of one year and a term coextensive with then current Fiscal Year as provided in **Section 3.02** hereof, except that the last possible Renewal Term shall end on June 2, 2045.

“Rent” means, collectively, Basic Rent and Supplemental Rent.

“Rent Payment” means a payment of Rent.

“Series 2025 Certificates” means the Certificates of Participation (City of Pleasant Hill, Missouri, Lessee), Series 2025, in the aggregate principal amount of \$490,000 evidencing a proportionate interest in Basic Rent Payments to be made by the City, as lessee, pursuant to this annually renewable Lease, executed and delivered pursuant to the Declaration of Trust.

“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.

“State” means the State of Missouri.

“Supplemental Declaration of Trust” means any amendment or supplement to the Declaration of Trust entered pursuant to **Article VIII** of the Declaration of Trust.

“Supplemental Lease” means any amendment or supplement to this Lease entered pursuant to **Section 13.06** hereof.

“Supplemental Rent” means all amounts due hereunder other than Basic Rent.

“Supplemental Rent Payment” means a payment of Supplemental Rent.

“Tax Compliance Agreement” means the Tax Compliance Agreement dated as of June 18, 2025, entered into by the City and the Trustee in connection with the execution and delivery of the Series 2025 Certificates.

“Trustee” means the party acting as Trustee under the Declaration of Trust.

“Underwriter” means Central States Capital Markets, Prairie Village, Kansas, as the original

purchaser of the Series 2025 Certificates.

Section 1.02. Rules of Construction .

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

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

(c) Reference herein to a particular article, 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.

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

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

Section 1.03. Execution of Counterparts. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

Section 1.04. Severability.

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

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

Section 1.05. Date of Lease. The dating of this Lease as of June 1, 2025, is intended as and for the convenient identification of this Lease only and is not intended to indicate that this Lease was executed and delivered on said date, this Lease being executed and delivered and becoming effective simultaneously with the initial execution and delivery of the Series 2025 Certificates.

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

ARTICLE II

REPRESENTATIONS

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

(a) The City is a special charter city and political subdivision organized and existing under the laws of the State of Missouri with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of its obligations hereunder.

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

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

(d) The City's audited financial statements that have been used in connection with any offering of the Series 2025 Certificates present fairly the financial position of the City as of their respective dates and the revenues and expenses and changes in fund balances for the periods covered thereby.

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

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

(g) To the City's knowledge, 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 Leased Equipment shall be or may be impaired, changed or encumbered in any manner whatsoever, except as contemplated by this Lease.

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

(i) Upon completion of the Project, the Leased Equipment will be structurally sound and installed in compliance with all applicable building and design codes and the City's requirements.

(j) The City has complied or will comply with any public bidding requirements that may be applicable to this Lease and the Project.

Section 2.02. Representations of the Trustee. The Trustee represents and warrants that it is a national banking association duly organized and existing under the laws of the United States of America and is authorized to accept and execute trusts of the character set forth in the Declaration of Trust under the laws of the State, with full lawful power and authority to enter into this Lease. Pursuant to Section 34.600 of the Revised Statutes of Missouri, as amended, the Trustee hereby certifies to the City that it is not currently engaged in and shall not, for the duration of this Lease, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel.

ARTICLE III

DEMISING OF THE LEASED EQUIPMENT; LEASE TERM

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

Section 3.02. Lease Term. The Original Term of this Lease shall terminate the last day of the current Fiscal Year (March 31, 2026). The Lease Term may be continued, solely at the option of the City, at the end of the Original Term or any Renewal Term for an additional one-year, provided that the final Renewal Term shall not extend beyond June 2, 2045. At the end of the Original Term and at the end of each Renewal Term, unless the City has terminated this Lease pursuant to **Sections 3.04 or 10.01** hereof and for no other reason, the City shall be deemed to have exercised its option to continue this Lease for the next Renewal Term. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except for any difference in the Rent as provided on **Exhibit A** hereto.

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

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

Supplemental Rent to come due during the immediately following Renewal Term. The City agrees to deliver notice to the Trustee of such termination at least 90 days prior to the end of the Original Term or the then-current Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, the City agrees that it will peaceably transfer and surrender possession of the Leased Equipment to the Trustee.

Section 3.05. Enjoyment of Leased Equipment.

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

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

Section 3.06. Inspection. The Trustee shall have the right at all reasonable times and with reasonable notice during business hours to inspect to enter into and upon the property on which the Leased Equipment is located for the purpose of inspecting the Leased Equipment.

ARTICLE IV

RENT

Section 4.01. Basic Rent.

(a) The City shall promptly pay all Basic Rent, subject to **Sections 3.04** and **4.03** hereof, in lawful money of the United States of America to the Trustee on each Basic Rent Payment Date in such amounts as are described on **Exhibit A** hereto. A portion of each Basic Rent Payment is paid as, and represents payment of, interest as set forth on **Exhibit A** hereto (said interest to be attributable to the various Principal Portions in accordance with the per annum rates set forth on **Exhibit A**).

(b) To provide for the timely payment of Basic Rent, the City shall pay to the Trustee for deposit in the Lease Revenue Fund not less than five (5) Business Days before each Basic Rent Payment Date, the amount due on such Basic Rent Payment Date.

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

Section 4.02. Supplemental Rent. The City shall pay, subject to **Sections 3.04** and **4.03** hereof, as Supplemental Rent:

- (a) all Impositions (as defined in **Article VI** hereof);
- (b) all amounts required under **Sections 4.04** or **4.06** hereof and all other payments of whatever nature which the City has agreed to pay or assume under this Lease;
- (c) all expenses, including attorneys' fees to the extent permitted by law, incurred in connection with the enforcement of any rights under this Lease by the Trustee;
- (d) all fees and charges of the Trustee as further provided in **Section 4.07** hereof; and
- (e) any payments required to be made pursuant to the Tax Compliance Agreement.

Amounts required to be paid under this Section shall be paid directly to the person or entity owed.

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

Section 4.04. Advances. In the event the City shall fail to either maintain the insurance required by this Lease or keep the Leased Equipment in good repair, the Trustee may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums therefor and maintain and repair the Leased Equipment and pay the cost thereof. All amounts so advanced by the Trustee shall constitute Supplemental Rent for the Original Term or then current Renewal Term, and the City covenants and agrees to pay such amounts so advanced by the Trustee with interest thereon from the due date until paid at the Trustee's current prime rate plus 2% per annum or the maximum amount permitted by law, whichever is less. In accordance with Section 427.120 of the Revised Statutes of Missouri, unless the City provides evidence of the insurance coverage required by this Lease, the Trustee may purchase insurance at the City's expense to protect the Trustee's interests hereunder. This insurance may, but need not, protect the City's interests. The coverage that the Trustee may purchase may not pay any claim that the City may make or any claim that may be made against the City in connection with the Leased Equipment. The City may later cancel any insurance purchased by the Trustee, but only after providing a certification signed by an Authorized Representative that the City has obtained insurance as required by this Lease. If the Trustee purchases insurance for the Leased Equipment, the City will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges the Trustee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as Supplemental Rent. The costs

of the insurance may be more than the cost of insurance the City may be able to obtain on its own.

Section 4.05. Credit against Basic Rent Payment Obligation. The City shall receive credit against its obligation to pay the Interest Portion or Principal Portion of Basic Rent to the extent moneys are on deposit in the Lease Revenue Fund and are available to pay the Interest Portion or the Principal Portion of Basic Rent represented by the Certificates.

Section 4.06. Net Lease; Rent Payments to be Unconditional.

(a) THIS LEASE IS INTENDED TO BE NET, NET, NET TO THE TRUSTEE, SUBJECT TO **SECTIONS 3.04, 4.03 AND 4.05** HEREOF, AND THE OBLIGATIONS OF THE CITY TO MAKE PAYMENT OF THE RENT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SETOFF OR DEFENSE, FOR ANY REASON, INCLUDING ANY FAILURE OF THE LEASED EQUIPMENT TO BE ACQUIRED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE LEASED EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

(b) Nothing in this Lease shall be construed as a waiver by the City of any rights or claims the City may have against the Trustee under this Lease or otherwise, but any recovery upon such rights and claims shall be from the Trustee separately, it being the intent of this Lease that the City shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease, including its obligation to pay Basic Rent and Supplemental Rent. The City may, however, at its own cost and expense and in its own name or in the name of the Trustee, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the Trustee hereby agrees, subject to receipt by the Trustee of satisfactory indemnity in accordance with **Section 11.03** of the Declaration of Trust, to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the Trustee in any such action or proceeding if the City shall so request.

Section 4.07. Compensation of the Trustee. The City shall, from time to time, upon the written request of the Trustee, (a) pay to the Trustee reasonable compensation for its services as agreed to by the City and the Trustee from time to time (which compensation will not be limited by any provision of law in regard to the compensation of a trustee of an express trust) and (b) reimburse the Trustee for all reasonable advances 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 Issuance) is to be paid as Supplemental Rent as set forth in **Section 4.02** hereof. The Trustee will have a first lien against the Trust Estate for its reasonable costs, fees, expenses and advancements hereunder or under the Declaration of Trust. In the event that it shall become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the negligence or willful misconduct of the Trustee, it shall not be entitled to compensation for reimbursement therefor.

4.08. Increased Basic Rent . Notwithstanding any other provision of this Lease, the Trustee and the City may enter into a Supplemental Lease or Supplemental Leases that increase the amount of Basic Rent payable by the City on any Basic Rent Payment Date to provide funds to pay the costs of (a) completing the Project, (b) improving, upgrading or modifying the Leased Equipment, (c) acquiring

additional equipment or personal property to be included in the Leased Equipment, and (d) refunding any or all of the Certificates. Each such Supplemental Lease will include an amended **Exhibit A** reflecting separately the Principal Portion and the Interest Portion of Basic Rent allocable to the original Lease and to each Supplemental Lease due on each Basic Rent Payment Date as well as the total Basic Rent on each Basic Rent Payment Date.

ARTICLE V

EXECUTION OF DECLARATION OF TRUST AND DELIVERY OF CERTIFICATES; ACQUISITION AND INSTALLATION OF THE PROJECT

Section 5.01. Execution of Declaration of Trust and Delivery of Certificates.

(a) In order to provide funds, to (i) finance the costs of the Project and (ii) pay the costs of executing and delivering the Series 2025 Certificates and the Lease, the Trustee, concurrently with the delivery of this Lease, has entered into the Declaration of Trust and, in accordance therewith, executed and delivered the Series 2025 Certificates, each Series 2025 Certificate evidencing the undivided interest of the Owners thereof in the rights to receive Basic Rent Payments and other payments under this Lease. The proceeds of the sale of the Series 2025 Certificates shall be applied as hereinafter provided in **Section 5.03** hereof and in the Declaration of Trust.

(b) If the City is not in default hereunder, the Trustee will, at the written direction of the City, from time to time, execute and deliver the amount of Additional Certificates specified by the City; provided that the terms and provisions of such Additional Certificates, the purchase price to be paid therefor and the manner in which the proceeds therefrom are to be disbursed shall have been approved in writing by the City, and provided further that the City and the Trustee shall have entered into a Supplemental Lease or Supplemental Leases to provide for additional Basic Rent Payments in an amount at least sufficient to pay the Principal Portion and Interest Portion of the Basic Rent Payments represented by the Additional Certificates when due, and the Trustee shall have otherwise complied with the provisions of the Declaration of Trust with respect to the execution and sale of such Additional Certificates. The terms and provisions of any Additional Certificates shall be set forth in the Supplemental Declaration of Trust authorizing such Additional Certificates.

Section 5.02. Acquisition and Installation of the Project.

(a) The City represents, warrants, covenants and agrees as follows:

(i) It has entered into or will enter into one or more Project Agreements providing for the completion of the Project, including the acquisition and installation of the Leased Equipment, in accordance with the plans and specifications therefor;

(ii) It will cause the Project, including the acquisition and installation of the Leased Equipment, to be completed with all reasonable dispatch in accordance with the applicable provisions of this Lease;

(iii) All contracts entered into or to be entered into by the City relating to such work shall be in accordance with all applicable requirements of the laws of the State and shall have any performance bonds required by the laws of the State;

(iv) It has obtained or shall obtain all necessary or required permits, licenses, consents and approvals that are material for the purchase, installation, operation and maintenance

of the Leased Equipment and shall comply with all lawful requirements of any governmental body regarding the use or condition of the Leased Equipment, whether existing or later enacted or foreseen or unforeseen or whether involving any change in governmental policy or requiring structural or other change to the Leased Equipment and irrespective of the cost of so complying;

(v) It will pay all fees, costs and expenses incurred in completing the Project or, to the extent there are moneys in the Project Fund available therefor, will request the Trustee to make such payments from the Project Fund in the manner hereinafter provided and provided in the Declaration of Trust; and

(vi) It will ask, demand, sue for and use its best efforts to recover and receive such sums of money, debts or other demand to which it may be entitled under any contract, order, receipt, guaranty, warranty, writing or instruction in connection with the acquisition and installation of the Leased Equipment, and it will use its best efforts, to the extent economically reasonable, to enforce the provisions of any contract, agreement, obligation, bond or other security in connection therewith, and any such amounts received in connection with the foregoing, after deduction of expenses incurred in recovering such amounts, shall be paid to the Trustee for deposit in the Project Fund if the Completion Date has not occurred or for deposit in the Lease Revenue Fund if the Completion Date has occurred.

(b) If the Project or any portion thereof is delayed or fails to occur for any reason, there shall be no diminution in or postponement of the payments to be made by the City hereunder.

(c) The Trustee is not the agent or representative of the City, and the City is not the agent of the Trustee, and this Lease shall not be construed to make the Trustee liable to materialmen, contractors, subcontractors, craftsmen, laborers or others for goods or services delivered by them in connection with the Project or for debts or claims accruing to the aforesaid parties against the City. This Lease shall not create any contractual relation either expressed or implied between the Trustee and any materialmen, contractors, subcontractors, craftsmen, laborers or any other person supplying any work, labor or materials in connection with the Project. Notwithstanding anything herein or in the Declaration of Trust to the contrary, during the Lease Term, the Trustee shall not be deemed to exercise control over or be an operator or owner of the Leased Equipment and shall not be responsible or liable for the operation, use and maintenance of the Leased Equipment.

Section 5.03. Payment for Costs of the Project.

(a) In compliance with **Section 6.04** of the Declaration of Trust, costs and expenses of every nature incurred in connection with the Project that qualify as Costs of the Project, including Costs of Issuance, will be paid by the Trustee from the Project Fund upon receipt by the Trustee of a completed requisition certificate of the City signed by the Authorized Representative of the City containing the statements, representations and certifications set forth in the form of such requisition certificate attached hereto as **Exhibit B**.

(b) In making disbursements for Costs of the Project, the Trustee shall be entitled to conclusively rely upon each written requisition certificate executed by the Authorized Representative of the City without inquiry or investigation. It is understood that the Trustee shall *not* make any inspections of the Leased Equipment nor any improvements thereon, make any provision to obtain completion bonds, mechanic's or materialmen's lien releases or otherwise supervise any phase of the acquisition or installation of the Leased Equipment. The approval of each requisition certificate by the Authorized Representative of the City shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed.

Section 5.04. Completion Date; Excess Funds. The Completion Date for the Project shall be evidenced to the Trustee upon receipt by the Trustee of a certificate signed by the Authorized Representative of the City (the “**Completion Certificate**”) stating (a) the date on which the Project and acquisition and installation of the Leased was substantially completed, (b) that all Leased Equipment and other materials, personal property and equipment necessary for the Project have been acquired and installed, (c) that the Leased Equipment acquired and installed in connection with the Project has been acquired and installed in accordance with the plans and specifications and in conformance with all applicable zoning, planning, building, environmental and other similar governmental regulations, (d) that, except for Costs of the Project described in accordance with clause (e) below, all Costs of the Project, which is the subject of the Completion Certificate, have been paid and (e) the amounts, if any, to be retained in the Project Fund for the payment of Costs of the Project, if any, not yet due or Costs of the Project whose liability the City is contesting, and amounts that otherwise should be retained and the reasons they should be retained. The Completion Certificate may state that it is given without prejudice to any rights of the City that then exist or may subsequently come into being against third parties. Any amounts remaining in the account within the Project Fund for the Project which is the subject of the Completion Certificate, that are not needed to pay any remaining Costs of the Project shall be transferred to the Lease Revenue Fund.

Section 5.05. Warranties. The Trustee hereby assigns to the City for and during the Lease Term, all of its interest in all warranties, guarantees or other contract rights against any architect, contractor, subcontractor or supplier, expressed or implied, issued on or applicable to the Project or Leased Equipment, and the Trustee hereby authorizes the City to obtain the customary services furnished in connection with such warranties, guarantees or other contract rights at the City’s expense. The City’s sole remedy for the breach of such warranties, guarantees or other contract rights shall be against any architect, contractor, subcontractor or supplier, and not against the Trustee, nor shall such matter have any effect whatsoever on the rights of the Trustee with respect to this Lease, including the right to receive full and timely Basic Rent Payments and Supplemental Rent Payments. The City expressly acknowledges that the Trustee does not make nor has it made any representation or warranty whatsoever as to the existence or availability of such warranties, guarantees or other contract rights of the manufacturer or supplier of any portion of the Project or the Leased Equipment.

Section 5.06. DISCLAIMER OF WARRANTIES. THE TRUSTEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE LEASED EQUIPMENT OR ANY PART THEREOF, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL THE TRUSTEE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR THE CITY’S USE OF THE LEASED EQUIPMENT OR ANY PART THEREOF.

Section 5.07. Deficiency of Project Fund. If the Project Fund shall be insufficient to pay fully all Costs of the Project and to complete fully the acquisition and installation of the Leased Equipment lien free, the City shall pay, in cash, the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials and services as the same shall become due. The Trustee is not obligated to pay and shall not be responsible for any such deficiency, and the City shall save the Trustee whole and harmless from any obligation to pay such deficiency.

ARTICLE VI

IMPOSITIONS

Section 6.01. Impositions. The City shall bear, pay and discharge, before the delinquency thereof, as Supplemental Rent, all taxes and assessments, general and special, if any, that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Leased Equipment, including any taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Trustee or encumber the Leased Equipment (all of the foregoing being herein referred to as “**Impositions**”).

Section 6.02. Contest of Impositions. The City may, in its own name or in the Trustee’s name, contest the validity or amount of any Imposition that the City is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the contested Imposition becomes delinquent. The City may permit the Imposition so contested to remain unpaid during the period of such contest and any appeal therefrom provided the City provides the Trustee with either (a) an Opinion of Counsel, to the effect that by nonpayment of any such items the interest of the Trustee in the Leased Equipment will not be endangered or the Leased Equipment or any part thereof will not be subject to loss or forfeiture or (b) a written certification of the City that by nonpayment of any such items the interest of the Trustee in the Leased Equipment will not be endangered or the Leased Equipment or any part thereof will not be subject to loss or forfeiture. If the City is unable to provide either the above-described Opinion of Counsel or written certification, the City shall promptly pay such taxes, assessments or charges or provide the Trustee with full security against any loss that may result from nonpayment in form reasonably satisfactory to the Trustee. The Trustee agrees to cooperate with the City in connection with any and all administrative or judicial proceedings related to Impositions. To the extent permitted by law, and without waiver of the City’s sovereign immunity, the City will hold the Trustee whole and harmless from any costs and expenses the Trustee may incur with respect to any Imposition.

ARTICLE VII

INSURANCE; INDEMNITY

Section 7.01. Insurance Required .

(a) The City shall, during the Lease Term, cause the Leased Equipment to be kept continuously insured against such risks customarily insured against for property such as the Leased Equipment. In addition, the City shall maintain the following policies of insurance:

(i) Insurance insuring the Leased Equipment against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount not less than the replacement value of the Leased Equipment, and issued by such insurance company or companies authorized to do business in the State as may be selected by the City. The policy or policies of such insurance will name the City and the Trustee as insureds, as their respective interests may appear. All proceeds from such policies of insurance will be applied as provided in **Article IX** hereof.

(ii) Comprehensive general accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which the City and the Trustee are named as insureds, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to reasonable loss deductible clauses); and

(iii) Workers' compensation and unemployment coverages to the extent, if any, required by the laws of the State; and

(iv) Performance and labor and material payment bonds with respect to the Project Agreements in the full amount of the Project Agreements from surety companies qualified to do business in this State.

(b) On or prior to the expiration dates of the expiring policies, originals or copies of the policies required by this Section or certificates evidencing such insurance shall be delivered by the City to the Trustee. The City shall use reasonable efforts to ensure that all policies of such insurance, and all renewals thereof, shall contain a provision that the issuer thereof will provide prompt written notice to the Trustee of any cancellation, or termination and nonrenewal, of such insurance.

(c) Nothing in this Lease shall be construed as preventing the City from satisfying the insurance requirements herein set forth by using blanket policies of insurance provided each and all of the requirements and specifications of this Lease respecting insurance are complied with.

Section 7.02. Enforcement of Contract. In the event of material default of any contractor or subcontractor under a Project Agreement or any other contract made in connection with the acquisition, construction and installation of the Leased Equipment, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the City will promptly proceed, either separately or in conjunction with others, to pursue diligently the remedies of the City against the contractor or subcontractor in default and, if applicable, against each surety on a bond securing the performance of such contract. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery and after reimbursement to the City of any amounts theretofore paid by the City not previously reimbursed to the City for correction or remedying of the default which gave rise to the proceedings against the contractor or subcontractor, shall be paid to the Trustee for deposit in the Project Fund if received before the Completion Date and, if such funds are received after the Completion Date, for deposit in the Lease Revenue Fund to be used solely for the purpose of paying Basic Rent under this Lease.

Section 7.03. Release and Indemnification. To the extent permitted by law, but without waiver of the City's sovereign immunity, the City shall indemnify, protect, hold harmless, save and keep the Trustee and its employees and agents harmless from and against any and all liability, obligation, loss, claim, tax (other than income taxes or other taxes on or attributable to Rent Payments, if any, which are received by the Trustee in its individual capacity) and damage whatsoever and all expenses in connection therewith (including attorneys' fees and expenses) that are not caused by the negligence or willful misconduct of the party seeking indemnification, arising out of or as the result of (a) the entering into of this Lease, (b) the acquisition, construction and installation of the Leased Equipment, (c) injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Leased Equipment during the Lease Term, and (d) the breach of any covenant by the City herein or any material misrepresentation by the City contained herein; provided that the City shall have the right to conduct the Trustee's defense through counsel designated by the City and approved by the Trustee, which approval shall not be unreasonably withheld. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of this Lease or the Declaration of Trust for any reason.

ARTICLE VIII

COVENANTS OF THE CITY

Section 8.01. Maintenance and Modification of Leased Equipment by the City.

(a) The City will at its own expense (i) keep the Leased Equipment in a safe condition, (ii) with respect to the Leased Equipment, comply with all applicable health and safety standards and all other industrial requirements or restrictions enacted or promulgated by the State, or any political subdivision or agency thereof, or by the government of the United States of America or any agency thereof, and (iii) keep the Leased Equipment in good repair and in good operating condition and make from time to time all necessary repairs thereto and renewals and replacements thereof; provided, however, that the City will have no obligation to operate, maintain, preserve, repair, replace or renew any element or unit of the Leased Equipment, the maintenance, repair, replacement or renewal of which becomes uneconomical to the City because of damage, destruction or obsolescence, or change in economic or business conditions, or change in government standards and regulations. The City shall not permit or suffer others to commit a nuisance in or about the Leased Equipment or itself commit a nuisance in connection with its use or occupancy of the Leased Equipment. The City will pay all costs and expenses of operation of the Leased Equipment.

(b) The City may, also at its own expense, make from time to time any additions, modifications or improvements to the Leased Equipment that it may deem desirable for its business purposes and that do not materially impair the structural strength or effective use, or materially decrease the value, of the Leased Equipment. All additions, modifications or improvements made by the City pursuant to the authority of this Section shall (i) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (ii) when commenced, be pursued to completion with due diligence and (iii) when completed, be deemed a part of the Leased Equipment.

(c) During the Lease Term, the Leased Equipment will be used by the City only for the purpose of performing governmental or proprietary functions of the City consistent with the permissible scope of the City's authority.

Section 8.02. Tax Covenants. The City ratifies and confirms all of its covenants, representations and warranties contained in the Tax Compliance Agreement, as though set forth in full at this place. The City will, in addition, adopt such other resolutions and ordinances and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the Interest Portion of the Basic Rent will remain excluded from federal gross income, to the extent any such actions can be taken by the City. Notwithstanding anything to the contrary contained herein, the Tax Compliance Agreement may be amended or replaced if, in the opinion of Special Counsel, such amendments will not adversely affect the exclusion from gross income for federal income tax purposes of the Interest Portion of the Basic Rent.

Section 8.03. The City's Continuing Existence. The City will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a political subdivision of the State.

ARTICLE IX

CASUALTY AND CONDEMNATION

Section 9.01. Damage, Destruction and Condemnation.

(a) The City shall bear the risk of loss with respect to the Leased Equipment during the Lease Term. If (i) the Leased Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (ii) title to, or the temporary use of, the Leased Equipment or any part thereof shall be nonexistent or deficient or taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority (other than the City), the City will cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Leased Equipment, unless the City shall have exercised its option to purchase the Trustee's interest in the Leased Equipment by making payment of the Purchase Price as provided herein. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to the City and shall be held and appropriated by the City for the exclusive purpose of paying Rent under this Lease.

(b) If the City determines that the repair, restoration, modification or improvement of the Leased Equipment is not economically feasible or in the best interest of the City, then, in lieu of making such repair, restoration, modification or improvement and if permitted by law, the City shall promptly purchase the Trustee's interest in the Leased Equipment pursuant to **Section 10.01(c)** hereof by paying the Purchase Price and such Net Proceeds shall be applied by the City to such payment to the extent required for such payment. Any balance of the Net Proceeds remaining after paying the Purchase Price shall belong to the City.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 9.01** hereof and the City has not elected to purchase the Trustee's interest in the Leased Equipment pursuant to **Section 10.01(c)** hereof, the City shall complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if the City shall make any payments pursuant to this Section, the City shall not be entitled to any reimbursement therefor from the Trustee nor shall the City be entitled to any diminution of Rent.

ARTICLE X

OPTION TO PURCHASE; PARTIAL PREPAYMENT

Section 10.01. Purchase Option. The City shall have the option to purchase the Trustee's interest in the Leased Equipment, upon giving written notice to the Trustee at least 45 days before the date of purchase, at the following times and on the following terms:

(a) On or after the date when all Outstanding Certificates are subject to optional prepayment by the City, upon payment in full of Rent Payments then due hereunder plus a Purchase Price equal to 100% of the remaining Principal Portions of Basic Rent for the maximum Lease Term plus Interest Portions of Basic Rent accrued to the Prepayment Date.

(b) Upon deposit of moneys or Government Obligations or both with the Trustee in accordance with **Article X** of the Declaration of Trust in the amount necessary to provide for the

Basic Rent Payments until and on the Prepayment Date, and the Purchase Price calculated as described in (a) above on the Certificates to such Prepayment Date.

(c) In the event of substantial damage to or destruction or condemnation (other than condemnation by the City or any entity controlled by or otherwise affiliated with the City) of, or loss of title to, substantially all of the Leased Equipment, or as a result of changes in the constitution of the State or legislative or administrative action by the State or the United States, or this Lease becomes unenforceable, on the date the City specifies as the Prepayment Date in the City's notice to the Trustee of its exercise of the purchase option, upon payment in full of the Rent Payments then due hereunder plus then remaining Principal Portions of Basic Rent for the maximum Lease Term, plus Interest Portions of Basic Rent accrued to the prepayment date.

Section 10.02. Partial Prepayment.

(a) On or after the date any Outstanding Certificates are subject to optional prepayment by the City, the City may prepay the Basic Rent Payments in part, upon giving written notice to the Trustee at least 45 days before the Prepayment Date (unless the Trustee consents to a shorter notice period), at the Prepayment Price equal to 100% of the Principal Portion of Basic Rent being so prepaid plus the Interest Portion of Basic Rent accrued thereon to such Prepayment Date.

(b) The Principal Portion of Basic Rent prepaid pursuant to the provisions of this **Section 10.02** shall be in integral multiples of \$5,000 and shall be credited in the order of maturity as directed by the City. Upon any partial prepayment, the amount of each Interest Portion of Basic Rent coming due thereafter shall be reduced by the amount of such Interest Portion attributable to such prepaid Principal Portion determined by applying the annual interest rate corresponding to such prepaid Principal Portion as shown on **Exhibit A** hereto.

Section 10.03. Determination of Fair Rent and Purchase Price. The City hereby agrees and determines that the Rent hereunder during the Original Term and any Renewal Term represents the fair value of the use of the Leased Equipment and that the Purchase Price required to exercise the City's option to purchase the Trustee's interest in the Leased Equipment pursuant to **Section 10.01** represents the fair Purchase Price of the Leased Equipment. The City hereby determines that the Rent does not exceed a reasonable amount so as to place the City under an economic practical compulsion to renew this Lease or to exercise its option to purchase the Leased Equipment hereunder. In making such determinations, the City has given consideration to the Costs of the Project (which includes the cost of acquiring and installing the Leased Equipment), the uses and purposes for which the Leased Equipment will be employed by the City, the benefit to the City by reason of the acquisition and installation of the Leased Equipment and the use of the Leased Equipment pursuant to the terms and provisions of this Lease and the City's option to purchase the Leased Equipment. The City hereby determines and declares that the acquisition and installation of the Leased Equipment and the leasing of the Leased Equipment pursuant to this Lease will result in Leased Equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Leased Equipment were performed by the City other than pursuant to this Lease. The City hereby determines and declares that the maximum Lease Term does not exceed the useful life of the Leased Equipment.

ARTICLE XI

ASSIGNMENT

Section 11.01. Assignment and Subleasing by the City. Except as hereinafter expressly provided, none of the City's right, title and interest in, to and under the this Lease and in the Leased

Equipment may be assigned or encumbered by the City for any reason; except that the City may sublease any one or more parts of the Leased Equipment if the City obtains and provides to the Trustee an Opinion of Special Counsel that such subleasing will not adversely affect the exclusion of the Interest Portion of the Basic Rent Payments from gross income for purposes of federal income taxation. Any such sublease of all or part of the Leased Equipment shall be subject to this Lease and the rights of the Trustee in, to and under this Lease and the Leased Equipment.

ARTICLE XII

EVENTS OF DEFAULT

Section 12.01. Events of Default Defined.

- (a) Any of the following shall constitute an “**Event of Default**” under this Lease:
- (i) Failure by the City to make any deposits required by **Section 4.01** hereof to pay Basic Rent in the Lease Revenue Fund at the time specified herein;
 - (ii) Failure by the City to make any Supplemental Rent Payment when due and the continuance of such failure for 60 days after written notice specifying such failure and requesting that it be remedied is given to the City by the Trustee;
 - (iii) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in subsections (i) or (ii) above, for a period of 60 days after written notice specifying such failure and requesting that it be remedied is given to the City by the Trustee unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected;
 - (iv) Any statement, representation or warranty made by the City in or pursuant to this Lease or the execution, delivery or performance of either of them shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
 - (v) Any provision of this Lease shall at any time for any reason cease to be valid and binding on the City, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by the City or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of the Trustee; or
 - (vi) The City becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee, receiver or custodian for the City or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee, receiver or custodian for the City or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed by the City or a substantial part of its property and is not discharged within 60 days; or any bankruptcy, reorganization, debt arrangement, moratorium or any proceeding under bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is instituted by or against the State and, if instituted against the City, is consented to or acquiesced in by the City or is not dismissed within 60 days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, the Trustee shall have the right, without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to the City, the Trustee may declare all Rent payable by the City hereunder to the end of the Original Term or the then-current Renewal Term to be due;

(b) Upon notice that the Trustee has elected to terminate this Lease, the City shall, at its sole expense, uninstall the Leased Equipment and deliver it to the location specified by the Trustee, and the Trustee may thereafter sell the Leased Equipment or lease the Leased Equipment or, for the account of the City, sublease the Leased Equipment continuing to hold the City liable for the difference between (i) the Basic Rent Payments payable by the City hereunder for the Original Term or the then-current Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of the Trustee in exercising its remedies under this Lease, including without limitation all expenses of taking possession, storing, reconditioning, and selling or leasing or subleasing the Leased Equipment and all reasonable brokerage, auctioneers and attorneys' fees);

(c) The Trustee may terminate any rights the City may have in any funds held by the Trustee under the Declaration of Trust; and

(d) The Trustee may take whatever action at law or in equity necessary or desirable to enforce its rights in the Leased Equipment and under this Lease.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required in this Article. In the event the Trustee exercises any of the remedies provided herein, the City grants the Trustee the right of access to the Leased Equipment to make arrangements to sell or lease the Leased Equipment as provided herein.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Notices. All notices, certificates or other communications to be given or to be served upon any party in connection with this Lease shall be given in accordance with **Section 12.03** of the Declaration of Trust.

Section 13.02. Title to Leased Equipment. Title to the Leased Equipment shall vest in the City subject to Trustee's rights under this Lease; provided that title thereto shall thereafter immediately and without any action by the City vest in Trustee and the City shall immediately surrender possession thereof to the Trustee upon (i) any termination of this Lease without the City exercising its option to purchase pursuant to **Section 10.01** or (ii) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to the Trustee pursuant to this Section shall occur automatically without the necessity of any deed, bill of sale, certificate of title or other instrument of conveyance.

Nevertheless, the City shall execute and deliver any such instruments as the Trustee may request to evidence such transfer.

Section 13.03. Personal Property and Security Interest.

(a) The Trustee and the City agree that the Leased Equipment is and will remain personal property. The Leased Equipment will not be deemed to be affixed to or a part of the real estate on or under which it may be situated, notwithstanding that the Leased Equipment or any part thereof may be or hereafter become in any manner physically affixed to, buried in or otherwise attached to such real estate or any building thereon. The City will, at the City's expense, furnish a waiver of any interest in the Leased Equipment from any party having an interest in any such real estate or building.

(b) To secure the payment of all of the City's obligations under this Lease, to the extent permitted by law, the Trustee retains a security interest in the Leased Equipment and in all additions, attachments, accessions thereto, substitutions therefor and on any proceeds therefrom. The City shall execute all additional documents, including financing statements, affidavits, notices and similar instruments that are necessary or appropriate to establish and maintain such security interest. The City will provide to the Trustee copies of any financing statements it files or causes to be filed in connection with any security interest granted hereunder. The City hereby authorizes the filing of any financing statements or continuation statements required under the Uniform Commercial Code in connection with any security interest granted hereunder.

Section 13.04. Waiver of Personal Liability.

(a) All liabilities under this Lease and the Declaration of Trust on the part of the Trustee are solely liabilities of the Trustee serving as Trustee under the Declaration of Trust, and, to the extent permitted by law and without waiver of the City's sovereign immunity, the City hereby releases each and every director, employee, agent, attorney and officer of the Trustee of and from any personal or individual liability under this Lease and Declaration of Trust. No director, employee, agent, attorney or officer of the Trustee will 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 Trustee hereunder. The Trustee will not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

(b) All liabilities under this 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 Lease. No official, member, employee or agent of the City will 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 City hereunder.

Section 13.05. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Trustee and the City and their respective successors and assigns.

Section 13.06. Amendments, Changes and Modifications. This Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of the Trustee and the City and as provided in the Declaration of Trust.

Section 13.07. Electronic Transactions. The Trustee and the City agree that the transaction described herein may be conducted and related documents may be sent, stored and received by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original

executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Trustee and the City have caused this Lease to be executed in their names by their duly authorized representatives as of the date first above written.

(SEAL)

UMB BANK, N.A.,
as Trustee and Lessor

By: _____
Name:
Title:

ATTEST:

By _____
Name:
Title:

CITY OF PLEASANT HILL, MISSOURI

(SEAL)

By: _____
Name: John King
Title: Mayor

ATTEST:

Name: Jodie Wasson
Title: City Clerk

SCHEDULE 1
TO LEASE PURCHASE AGREEMENT

DESCRIPTION OF THE LEASED EQUIPMENT

The Leased Equipment consists of the new bleachers and the acquisition and installation of various equipment and apparatus relating thereto at the City's outdoor fairgrounds located at 308 W. Commercial Street in the City, to the extent that the costs have been paid from proceeds of the Series 2025 Certificates in connection with the Project. **Under this Lease, the Trustee and the City agree that the Leased Equipment is and shall remain personal property, notwithstanding that it may be in any way affixed to real property. The Leased Equipment does not include any interests in real property.**

EXHIBIT A
TO LEASE PURCHASE AGREEMENT

SCHEDULE OF BASIC RENT PAYMENTS⁽¹⁾

Basic Rent Payment Date	Principal Portion	Interest Rate	Interest Portion	Total Basic Rent Payment	Total Fiscal Year Basic Rent Payments	Remaining Principal Portions
12/01/2025	--	--	\$10,583.11	\$10,583.11	\$10,583.11	\$490,000.00
06/01/2026	\$15,000.00	3.600%	11,686.88	26,686.88	--	475,000.00
12/01/2026	-	--	11,416.88	11,416.88	38,103.76	475,000.00
06/01/2027	15,000.00	3.600%	11,416.88	26,416.88	--	460,000.00
12/01/2027	-	--	11,146.88	11,146.88	37,563.76	460,000.00
06/01/2028	15,000.00	3.800%	11,146.88	26,146.88	--	445,000.00
12/01/2028	-	--	10,861.88	10,861.88	37,008.76	445,000.00
06/01/2029	20,000.00	4.000%	10,861.88	30,861.88	--	425,000.00
12/01/2029	-	--	10,461.88	10,461.88	41,323.76	425,000.00
06/01/2030	20,000.00	4.150%	10,461.88	30,461.88	--	405,000.00
12/01/2030	-	--	10,046.88	10,046.88	40,508.76	405,000.00
06/01/2031	20,000.00	4.750%	10,046.88	30,046.88	--	385,000.00
12/01/2031	-	--	9,571.88	9,571.88	39,618.76	385,000.00
06/01/2032	20,000.00	4.750%	9,571.88	29,571.88	--	365,000.00
12/01/2032	-	--	9,096.88	9,096.88	38,668.76	365,000.00
06/01/2033	20,000.00	4.750%	9,096.88	29,096.88	--	345,000.00
12/01/2033	-	--	8,621.88	8,621.88	37,718.76	345,000.00
06/01/2034	20,000.00	4.750%	8,621.88	28,621.88	--	325,000.00
12/01/2034	-	--	8,146.88	8,146.88	36,768.76	325,000.00
06/01/2035	25,000.00	4.750%	8,146.88	33,146.88	--	300,000.00
12/01/2035	-	--	7,553.13	7,553.13	40,700.01	300,000.00
06/01/2036	25,000.00	4.750%	7,553.13	32,553.13	--	275,000.00
12/01/2036	-	--	6,959.38	6,959.38	39,512.51	275,000.00
06/01/2037	25,000.00	5.000%	6,959.38	31,959.38	--	250,000.00
12/01/2037	-	--	6,334.38	6,334.38	38,293.76	250,000.00
06/01/2038	25,000.00	5.000%	6,334.38	31,334.38	--	225,000.00
12/01/2038	-	--	5,709.38	5,709.38	37,043.76	225,000.00
06/01/2039	30,000.00	5.000%	5,709.38	35,709.38	--	195,000.00
12/01/2039	-	--	4,959.38	4,959.38	40,668.76	195,000.00
06/01/2040	30,000.00	5.000%	4,959.38	34,959.38	--	165,000.00
12/01/2040	-	--	4,209.38	4,209.38	39,168.76	165,000.00
06/01/2041	30,000.00	5.000%	4,209.38	34,209.38	--	135,000.00
12/01/2041	-	--	3,459.38	3,459.38	37,668.76	135,000.00
06/01/2042	30,000.00	5.125%	3,459.38	33,459.38	--	105,000.00
12/01/2042	-	--	2,690.63	2,690.63	36,150.01	105,000.00
06/01/2043	35,000.00	5.125%	2,690.63	37,690.63	--	70,000.00
12/01/2043	-	--	1,793.75	1,793.75	39,484.38	70,000.00
06/01/2044	35,000.00	5.125%	1,793.75	36,793.75	--	35,000.00
12/01/2044	-	--	896.88	896.88	37,690.63	35,000.00
06/01/2045	35,000.00	5.125%	896.88	35,896.88	35,896.88	--
TOTAL	\$490,000.00	--	\$290,145.17	\$780,145.17	\$780,145.17	--

⁽¹⁾ Pursuant to **Section 4.01** of this Lease, to provide for the timely payment of Basic Rent, the City will pay to the Trustee for deposit in the Lease Revenue Fund not less than five (5) Business Days before each Basic Rent Payment Date, the amount due on such Basic Rent Payment Date.

EXHIBIT B
TO LEASE PURCHASE AGREEMENT

FORM OF WRITTEN REQUEST FOR DISBURSEMENT FROM PROJECT FUND

Requisition No. _____

Date: _____

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

Pursuant to **Section 5.03** of the Lease Purchase Agreement dated as of June 1, 2025 (the “**Lease**”), between UMB Bank, N.A., as lessor and trustee (the “**Trustee**”) and the City of Pleasant Hill, Missouri, as lessee (the “**City**”), and **Section 6.04** of the Declaration of Trust dated as of June 1, 2025 (the “**Declaration of Trust**”), the City hereby requests payment in accordance with this request and said sections of the Lease and the Declaration of Trust, and the City hereby states and certifies:

1. All capitalized terms used in this request have the meanings assigned in the Lease and the Declaration of Trust;
2. The names of the persons, firms or corporations, if any, to whom the payments requested hereby are due, the amounts to be paid are as set forth on **Attachment I** hereto;
3. The amount hereby requested has been paid or is justly due and is hereby requested to be paid to (a) contractors, subcontractors, materialmen, engineers, or other persons (which may include the City) (whose names and addresses are stated on **Attachment I** hereto) who have performed necessary and appropriate work or furnished necessary and appropriate materials in connection with the Project or (b) to the persons listed on **Attachment I** for Costs of Issuance (a brief description of such work and materials and the several amounts so paid or due being set forth on **Attachment I** hereto);
4. No part of the several amounts paid or due, as stated in this certificate has been, is being or will be made the basis for the withdrawal of any moneys in any previous, pending or subsequently filed certificate;
5. The amount remaining in the Project Fund, together with other available funds of the City, will, after payment of the amounts requested, be sufficient to pay the cost of completing the Project in accordance with an estimate of the cost of work not yet completed.
6. This certificate contains no request for payment on account of any retained percentage that the City is at the date of such certificate entitled to retain.
7. 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 this certificate that has not been released or will not be released simultaneously with the payment of such obligation.
8. For the purpose of assuring proper direction and credit of payment, invoices, statements, vouchers or bills for the amounts requested, except as to any retainage, related to amounts specified in this certificate are attached hereto.

9. With respect to this disbursement, the City (a) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (b) agrees it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

Pursuant to **Section 5.03** of the Lease and **Section 6.04** of the Declaration of Trust, the City hereby states and certifies that (a) each of the City's representations contained in the Lease is true, correct and not misleading as though made as of the date hereof, and (b) no event exists that constitutes, or with the giving of notice of the passage of time or both would constitute, an Event of default.

CITY OF PLEASANT HILL, MISSOURI

By: _____
Authorized Representative

**ATTACHMENT I
TO WRITTEN REQUEST FOR DISBURSEMENT FROM PROJECT FUND**

SCHEDULE OF PAYMENTS REQUESTED

(to be paid in accordance with the invoices attached hereto)

<u>Payee and Address</u>	<u>Amount</u>	<u>Description</u>
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