

\$490,000
CITY OF PLEASANT HILL, MISSOURI
CERTIFICATES OF PARTICIPATION
(CITY OF PLEASANT HILL, MISSOURI, LESSEE)
SERIES 2025

CERTIFICATE PURCHASE AGREEMENT

June 9, 2025

Mayor and City Council
City of Pleasant Hill, Missouri

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

Ladies and Gentlemen:

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Certificate Purchase Agreement, the undersigned, Central States Capital Markets, Prairie Village, Kansas (the **“Underwriter”**), hereby offers to purchase \$490,000 aggregate principal amount of Certificates of Participation (City of Pleasant Hill, Missouri, Lessee), Series 2025 (the **“Series 2025 Certificates”**), to be delivered by UMB Bank, N.A., Kansas City, Missouri, as trustee (the **“Trustee”**), at the direction of the City of Pleasant Hill, Missouri (the **“City”**), under and pursuant to a Declaration of Trust dated June 1, 2025, made by the Trustee (the **“Declaration of Trust”**). *Capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration of Trust.*

SECTION 1. DISTRICT’S REPRESENTATIONS, WARRANTIES AND AGREEMENTS

By its acceptance hereof, the City hereby represents and warrants to, and agrees with, the Underwriter and the Trustee as follows:

(a) The City is a special charter city and political subdivision organized and existing under the laws of the State of Missouri. The City is authorized (1) to lease the Leased Equipment from the Trustee pursuant to the Lease Purchase Agreement dated as of June 1, 2025 (the **“Lease”**), between the Trustee, as lessor, and the City, as lessee, (2) to enter into the Tax Compliance Agreement dated as of June 18, 2025 (the **“Tax Compliance Agreement”**) and (3) to enter into this Certificate Purchase Agreement between the City, the Trustee and the Underwriter.

(b) The City has full power and authority to enter into the transactions contemplated by this Certificate Purchase Agreement, the Lease and the Tax Compliance Agreement (collectively, the **“City Documents”**), and any and all other agreements relating thereto.

(c) To the best of the knowledge and belief of the City, the information contained in the Preliminary Official Statement dated June 5, 2025, and in the Official Statement dated June 9, 2025, and in any amendment or supplement that may be authorized by the City for use with respect to the Series 2025 Certificates (hereinafter collectively referred to as the “**Official Statement**”) is, and as of the Closing Time (hereinafter defined) will be, true and does not omit and will not omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The City hereby deems the information regarding the City contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the purchasers and other terms of the Series 2025 Certificates depending on such matters.

(d) If, prior to the earlier of (1) 90 days after the “end of the underwriting period” (as defined in Rule 15c2-12 under the Securities Exchange Act of 1934 (the “**1934 Act**”)) or (2) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case earlier than 25 days after the end of the underwriting period, any event occurs relating to or affecting the City, as a result of which it is necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances existing when the Official Statement is delivered to a purchaser, not materially misleading, or the Official Statement is required to be amended or supplemented to comply with law, the City shall promptly prepare and furnish, at the expense of the City, to the Underwriter and to the dealers (whose names and addresses the Underwriter will furnish to the City) to which Series 2025 Certificates may have been sold by the Underwriter and to any other dealers upon request, such amendments or supplements to the Official Statement as may be necessary so that the statements in the Official Statement as so amended or supplemented will not, in the light of the circumstances existing when the Official Statement is delivered to a purchaser of the Series 2025 Certificates, be misleading or so that the Official Statement will comply with law.

(e) Within seven business days after the date of this Certificate Purchase Agreement or within sufficient time to accompany any confirmation that requests payment from any customer of the Underwriter, whichever is earlier, the City shall provide to the Underwriter sufficient copies of the Official Statement to enable the Underwriter to comply with any applicable law.

(f) From the date hereof until the Closing Time, the City shall furnish the Underwriter with a copy of any proposed amendment or supplement to the Official Statement for review and shall not use any such proposed amendment or supplement to which the Underwriter reasonably objects.

(g) The City has or will have, by the Closing Time, duly authorized all necessary action to be taken for (1) the execution and delivery of the Lease and the Tax Compliance Agreement; (2) the approval of the Official Statement; (3) the execution, delivery or receipt, as appropriate, of this Certificate Purchase Agreement, the other City 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 (4) the carrying out, giving effect to and consummation of the transactions contemplated hereby or by the Official Statement. The City has or will have, by the Closing Time, also approved the Declaration of Trust. Executed counterparts of the City

Documents, the Declaration of Trust and the Official Statement will be delivered to the Underwriter by the City at the Closing Time.

(h) The City 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.

(i) Except as set forth 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 or by the Official Statement or the validity or enforceability of the City Documents, the Series 2025 Certificates, the Declaration of Trust, 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 by the Official Statement.

(j) To the best of the knowledge and belief of the City, the execution and delivery of the Official Statement, the City Documents and the other agreements and documents contemplated hereby or by the Official Statement, and the performance by the City of its obligations under the aforementioned, do not and will not violate any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease, note or other obligation or instrument to which the City is subject or by which it is or may be bound.

(k) 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.

(l) The City will deliver or cause to be delivered all opinions, certificates and other documents, as provided herein, covering, among other things, the due authorization, execution and delivery by the City of the City Documents.

(m) To the best of the knowledge and belief of the City, no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute an Event of Default under the documents to which the City is a party.

(n) The City hereby confirms the authorization of the Mayor or City Administrator of the City to receive, and acknowledge receipt of written disclosures provided by the Underwriter to the City, pursuant to Rule G-17 of the Municipal Securities Rulemaking Board, solely to facilitate the Underwriter's compliance with Rule G-17.

SECTION 2. TRUSTEE'S REPRESENTATIONS, WARRANTIES AND AGREEMENTS

By its acceptance hereof, the Trustee hereby represents and warrants to, and agrees with, the Underwriter and the City as follows:

(a) The Trustee is a national banking association duly and legally organized and existing under the laws of the United States of America, having a corporate trust office located in Kansas City, Missouri, and is authorized to accept and execute trusts of the character set forth in the Declaration of Trust under and by virtue of the laws of the State of Missouri, and is duly authorized to perform corporate trust functions in the State of Missouri. The Trustee is authorized pursuant to such laws and all regulations promulgated thereunder to lease the Leased Equipment to the City pursuant to the Lease.

(b) The documents to which the Trustee is a party, when executed and delivered by the Trustee, will be the legal, valid and binding obligations of the Trustee enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by an applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the Trustee and further subject to the availability of equitable remedies.

(c) 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 Trustee's knowledge, threatened against or affecting the Trustee (or, to the Trustee's knowledge, any basis therefor) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the transactions contemplated hereby or by the Official Statement or the validity or enforceability of the Lease, the Declaration of Trust, the Series 2025 Certificates, the Tax Compliance Agreement, 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 by the Official Statement.

(d) The execution and delivery of this Certificate Purchase Agreement, the Lease, the Declaration of Trust, the Series 2025 Certificates, the Tax Compliance Agreement, the documents to which the Trustee is a party and the other agreements and documents contemplated hereby or by the Official Statement, and the performance by the Trustee of its obligations under the aforementioned, do not and will not violate any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease, note or other obligation or instrument to which the Trustee is subject or by which it is or may be bound.

SECTION 3. PURCHASE, SALE AND DELIVERY OF THE CERTIFICATES

(a) On 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 from the Trustee, at the direction of the City, the Series 2025 Certificates at a purchase price of \$481,425.00 (which represents the original principal amount of the Series 2025 Certificates (\$490,000.00) less an underwriting discount of \$8,575.00).

(b) The City acknowledges and agrees that (1) the purchase and sale of the Series 2025 Certificates pursuant to this Certificate Purchase Agreement is an arm's-length commercial transaction among the Trustee, the City and the Underwriter, (2) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Trustee or the City, (3) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the Trustee or the City with respect to (A) the offering of the Series 2025 Certificates or the process leading thereto (whether or not the Underwriter has advised or is currently advising the City on other matters) or (B) any other obligation to the City, except the obligations expressly set forth in this Certificate Purchase

Agreement and (4) the City has consulted with its own legal and other professional advisors to the extent it deemed appropriate in connection with the offering of the Series 2025 Certificates.

(c) The Underwriter initially agrees to offer the Series 2025 Certificates to the public at the prices set forth on **Schedule 1** hereto, but may subsequently change such offering prices (except to the extent the Underwriter may have agreed to comply with the hold-the-offering-price rule in **Section 4**); the Underwriter agrees to notify the City of such changes, if such changes occur prior to the Closing Time, but failure so to notify will not invalidate such changes. The Underwriter may offer and sell the Series 2025 Certificates to certain dealers (including dealers depositing the Series 2025 Certificates into investment trusts) at prices lower than the public offering prices.

(d) The Series 2025 Certificates shall be delivered under and secured as provided in the Declaration of Trust. The Series 2025 Certificates shall have the maturities and interest rates set forth on **Schedule 1** hereto, and shall be subject to prepayment as shall be set forth in the Declaration of Trust and the Official Statement.

(e) Payment for the Series 2025 Certificates shall be made by federal wire transfer or certified or official bank check or draft in immediately available federal funds payable to the order of the Trustee for the account of the City, at the offices of Gilmore & Bell, P.C., 2405 Grand Blvd., Suite 1100, Kansas City, Missouri 64108, at 10:00 a.m. local time, on June 18, 2025, or such other date as shall be mutually agreed upon by the City, the Trustee and the Underwriter. Upon such payment, the Series 2025 Certificates shall be delivered and released upon the instructions of the Underwriter to The Depository Trust Company, New York, New York (“DTC”). 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**.”

(f) The delivery of the Series 2025 Certificates shall be made in book-entry only form, bearing CUSIP numbers (provided neither the printing of a wrong number on any Series 2025 Certificate nor the failure to print a number thereon shall constitute cause to refuse delivery of any Series 2025 Certificate) as fully registered certificates (in such denominations as the Underwriter shall specify in writing at least 48 hours prior to the Closing Time). The Series 2025 Certificates will be registered in the name of Cede & Co., as nominee of DTC under DTC’s book-entry-only system, will be delivered to the Trustee and held pursuant to DTC’s Fast Automated Securities Transfer (FAST) procedures, and will be made available to the Underwriter at least 24 hours prior to the Closing Time for inspection upon delivery to the Trustee or at such other place as may be agreed upon by the City and the Underwriter.

(g) In conjunction with (i) an audit or inquiry by the Internal Revenue Service or the Securities and Exchange Commission relating to the pricing of the Series 2025 Certificates, or (ii) the implementation of future regulation or similar guidance from the Internal Revenue Service, the Securities and Exchange Commission or other federal or state regulatory authority regarding the retention of pricing data for the Series 2025 Certificates, at the request of the City, the Underwriter will provide information explaining the factual basis for the Underwriter’s representations herein and in the Underwriter’s Receipt and Representations relating to the pricing of the Series 2025 Certificates, other than information that would identify customers (e.g., name or account number). This agreement by the Underwriter to provide such information will continue to apply after the Closing Time but shall not extend to any customer data or other confidential or proprietary information of the Underwriter.

SECTION 4. ESTABLISHMENT OF ISSUE PRICE

(a) For purposes of this **Section 4** the following definitions shall apply:

“Effective Time” means the time on the Sale Date that this Certificate Purchase Agreement to purchase the Series 2025 Certificates becomes enforceable.

“Holding Period” means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the Sale Date; or
- (2) the date and time at which the Purchaser has sold at least 10% of that Undersold Maturity of the Series 2025 Certificates to the Public at one or more prices that are no higher than the Initial Offering Price.

“Initial Offering Price” means the price listed on **Schedule 1** for each Maturity.

“Maturity” means Series 2025 Certificates with the same credit and payment terms; Series 2025 Certificates with different maturity dates, or Series 2025 Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

“Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

“Purchaser” means Central States Capital Markets, Prairie Village, Kansas.

“Sale Date” means the date of execution of this Certificate Purchase Agreement.

“Undersold Maturity” or **“Undersold Maturities”** means any Maturity for which less than 10% of the principal amount of Series 2025 Certificates of that Maturity have been sold.

“Underwriting Firm” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025 Certificates to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Series 2025 Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2025 Certificates to the Public).

- (b) The Purchaser represents and agrees as follows:

(1) As of the Effective Time, all of the Series 2025 Certificates have been the subject of an initial offering to the Public.

(2) As of the Effective Time, none of the Series 2025 Certificates have been sold to any person at a price higher than the Initial Offering Price for that Maturity.

(3) During the Holding Period, each Underwriting Firm agrees it will not offer nor sell Series 2025 Certificates of an Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.

(4) Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period does or shall contain the agreement referenced in 3 above.

(5) The Purchaser will assist the City in establishing the issue price of the Series 2025 Certificates and shall execute and deliver to the City at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, to demonstrate, as applicable, the sales price or prices or the Initial Offering Price of the Series 2025 Certificates.

SECTION 5. CONDITIONS TO THE UNDERWRITER’S OBLIGATIONS

The Underwriter’s obligations hereunder shall be subject to the due performance by the City of its respective obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the City’s representations and warranties contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

(a) At the Closing Time,

(1) The City Documents, the Declaration of Trust, the Series 2025 Certificates and the Official Statement 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;

(2) The proceeds of the sale of the Series 2025 Certificates shall have been deposited and applied as described in the Declaration of Trust;

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

(b) At the Closing Time, the Underwriter shall receive:

(1) The opinion, in form and substance reasonably satisfactory to the Underwriter, dated as of the Closing Date, of Gilmore & Bell, P.C., Kansas City, Missouri, as Special Counsel to the City, relating to the valid authorization and delivery of the Series 2025 Certificates, the due authorization, execution and delivery of the City Documents, the exclusion of Interest Portion of Basic Rent Payments to be paid by the City and distributable to the owners of the Series 2025 Certificates from gross income for federal and Missouri income tax purposes and certain other matters;

(2) A certificate, in form and substance reasonably satisfactory to the Underwriter and Special Counsel, of the Trustee, dated as of the Closing Date;

(3) A certificate, in form and substance reasonably satisfactory to the Underwriter and Special Counsel, of the City, dated as of the Closing Date;

(4) A completed form 8038-G (Information Return for Tax-Exempt Governmental Obligations); and

(5) Such additional certificates and other documents as the Underwriter may reasonably request to evidence performance or compliance with the provisions hereof and the transactions contemplated hereby and by the Declaration of Trust, the City Documents and the Official Statement, all such certificates and other documents to be satisfactory in form and substance to the Underwriter.

SECTION 6. CONDITIONS TO OBLIGATIONS

The obligations of each party hereunder are subject to the performance of the obligations of each other party hereunder.

SECTION 7. THE UNDERWRITER'S RIGHT TO CANCEL

The Underwriter shall have the right to cancel its obligations hereunder to purchase the Series 2025 Certificates (and such cancellation shall not constitute a default for purposes of **Section 9** hereof) by notifying the City and the Trustee in writing or by telegram 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) A committee of the House of Representatives or the Senate of the Congress of the United States begins active consideration of legislation, or a tentative decision with respect to legislation is reached by such a committee, or legislation is favorably reported by such a committee or is introduced, by amendment or otherwise, in or is passed by the House of Representatives or the Senate, or is recommended to the Congress of the United States for passage by the President of the United States, or is enacted by the Congress of the United States, which would have the purpose or effect of imposing federal income taxation upon interest received on the Series 2025 Certificates or on obligations of the general character of the Series 2025 Certificates, which, in the Underwriter's opinion, materially adversely affects the market price of the Series 2025 Certificates;

(b) A decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States is rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service is made or proposed, or any other event has occurred, which has the purpose or effect of imposing federal income taxation upon interest received on the Series 2025 Certificates or on obligations of the general character of the Series 2025 Certificates which, in the Underwriter's opinion, materially adversely affects the market price of the Series 2025 Certificates;

(c) Any legislation, ordinance, rule or regulation is introduced in or is enacted by the General Assembly of the State of Missouri or by any other governmental body, department or agency of the State of Missouri, or a decision by any court of competent jurisdiction within the State of Missouri is rendered which, in the Underwriter's opinion, materially adversely affects the market price of the Series 2025 Certificates, or litigation challenging any statute under which the Series 2025 Certificates are to be executed and delivered is filed in any court in the State of Missouri;

(d) A stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter is issued or made to the effect that the delivery, offering or sale of obligations of the general character of the Series 2025 Certificates, or the delivery, offering or sale of the Series 2025 Certificates, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the federal securities laws, the Securities Act of 1933, as amended and as then in effect, or the registration provisions of the 1934 Act, as amended and as then in effect, or the qualification provisions of the Trust Indenture Act of 1939, as amended and as then in effect;

(e) Legislation is enacted by the Congress of the United States of America, or a decision by a court of the United States of America is rendered, to the effect that obligations of the general character of the Series 2025 Certificates, or the Series 2025 Certificates, including all the underlying obligations, are not exempt from registration under or from other requirements of the Securities Act of 1933, as amended and as then in effect, or the 1934 Act, as amended and as then in effect, or that the Declaration of Trust is not exempt from qualification under, or other requirements of, the Trust Indenture Act of 1939, as amended and as then in effect;

(f) Additional material restrictions not in force as of the date hereof have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(g) The New York Stock Exchange or any other national securities exchange, or any governmental authority, imposes, as to the Series 2025 Certificates or obligations of the general character of the Series 2025 Certificates, any material restrictions not now in force, or increases materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(h) Any general banking moratorium has been established by federal, New York or Missouri authorities;

(i) A material default has occurred with respect to the obligations of, or proceedings have been instituted under the Federal bankruptcy laws or any similar state laws by or against, any state of the United States or any city located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a city or state which, in the Underwriter's opinion, materially adversely affects the market price of the Series 2025 Certificates;

(j) Any event has occurred, or information becomes known, which, in the Underwriter's opinion, makes untrue in any material respect any statement or information contained in the Official Statement as originally circulated, or has the effect that the Official Statement as originally circulated contains an untrue statement of a material fact or omits to state

a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

(k) A war involving the United States has been declared, or any conflict involving the armed forces of the United States has escalated, or any other national emergency relating to the effective operation of government or the financial community has occurred, which, in the Underwriter's opinion, materially adversely affects the market price of the Series 2025 Certificates. The Underwriter acknowledges that no such war, conflict or national emergency exists as of the date hereof.

SECTION 8. REPRESENTATIONS, WARRANTIES AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations, warranties, and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of the Series 2025 Certificates to the Underwriter, regardless of any investigations made by the Underwriter.

SECTION 9. PAYMENT OF EXPENSES

Whether or not the Series 2025 Certificates are delivered by the Trustee 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 2025 Certificates are delivered by the Trustee to the Underwriter, all expenses and costs to effect the authorization, preparation, delivery and sale of the Series 2025 Certificates (including, without limitation, the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Series 2025 Certificates, the Official Statement, this Certificate Purchase Agreement and all other agreements and documents contemplated hereby, trustee fees, insurance premiums, Special Counsel fees, municipal advisor fees and CUSIP fees) shall be paid by the City out of the proceeds of the Series 2025 Certificates deposited with the Trustee. If the Series 2025 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.

SECTION 10. USE OF OFFICIAL STATEMENT

The City hereby ratifies and confirms the Underwriter's use of the Preliminary Official Statement in connection with the sale of the Series 2025 Certificates; and the City authorizes the use of, and the City will make available, the Official Statement for the use by the Underwriter in connection with the sale of the Series 2025 Certificates.

SECTION 11. NOTICES

Any notice or other communication to be given to the City, the Trustee or the Underwriter under this Certificate Purchase Agreement may be given by mailing or delivering the same in writing to such parties at the following addresses:

(a) To the City:

City of Pleasant Hill, Missouri
203 Paul Street
Pleasant Hill, Missouri 64080
Attn: City Administrator
Telephone: (816) 540-3135

(b) To the Trustee:

UMB Bank, N.A.
928 Grand Blvd, 12th Floor
Mail Stop 1011201
Kansas City, Missouri 64106
Attn: Corporate Trust Department
Telephone: (816) 860-1557

(c) To the Underwriter:

Central States Capital Markets
4200 W. 83rd Street, Suite 101
Prairie Village, Kansas 66208
Attn: Jim Brownfield
Telephone: 913-766-5631

SECTION 12. 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, the Trustee or the Underwriter.

SECTION 13. EXECUTION OF COUNTERPARTS; ELECTRONIC TRANSACTION

This Certificate Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. The parties agree that the transaction described herein may be conducted and related documents may be stored, sent or received by electronic means.

SECTION 14. RIGHTS HEREUNDER

This Certificate Purchase Agreement is made for the benefit of the City, the Trustee and the Underwriter and no other person including any purchaser of the Series 2025 Certificates shall acquire or have any rights hereunder or by virtue hereof.

SECTION 15. ANTI-BOYCOTT OF ISRAEL

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

SECTION 16. EFFECTIVE DATE

This Certificate Purchase Agreement shall become effective upon acceptance hereof by the City and the Trustee.

[Remainder of this page intentionally left blank.]

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

Very truly yours,

CENTRAL STATES CAPITAL MARKETS

By: _____
Name: _____
Title: _____

Accepted and agreed to on June 9, 2025.

CITY OF PLEASANT HILL, MISSOURI

By: _____
Name: John King
Title: Mayor

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

UMB BANK, N.A., as Trustee

By: _____
Title: Authorized Officer

**SCHEDULE 1
TO THE CERTIFICATE PURCHASE AGREEMENT**

**\$490,000
PUBLIC WATER SUPPLY DISTRICT NO. 2 OF CLAY COUNTY, MISSOURI
CERTIFICATES OF PARTICIPATION
(CITY OF PLEASANT HILL, MISSOURI, LESSEE)
SERIES 2025**

Serial Certificates

Maturity Date (June 1)	Principal Amount	Interest Rate	Initial Offering Price
2026	\$15,000	3.600%	100.000%
2027	15,000	3.600	100.000
2028	15,000	3.800	100.000
2029	20,000	4.000	100.000
2030	20,000	4.150	100.000

Term Certificates

Maturity Date (June 1)	Principal Amount	Interest Rate	Initial Offering Price
2036	\$130,000	4.750%	100.000%
2041	140,000	5.000	100.000
2045	135,000	5.125	100.000

Optional Prepayment of Series 2025 Certificates. The Series 2025 Certificates maturing on June 1, 2031, and thereafter shall be subject to optional prepayment, as a whole or in part, on June 1, 2030, or any date thereafter, at a Prepayment Price equal to 100% of the Principal Portion of Basic Rent represented by the Series 2025 Certificates being prepaid, plus the Interest Portion of Basic Rent accrued to the Prepayment Date, from amounts paid by the City upon the exercise of its option to purchase the Trustee's interest in the Leased Equipment or to partially prepay Basic Rent Payments pursuant to the terms of the Lease.

Mandatory Prepayment of Series 2025 Certificates. The Series 2025 Certificates with stated maturity dates of June 1, 2036, June 1, 2041, and June 1, 2045 (the “**Series 2025 Term Certificates**”), shall be subject to mandatory prepayment pursuant to the mandatory prepayment requirements of the Declaration of Trust at a Prepayment Price equal to 100% of the Principal Component of Basic Rent represented by the Series 2025 Term Certificates being prepaid plus the Interest Component of such Basic Rent accrued to the Prepayment Date, as follows:

Series 2025 Term Certificates Maturing on June 1, 2036		Series 2025 Term Certificates Maturing on June 1, 2041	
Prepayment Date		Prepayment Date	
<u>June 1</u>	<u>Principal Portion</u>	<u>June 1</u>	<u>Principal Portion</u>
2031	\$20,000	2037	\$25,000
2032	20,000	2038	25,000
2033	20,000	2039	30,000
2034	20,000	2040	30,000
2035	25,000	2041 ⁺	30,000
2036 ⁺	25,000		

Series 2025 Term Certificates Maturing on June 1, 2045	
Prepayment Date	
<u>June 1</u>	<u>Principal Portion</u>
2042	\$30,000
2043	35,000
2044	35,000
2045 ⁺	35,000

⁺Final Maturity.

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