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Job Number J8S0836B
City of Republic

**MISSOURI TRANSPORTATION FINANCE CORPORATION
DIRECT LOAN AGREEMENT AND PROMISSORY NOTE**

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THIS DIRECT LOAN AGREEMENT AND PROMISSORY NOTE is entered into by the Missouri Transportation Finance Corporation (hereinafter, "MTFC"), the Missouri Highways and Transportation Commission (hereinafter, "the Commission"), and the City of Republic (hereafter, "Entity").

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program* and the Cost Share Committee approved the Entity's application on September 23, 2021; and

WHEREAS, on November 3, 2021, the Commission approved the Entity's application to the Cost Share Program. Subsequently, the Entity and the Commission entered into a Missouri Highways and Transportation Commission Cost Share Agreement ("Cost Share Agreement") to provide for the terms and conditions of the approval of the Entity's participation in the *Cost Share Program*, outlining the parties' respective obligations towards the Commission's Project to widen Route MM to four lanes plus a center turn lane from Route 360 (James River Freeway) to Interstate 44 (hereinafter, referred to as "Project"); and

WHEREAS, the MTFC is willing to provide the Entity with the Direct Loan, which would be used by the Entity and the Commission for the purpose stated herein; and

WHEREAS, the Entity agrees to repay the MTFC the Direct Loan amount as set forth in this Direct Loan Agreement (hereinafter, "Agreement") and also agrees to provide security for the loan.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and benefits stated herein, and in further consideration of the obligations, terms and conditions set forth and recited, the parties agree as follows:

(1) PURPOSE AND USE OF LOAN PROCEEDS: The purpose of this Agreement is to provide the terms and conditions of the Direct Loan from the MTFC to the Entity and for the Entity and Commission's repayment of the Direct Loan to the MTFC. The Entity and the Commission's use of the Direct Loan shall be specifically for the widening of Route MM to four lanes plus a center turn lane from Route 360 (James River Freeway) to Interstate 44 and no other purposes whatsoever. Prior to the MTFC disbursing any portion of the loan proceeds to the Entity and/or Commission, the Entity and/or Commission agrees to provide to the MTFC the schedule of Project construction progress, outlining all actions to be taken by the Entity and/or Commission towards the construction of the Project and timeframes corresponding to the completion of certain milestones in the Project construction progress.

(2) REPRESENTATIONS BY THE ENTITY: The Entity makes the following representations as the basis for the undertakings contained in this Agreement:

(A) Entity Structure: The Entity is a municipal corporation, political subdivision and body corporate, duly organized and existing under the laws of the state of Missouri.

(B) Authority Granted: The Entity has lawful power and authority to enter into this Agreement and to carry out its obligations hereunder. By proper action of its governing body, the Entity has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(C) Approval Action Taken: The Entity has taken all necessary action to approve this Agreement. No further action or approvals by the Entity are necessary in connection with the construction or financing of the Project as defined in this Agreement, except with respect to the appropriation and budgeting of the Entity Payments on an annual basis as provided herein.

(D) Affirmation of No Breach of, Conflict with, or Default on Other Agreements: The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by the Entity will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the Entity is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the Entity or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Entity under the terms of any instrument or agreement to which the Entity is a party.

(E) Conflict of Interest Prohibited: No official or employee of the Entity has any significant or conflicting interest, financial or otherwise, in the Agreement or in the transactions contemplated hereby.

(3) LOAN AMOUNT: The MTFC will provide the Entity with a Direct Loan in the amount of four million two hundred thousand dollars (\$ 4,200,000). The MTFC's Direct Loan will be provided to the **Entity** in the following manner: four (4) loan disbursements with the first loan disbursement in April 2022. The first disbursement of \$685,692 will be provided to the **Entity** on or after April 15, 2022, (the "Closing Date"). The second disbursement of \$2,007,533 will be provided to the **Entity** on January 15, 2023. The third disbursement and fourth disbursements will be made on or after April 1, 2024. The third disbursement of \$457,308 will be provided to the **Entity** for construction inspection. The fourth disbursement of \$1,049,467 will be provided to the Commission's Local Fund on behalf of the Entity for the construction contract.

(4) ACCOUNTING PRACTICES:

(A) Separate Accounting and Financial Summary Required: Loan

proceeds disbursed to the Entity pursuant to this Agreement must be kept separate from any of the Entity's other assets. The Entity must develop and maintain a financial summary of the total funds expended from the proceeds of the loan at all times throughout the life of the project, and at specific times as requested by the MTFC. This information must be available at all reasonable times at no charge to the MTFC and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date the final payment is made on the loan and the loan is paid in full.

(B) Record Retention and Reporting: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, banking records, etc. These records must be available at all reasonable times at no charge to the MTFC and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date the final payment is made on the loan and the loan is paid in full.

(5) CONSTRUCTION SCHEDULES, INSPECTIONS AND BONDS:

(A) Schedule Updates: At all times during the construction of the Project, the Entity shall provide to the MTFC any updates of the schedule of Project construction progress, outlining all actions to be taken by the Entity and timeframes corresponding to the completion of certain milestones in the Project construction progress, if revision are made to any of the items contained in the schedule.

(B) Inspections: The MTFC's agents are authorized to inspect the work on the Project to monitor the construction progress and ensure the Project construction has progressed according to the most recent Project construction progress schedule provided to the MTFC by the Entity and to verify the validity of the work reported as complete as such completion of construction work is related to reported/documented expenditures of the funds available to the Entity from the loan proceeds under this Agreement.

(6) LACK OF CONSTRUCTION PROGRESS: In the event that the MTFC notes any lack of progress in the construction of the Project which significantly endangers substantial performance of the Project within the specified Project completion time outlined in the Project construction progress schedule, as determined in the sole discretion of the MTFC, the MTFC shall notify the Entity in writing of such noted lack of construction progress. Failure of the Entity to take proper actions, as such actions may be provided for in the written notice to the Entity from the MTFC, within the time frame set forth in said written lack of construction progress notice, shall constitute an Event of Default, upon the occurrence of which the MTFC and the Commission shall have the right to pursue any remedial action on Entity's default available to it under this Agreement.

(7) ENTITY PAYMENT OF THE LOAN:

(A) Promise To Pay: For value received, the Entity hereby promises to

pay to the order of the MTFC the principal sum of four million two hundred thousand dollars (\$4,200,000), together with interest at the rate of 1.4% on the unpaid principal balance hereof, payable beginning on April 15, 2023 and ending on April 15, 2032. Interest shall be computed based on actual days in a year. Annual payments shall be four hundred forty-six thousand three hundred eighty-nine dollars and sixty-two cents (\$446,389.62) with a final payment of four hundred forty-six thousand three hundred eighty-nine dollars and fifty-five cents (\$446,389.55).

(B) Payment Schedule: The term "Entity Payments" shall refer to the payments to be made by the Entity to the MTFC. The Entity shall repay the Direct Loan to the MTFC on a/n annual basis beginning in April 2023. Entity Payments will be made no later than April 15 of each year, according to the payment schedule below.

Amortization Schedule for MTFC Loan							
for the City of Republic							
Amount Borrowed:		\$4,200,000.00					
Interest Rate:		1.40%					
Dates	Beginning Balance	Drawdon	Payment	Accrued Interest	Interest Payment	Principal Payment	Ending Balance
4/15/2022	\$0.00	\$685,692.00	\$0.00	\$0.00	\$0.00	\$0.00	\$685,692.00
1/15/2023	\$685,692.00	\$2,007,533.00	\$0.00	\$7,232.64	\$0.00	\$0.00	\$2,693,225.00
4/15/2023	\$2,693,225.00		\$446,389.62	\$9,297.16	\$16,529.80	\$429,859.82	\$2,263,365.18
4/1/2024	\$2,263,365.18	\$1,506,775.00		\$30,475.04	\$0.00	\$0.00	\$3,770,140.18
4/15/2024	\$3,770,140.18		\$446,389.62	\$2,018.98	\$32,494.02	\$413,895.60	\$3,356,244.58
4/15/2025	\$3,356,244.58		\$446,389.62	\$46,987.42	\$46,987.42	\$399,402.20	\$2,956,842.38
4/15/2026	\$2,956,842.38		\$446,389.62	\$41,395.79	\$41,395.79	\$404,993.83	\$2,551,848.55
4/15/2027	\$2,551,848.55		\$446,389.62	\$35,725.88	\$35,725.88	\$410,663.74	\$2,141,184.81
4/15/2028	\$2,141,184.81		\$446,389.62	\$29,976.59	\$29,976.59	\$416,413.03	\$1,724,771.78
4/15/2029	\$1,724,771.78		\$446,389.62	\$24,146.80	\$24,146.80	\$422,242.82	\$1,302,528.96
4/15/2030	\$1,302,528.96		\$446,389.62	\$18,235.41	\$18,235.41	\$428,154.21	\$874,374.75
4/15/2031	\$874,374.75		\$446,389.62	\$12,241.25	\$12,241.25	\$434,148.37	\$440,226.38
4/15/2032	\$440,226.38		\$446,389.55	\$6,163.17	\$6,163.17	\$440,226.38	\$0.00
		\$4,200,000.00	\$4,463,896.13	\$263,896.13	\$263,896.13	\$4,200,000.00	

(C) Payment Method: All payments made hereunder shall be made in lawful currency of the United States of America by an automated clearinghouse transaction to be initiated by the Entity.

(D) Interest Computation: Interest will accrue beginning on the Closing Date of the Direct Loan. Interest on the outstanding loan balance shall be computed based on actual calendar days per year. In the event that a scheduled disbursement is not made on the date specified in Paragraph (3) of this Agreement, or an Entity Payment is made on a different date than those due dates outlined in Paragraph (7), (7)(B)(Payment Schedule above, or in the event the Entity makes payments exceeding the annual payment of principal and interest, as provided for in Paragraph (7)(F) below, the above payment schedule will be adjusted accordingly to reflect the new payment date,

the new amount of future Entity Payments and remaining new balances. The Entity shall, upon receipt, comply with the revised terms in the revised payment schedule.

(E) Absolute Obligations: The Entity's obligations under this Agreement to make Entity Payments on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder, shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, and notwithstanding any default of the MTFC hereunder. The Entity waives the provisions of any statute or any other law now or hereunder in effect contrary to any of its obligations, covenants or agreements under this Agreement or which releases or purports to release the Entity therefrom. The Entity, for itself and for any guarantors, sureties, endorsers and/or person or persons now or hereafter liable hereon, if any, hereby waives demand of payment, presentment for payment, protest, notice of nonpayment or dishonor and any and all other notices and demands whatsoever, and any and all delays or lack of diligence in the collection hereof, and expressly consents and agrees to any and all extensions or postponements of the time of payment hereof from time to time or after maturity and any other indulgence and waives all notice thereof. The delay or failure to exercise any right hereunder shall not waive such right.

(F) Payment In Excess of Amount Due: The Entity shall have the right to provide payments that exceed the required annual payment of principal and interest, which is due for a particular year. Additionally, the Entity shall have the right to prepay the entire loan amount, consisting of the principal, and any accrued interest as of the date of payment, to the MTFC at any time during the term of this Agreement. There will be no prepayment fees charged to the Entity.

(G) Late Fee: In the event any Entity payment is submitted to the MTFC more than fifteen days past the due date, a late fee of two percent (2%) of the amount of the past due payment will be assessed to the Entity.

(8) ENTITY'S OBLIGATION TO APPROPRIATE AND BUDGET REQUIRED ENTITY PAYMENTS: The Entity agrees to budget its payments to the MTFC under this Agreement by ordinance, subject to annual appropriation and to provide annual certification that current Entity revenues plus unexpended balances from prior years are sufficient to meet its obligation to pay the MTFC under this Agreement within 30 days after the approval of the budget. Notwithstanding anything to the contrary herein, the Entity acknowledges and agrees, and MTFC acknowledges, that the payments hereunder shall constitute currently budgeted expenditures of the Entity, and shall not in any way be construed to be a general obligation or debt of the Entity in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the Entity, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the Entity. The Entity's obligations to make payments hereunder shall be from year to year only, and shall not constitute a

mandatory payment obligation of the Entity in any ensuing fiscal year beyond the then current fiscal year.

(9) ENTITY'S SECURITY FOR DIRECT LOAN: In addition to the Entity's promise and agreement to carry out its obligation to repay the loan as provided for in Paragraphs (7) and (8) above, the Entity agrees to:

(A) Local Revenues: Grant to the MTFC a security interest in its future revenue stream from its dedicated one-half cent transportation sales tax and one-cent. general sales tax.

(B) Federal and/or State Revenue: Grant to the MTFC a security interest in applicable federal or state funds due the Entity that pass through or are administered by the Commission or Missouri Department of Transportation.

(10) TAX COVENANTS:

(A) General: The Commission understands that MTFC is entering into the Loan and advancing the Loan Amount under this Agreement based on its understanding that interest on the Loan will be excluded from gross income for Federal income tax purposes and exempt from income taxation by the State of Missouri ("Tax-Exempt"). Each of the representations and covenants in this Agreement are made for the benefit of the MTFC and any other entity or person that shall later become the owner of the Loan Amount or who rely on the representations and covenants contained in this Agreement as a basis for treating interest on the Loan as Tax-Exempt when filing its Federal and State of Missouri income tax return. The Commission understands that Federal income tax laws impose requirements on the use of Loan proceeds, the use of assets financed by the Loan (the Project) and on the investment of proceeds of the Loan or amounts used to pay or secure the repayment of the Loan. The Commission agrees to take such steps as are necessary, including but not limited to those contained in this Agreement, for interest on the Loan to remain Tax-Exempt. Each of these covenants applies as long as any portion of the Loan remains outstanding. Violation of this Paragraph (10) is an Event of Default under this Agreement.

(B) Use of Project: The Project will be owned by the Commission or the State of Missouri, a political subdivision of the State or an instrumentality of the State or political subdivision (a "Governmental Person"). None of the Loan proceeds will be used in a manner that constitutes a "private business use". In making this covenant, the Commission acknowledges that: (1) the use of the Project is treated as the direct use of the Loan proceeds and (2) the term "private business use" generally means ownership or lease by, or other use in the trade or business of, a person or entity other than a Governmental Person if that person has special legal entitlements to use the Project that differ from the general public (such as, for example, an easement or special right of way or service or management agreement).

(C) Private Security or Payment: The payment of principal and interest

on the Loan will not be (under the Agreement or any other underlying document) directly or indirectly:

1. secured by any interest: (a) in property used or to be used for a private business use; or (b) in payments in respect of such property; or

2. derived from payments (whether or not such payments are made to the Commission) in respect of property, or borrowed money, used or to be used for a private business use.

For purposes of this paragraph, taxes of generally applicable taxes are not treated as a private payment or as private security so long as no taxpayer enters into any special agreement with respect to the collection or payment of the tax.

(D) No Private Loan: No Loan proceeds shall be loaned directly or indirectly to any person or entity other than a Governmental Person.

(E) No Federal Guarantees: The Commission will not take any action or permit any action to be taken that would cause principal or interest on the Loan to be guaranteed by the Federal government.

(F) Assignment of Loan: The Commission will permit the assignment of the Loan by MTFC to any other person or entity so long as MTFC retains and provides to the Commission upon request the name and tax identification of the subsequent owner any other information required by Section 149(a) of the Internal Revenue Code of 1986, as amended. Upon written request by MTFC, the Commission shall confirm its compliance with the covenants of this Paragraph 10 to MTFC and the proposed assignee.

(G) No Invested Loan Proceeds; No Replacement Funds: The Loan proceeds shall be used to immediately pay third-party vendors, or to reimburse the Commission for amounts previously paid, for the Project. Accordingly, no proceeds of the Loan will be invested by the Commission prior to the date of expenditure or reimbursement. No Loan proceeds will be used to reimburse any expenditure made by the Commission prior to April 15, 2022. No amounts are or will be set aside to pay debt service on the Loan, other than a fund or account that is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and is depleted at least once each year to an amount that does not exceed the greater of (1) the earnings on the fund for the immediately preceding year, or (2) one-twelfth of the principal and interest payments on the Loan for the immediately preceding year.

(H) Tax Compliance Procedures: The Commission has written procedures in place to monitor and if necessary remediate noncompliance with any of the covenants set forth in this Paragraph 10. The Commission acknowledges that the covenants related to record keeping and use of proceeds of the Loan for the Project are necessary in order to substantiate that interest on the Loan eligible to be treated as Tax-Exempt. The Commission will promptly respond to any inquiry by the IRS related to the Tax-Exempt

status of the Loan and will take such steps as are necessary to remediate any noncompliance, so the interest on the Loan remains Tax-Exempt.

(I) Form 8038-G: The Commission will timely file Form 8038-G as required by and pursuant to the mandates of section 149(e) of the Code. A copy of Form 8038-G is attached as **EXHIBIT A**.

(11) EVENT OF DEFAULT: If any one or more of the following events occurs and is continuing, it is hereby defined to be an Event of Default under this Agreement:

(A) Default in Making Payment When Due: Default in the due and punctual payment of an Entity Payment; or

(B) Default in Completing Construction Within Time Scheduled: Default in the completion of the Project, as provided in Paragraph (1), by 365 days after the estimated completion date as outlined in the most recent Project construction schedule.

(C) Breach of Duty: Unless otherwise specifically provided for in this Agreement, default in the due observance or performance of any other covenant, agreement, obligation or provision of this Agreement on the Entity's part to be observed or performed, and the continuance of such default for sixty (60) days after the MTFC has given the Entity written notice specifying such default, or such longer period as shall be reasonably required to cure such default, provided that: (i) the Entity has commenced such cure within said 60-day period, and (ii) the Entity diligently prosecutes such cure to completion; or

(D) Bankruptcy: The Entity: (i) admits in writing its inability to pay its debts as they become due; or (ii) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (iii) makes an assignment for the benefit of its creditors; or (iv) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or shall fail to have vacated or set aside the appointment of any trustee, receiver or liquidator which was made without the Entity's consent or acquiescence; or (v) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) is subject to any proceeding or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a receiver, trustee or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the United States Bankruptcy Code, as now or in the future amended, which order or proceeding, if not the subject of the Entity's consent, is not dismissed, vacated, denied, set aside or stayed within sixty (60) days after the day of entry or commencement; or (vii) suffers a writ or warrant of attachment of any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or is not released within sixty (60) days after the final entry, or levy or after contest is finally adjudicated or any stay is vacated or

set aside.

(E) Other Default: Any other event which is specifically defined as an Event of Default under other provisions of this Agreement.

(12) REMEDIES ON DEFAULT: If any Event of Default has occurred and is continuing, then the MTFC, or the Commission at the direction of MTFC, may take any one of the following actions:

(A) Acceleration of Maturity:

1. Accelerated Payment Due Date: By written notice delivered to the Entity, declare the entire loan balance, including principal and interest amounts, outstanding as of the date of the notice (hereinafter, "date of declaration") to become immediately due and payable no later than thirty (30) days from the date of declaration, such payment due date hereinafter referred to as "accelerated payment due date", as if such amount was originally stipulated to be paid on the accelerated payment due date.

2. Rescission When Default Cured: If the Entity cures the Event of Default, which gave rise to the declaration, prior to the accelerated payment due date, then the MTFC shall rescind such declaration and annul the Event of Default in its entirety. Upon the Entity submitting the payment curing the Event of Default, the above payment schedule will be adjusted accordingly to reflect the new payment date, the new amount of future Entity Payments and remaining new balances.

3. Subsequent Default: In the case of any rescission of declaration, then the MTFC and the Entity shall be restored to their former position and rights hereunder, but no such rescission shall extend to any subsequent or other occurrence of an Event of Default or impair any right consequent thereon.

(B) Institution of Suit: By mandamus or other suit, action or proceeding at law or in equity, to enforce its rights against the Entity to require and compel duties and obligations required by the provisions of this Agreement.

(C) Entity Funds Security: By written notice delivered to the Entity, cause applicable federal or state funds due the Entity that pass through or are administered by the Commission or Missouri Department of Transportation to be applied to the Entity's indebtedness until the default is cured.

(D) Other Funds Security: Assume the collection of all receivable streams of revenue from all other sources to which the Entity granted a secured interest to the MTFC as provided in Paragraph (9) of this Agreement.

(E) Other Actions: Take any other action at law or in equity to enforce this Agreement.

(13) RIGHTS AND REMEDIES CUMULATIVE: The rights and remedies reserved to the MTFC and the Commission provided in this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on more than one occasion.

(14) WAIVER OF BREACH: No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement. In the case of a breach by the Entity, the MTFC may nevertheless accept from the Entity any payment or payments hereunder without in any way waiving the default or defaults of the Entity which were in existence at the time when such payment or payments were accepted by the MTFC.

(15) SEVERABILITY: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained in the Agreement.

(16) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the MTFC, Commission and the Entity.

(17) LABOR PROTECTION: The Entity agrees to accept the terms and conditions of 5333(b) of Chapter 53 of title 49, U.S.C.

(18) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Entity agrees as follows:

(A) Civil Rights Statutes: The Entity shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Entity is providing services or operating programs on behalf of the Missouri Department of Transportation or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Entity shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the U. S. Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Entity shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Entity shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Entity. In all solicitations either by competitive bidding or negotiation made by the Entity for work to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Entity of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Entity shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the U. S. Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Entity is in the exclusive possession of another who fails or refuses to furnish this information, the Entity shall so certify to the Commission or the U. S. Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Incorporation of Provisions: The Entity shall include the provisions of paragraph (18) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the U. S. Department of Transportation. The Entity will take such action with respect to any subcontract or procurement as the Commission or the U. S. Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Entity becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Entity may request the United States to enter into such litigation to protect the interests of the United States.

(19) SECTION 504 ASSURANCES AND THE AMERICANS WITH DISABILITIES ACT OF 1990: The Entity shall comply with all the requirements imposed by section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 790 *et seq.*) and the administrative rules of the U. S. Department of Transportation (49 CFR Subtitle A, Part 27). The Entity shall comply with all requirements set forth in the Americans with Disabilities Act of 1990 (49 CFR Parts 27, 37 and 38) as well as all applicable regulations and directives issued pursuant thereto by other federal departments or agencies.

(20) DISADVANTAGED BUSINESS ENTERPRISE: The Entity agrees to comply with the disadvantage business enterprise requirements as contained in 49 CFR Part 26.

(21) INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or third party contract or to any benefit arising therefrom.

(22) BUY AMERICA: The Entity agrees to abide by the provision of the Buy America requirements of 49 CFR Part 661.

(23) RESTRICTION ON LOBBYING: The Entity agrees to abide with the requirements of section 1352 of Title 31, U.S.C.

(24) COMMISSION REPRESENTATIVE: The Commission's Chief Financial Officer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(25) MTFC REPRESENTATIVE: MTFC's Treasurer is designated as MTFC's representative for the purpose of administering the provisions of this Agreement. MTFC's representative may designate by written notice other persons having the authority to act on behalf of the MTFC in furtherance of the performance of this Agreement.

(26) ENTITY REPRESENTATIVE: The Entity's BUILDS Administrator is designated as the Entity's representative for the purpose of administering the provisions of this Agreement. The Entity's representative may designate by written notice other persons having the authority to act on behalf of the Entity in furtherance of the performance of this Agreement.

(27) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

MTFC to: Missouri Transportation Finance Corporation
Attn: Treasurer
105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102-0270
Facsimile No.: (573) 526-2819

Commission to: Missouri Department of Transportation
Attn: Chief Financial Officer
105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102-0270
Facsimile No.: (573) 526-2819

Entity to: City of Republic
Attn: City Administrator
213 North Main Avenue

Republic, MO 65738
Facsimile No.: (417) 732-3100

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(28) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(29) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(30) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement. In its sole discretion, the MTFC may unilaterally sell, assign, transfer or delegate its interest in this Agreement.

(31) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(32) FEDERAL HIGHWAY ADMINISTRATION GUIDELINES: The Entity agrees to comply with the Federal Highway Administration (FHWA) guidelines under which the MTFC was created as a State Infrastructure Bank (SIB), which specifically dictate that all projects receiving assistance from the SIB must comply with the federal requirements that apply to projects under Title 23, U.S.C. or Title 49, U.S.C. when the assistance is derived from: (1) the federal funds deposited into the SIB; (2) the non-federal matching funds; (3) all repayment amounts from federal and non-federal sources; and (4) any investment income generated from these funds. The Entity agrees to comply with further guidance under Title 23, U.S.C., Chapter 6, Section 610.1 which provides that the construction of such federal-aid highways shall be undertaken by the respective state transportation departments or under their direct supervision in accordance with the state and federal laws.

(33) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(34) CONFIDENTIALITY: The Entity shall not disclose to third parties confidential factual matters provided by the Commission or MTFC except as may be

required by statute, ordinance, or order of court, or as authorized by the MTFC. The Entity shall notify the MTFC immediately of any request for such information.

(35) PERFORMANCE DATE NOT BUSINESS DAY: If any date for the disbursement of a portion of the Direct Loan, the payment of an Entity Payment or the taking of any other action hereunder is not a Business Day, then such disbursement or payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for disbursement, payment or performance. For purposes of this Agreement, Business Day means any day other than a Saturday, Sunday, a day that is a business holiday in the State of Missouri or any other day on which banking institutions in Missouri are required or authorized by law to close.

(36) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(37) EXECUTION IN COUNTERPARTS: This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same agreement.

(38) COMPONENTS OF AGREEMENT: This Agreement incorporates by reference the MoDOT Partnership Development Application, the MTFC Loan Policy and any written addendums and amendments thereto as if these incorporated documents were set forth herein word by word and constitutes the complete and entire understanding and agreement among the Commission, MTFC and the Entity with respect to the subject matter of this Agreement. In case of a conflict between the terms contained in the MoDOT Partnership Development Application and MTFC Loan Policy, the terms of the MoDOT Partnership Development Application shall govern. In the event of a conflict between the terms of the MoDOT Partnership Development Application and this Agreement, the terms of this Agreement shall govern. However, the MTFC reserves the right to clarify any contract term or relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the MoDOT Partnership Development Application, MTFC Loan Policy or this Agreement.

(39) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

Remainder of Page Intentionally Left Blank.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

Executed by the MTFC this ____ day of _____, 20____.

MISSOURI HIGHWAY AND
TRANSPORTATION COMMISSION

CITY OF REPUBLIC, MISSOURI

By _____

Title_____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By_____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

MISSOURI TRANSPORTATION
FINANCE CORPORATION

Ordinance: _____

Title_____

ATTEST:

Secretary to the Missouri Transportation
Finance Corporation

ACKNOWLEDGMENT BY Entity

STATE OF _____)
)
COUNTY OF _____) ss

On this ____ day of _____, 20____, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ for the Entity of _____ and that the foregoing instrument was signed and sealed on behalf of the Entity of _____ and that he acknowledged said instrument to be the free act and deed of the Entity of _____ and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT BY COMMISSION

STATE OF _____)
)
COUNTY OF _____) ss

On this ____ day of _____, 20____, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said _____ acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

**ACKNOWLEDGMENT BY MISSOURI TRANSPORTATION
FINANCE CORPORATION**

STATE OF _____)
)
COUNTY OF _____) ss

On this ____ day of _____, 20____, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the Missouri Transportation Finance Corporation and the seal affixed to the foregoing instrument is the official seal of said Corporation and that said instrument was signed in behalf of said Corporation by authority of the Missouri Transportation Finance Corporation and said _____ acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

EXHIBIT A

Form 8038-G (Rev. October 2021) Department of the Treasury Internal Revenue Service	Information Return for Tax-Exempt Governmental Bonds ▶ Under Internal Revenue Code section 149(e) ▶ See separate instructions. Caution: If the issue price is under \$100,000, use Form 8038-GC. ▶ Go to www.irs.gov/F8038G for instructions and the latest information.	OMB No. 1545-0047
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Part I Reporting Authority		Check box if Amended Return ▶ <input type="checkbox"/>
1 Issuer's name	2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code	7 Date of issue	
8 Name of issue	9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information	10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ▶	18	
19a If bonds are TANs or RANs, check only box 19a ▶ <input type="checkbox"/>		
b If bonds are BANs, check only box 19b ▶ <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box ▶ <input type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶		years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶		years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶		
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)		

For Paperwork Reduction Act Notice, see separate instructions.	Cat. No. 63773S	Form 8038-G (Rev. 10-2021)
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EXHIBIT A (con)

Form 8038-G (Rev. 10-2021)

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Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative	Date	Type or print name and title
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Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶			
Firm's address ▶	Phone no.			

Form **8038-G** (Rev. 10-2021)