

BOND PURCHASE AGREEMENT

MISSOURI DEVELOPMENT FINANCE BOARD

[\$[PRINCIPAL AMOUNT]]
Infrastructure Facilities Leasehold Refunding Revenue Bonds
(City of Independence, Missouri - Electric System Projects)
Series 2020A

_____, 2020

Missouri Development Finance Board
Jefferson City, Missouri

City of Independence, Missouri
Independence, Missouri

Gentlemen:

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, the undersigned, [ORIGINAL PURCHASER NAME] (the “Underwriter”), hereby offers to purchase [\$[PRINCIPAL AMOUNT]] of Infrastructure Facilities Leasehold Refunding Revenue Bonds (City of Independence, Missouri - Electric System Projects) Series 2020A (the “Bonds”) to be issued by the Missouri Development Finance Board (the “Board”) under and pursuant to the First Supplemental Trust Indenture dated as of [____] 1, 2020, amending and supplementing that certain Bond Trust Indenture dated as of December 1, 2012 (together, the “Indenture”) by and between the Board and UMB Bank, N.A., as Trustee (the “Trustee”). All capitalized terms not defined elsewhere in this Bond Purchase Agreement shall have the meanings set forth in the Indenture.

The Board and the City of Independence, Missouri (the “City”) acknowledge and agree that: (a) the primary role of the Underwriter, as an underwriter, is to purchase securities for resale to investors in an arms-length commercial transaction between the Board, the City and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Board and the City, (b) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the Board or the City and has not assumed any advisory or fiduciary responsibility to the Board or the City with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Board or the City on other matters), (c) the only obligations the Underwriter has to the Board or the City with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement and (d) the Board and the City have consulted their own legal, accounting, tax, financial and other advisors, as applicable, to the extent they have deemed appropriate in connection with the transaction contemplated herein.

SECTION 1. YOUR REPRESENTATIONS, WARRANTIES AND AGREEMENTS

A. BOARD. By acceptance hereof, the Board hereby represents and warrants to, and agrees with, the Underwriter that:

(a) The Board is a body corporate and politic duly organized and existing under the laws of the State of Missouri authorized and empowered under the Missouri Development Finance Board Act, Sections 100.250 to 100.297, inclusive, of the Revised Statutes of Missouri, as amended (“Act”), to issue revenue bonds for the purpose of providing funds to finance and refinance the costs of certain “projects” as defined in the Act (which includes “infrastructure facilities” as defined in the Act), to refund such revenue bonds and to pay certain costs related to the issuance of such revenue bonds, with lawful power and authority to enter into the Indenture acting by and through its duly authorized officers and to purchase the Bonds as contemplated hereunder.

(b) The Board has complied with all provisions of the Constitution and the laws of the State of Missouri, including the Act, and has full power and authority to consummate all transactions contemplated by this Bond Purchase Agreement, the Bonds, the Indenture, the Lease Purchase Agreement dated as of December 1, 2012, as amended and supplemented by the First Supplemental Lease Purchase Agreement dated as of [____] 1, 2020 (together, the “Lease Purchase Agreement”) between the Board and the City, the Tax Compliance Agreement dated as of [____] 1, 2020 (the “Tax Compliance Agreement”), among the Board, the City and the Trustee, the Base Lease dated as of December 1, 2012, as amended and supplemented by the First Supplemental Base Lease dated as of [____], 2020 between the Board and the City (together, the “Base Lease”) and any and all other agreements relating thereto (all such documents being referred to collectively as the “Bond Documents”).

(c) The Board has duly authorized all necessary action to be taken by the Board for (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Indenture; (ii) the execution and delivery of the Indenture providing for the issuance of and security for the Bonds (including the pledge and assignment by the Board of its interest in the Base Lease and the payments to be received pursuant to the Lease Purchase Agreement in the amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds) and appointing the Trustee as trustee, paying agent and bond registrar under the Indenture; (iii) the refinancing of a portion of the project for the benefit of the City’s electric system described in the Indenture; (iv) the execution, delivery, receipt and due performance of the Bond Documents and any and all such other agreements and documents as may be required to be executed, delivered and received by the Board in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Lease Purchase Agreement; and (v) the carrying out, giving effect to and consummation of the transactions contemplated hereby and by the other Bond Documents. Executed counterparts of the Bond Documents will be delivered to the Underwriter by the Board at the Closing Time (as hereinafter defined).

(d) 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 knowledge of the Board, threatened against or affecting the Board (or, to the knowledge of the Board, any basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Bond Documents or the validity of the Bond Documents or any agreement or instrument to which the Board is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Bond Documents.

(e) The execution and delivery of the Bond Documents and the other agreements contemplated hereby and by the other Bond Documents, and compliance with the provisions thereof, will

not conflict with or constitute on the part of the Board, a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the Board is subject or by which the Board is or may be bound.

(f) Any certificate signed by any of the authorized officials of the Board and delivered to the Underwriter shall be deemed a representation and warranty by the Board to the Underwriter as to the statements made therein.

(g) The Board will deliver or cause to be delivered all opinions, certificates and other documents, as provided herein, including, but not limited to, an opinion of its counsel dated as of the Closing Date (as hereinafter defined) covering, among other things, the due authorization, execution and delivery by the Board of this Bond Purchase Agreement and the documents to which the Board is a party.

(h) No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a “default,” “Event of Default,” or “event of default” under and as defined in any of the Bond Documents.

B. CITY. By acceptance hereof the City hereby represents and warrants to, and agrees with, the Underwriter that:

(a) The City is a political subdivision and body corporate organized and existing under the laws of the State of Missouri. The City is authorized to enter into the Lease Purchase Agreement.

(b) The City has complied with all provisions of the Constitution and the laws of the State of Missouri, and has full power and authority to consummate all transactions contemplated by the Bond Documents and any and all other agreements relating thereto.

(c) The City has duly authorized all necessary action to be taken by the City for (i) the execution, delivery, receipt and due performance of the Bond Documents to which it is a party and any and all such other agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to and consummate the transactions contemplated hereby and by the other Bond Documents; and (iii) the carrying out, giving effect to and consummation of the transactions contemplated hereby and by the other Bond Documents. Executed counterparts of the Bond Documents to which the City is a party will be delivered to the Underwriter by the City at the Closing Time.

(d) 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 knowledge of the City, threatened against or affecting the City (or, to its knowledge, any basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the other Bond Documents or the validity of any of the Bond Documents or any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the other Bond Documents.

(e) The execution and delivery of the Bond Documents to which the City is a party and the other agreements contemplated hereby or by the other Bond Documents, and compliance with the provisions thereof, will not conflict with or constitute on the part of the City a violation, a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the City is subject or by which the City is or may be bound.

(f) Any certificate signed by any of the authorized officials 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.

(g) The City will deliver or cause to be delivered all opinions, certificates and other documents, as provided herein, including, but not limited to, an opinion of its counsel dated as of the Closing Date covering, among other things, the due authorization, execution and delivery by the City of this Bond Purchase Agreement and the documents to which the City is a party.

(h) No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute “default,” “Event of Default,” or “event of default” under and as defined in the Bond Documents to which the City is a party.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

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 the Underwriter agrees to purchase from the Board and the Board agrees to sell to the Underwriter the Bonds at a purchase price of \$[] (which represents the principal amount of the Bonds, \$[PRINCIPAL AMOUNT].00, plus net premium of \$[] and less an underwriter’s discount of \$[]).

The Bonds shall be issued under and secured as provided in the Indenture, and the Bonds shall have the maturities, interest rates and initial offering prices and be subject to redemption as set forth in **Exhibit A** attached hereto. Payment for the Bonds 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 Board, at the offices of the Trustee, not later than 11:00 a.m., local time, on _____, 2020, or such other place, time or date as shall be mutually agreed upon by the Board, the City and the Underwriter. The date of such delivery and payment is herein called the “Closing Date”, and the hour and date of such delivery and payment is herein called the “Closing Time”. [] The delivery of the Bonds shall be made in book-entry only form, bearing CUSIP numbers (provided neither the printing of a wrong number on any Bond nor the failure to print a number thereon shall constitute cause to refuse delivery of any Bond) as fully registered bonds (in such denominations as the Underwriter shall specify in writing at least 48 hours prior to the Closing Time); provided, however, that the Bonds may be delivered in temporary form. []

SECTION 3. CONDITIONS TO THE PURCHASER’S OBLIGATIONS

The Underwriter’s obligations hereunder shall be subject to the due performance by the Board and the City of their obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the Board’s and 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) The Bond Documents shall each 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 Board, the Underwriter and the City.

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

(i) The opinions in form and substance satisfactory to the Underwriter, dated as of the Closing Date, of (1) Gilmore & Bell, P.C., Bond Counsel, relating to the due organization and existence of the Board, the valid authorization and issuance of the Bonds, the due authorization, execution and delivery by the Board of the Indenture, the Lease Purchase Agreement and the Tax Compliance Agreement, the exclusion of interest on the Bonds from gross income for federal income tax purposes and certain other matters; and (2) the City's counsel, relating to the due organization and existence of the City, the passage by the City Council of the Authorizing Ordinance, and the due authorization, execution and delivery of the Bond Documents to the extent the City is a party;

(ii) A certificate, in form and substance satisfactory to the Underwriter, of the Chairman, Vice Chairman or Executive Director of the Board or of any other of its duly authorized officers satisfactory to the Underwriter, dated as of the Closing Date;

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

(iv) 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 other Bond Documents, all such certificates and other documents to be satisfactory in form and substance to the Underwriter.

SECTION 4. CONDITIONS TO THE OBLIGATIONS OF THE BOARD AND THE CITY

The obligations of the Board and the City hereunder are subject to the Underwriter's performance of its obligations hereunder.

SECTION 5. THE PURCHASER'S RIGHT TO CANCEL

The Underwriter shall have the right to cancel its obligations hereunder to purchase the Bonds (such cancellation shall not constitute a default for purposes of **Section 7** hereof) by notifying you in writing or by telegram of its election to make such cancellation prior to the Closing Time, if at any time prior to the Closing Time:

(a) A committee of the House of Representatives or the Senate of the Congress of the United States shall have pending before it legislation which, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the Board or by any similar body or upon interest received on obligations of the general character of the Bonds, or the Bonds, which, in the Underwriter's opinion, materially adversely affects the market price of the Bonds;

(b) A tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or be recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in the imposition of federal income taxation, upon revenues or other income of the general character to be derived by the

Board or by any similar body or upon interest received on obligations of the general character of the Bonds, or the Bonds, which, in the Underwriter's opinion, materially and adversely affects the market price of the Bonds;

(c) Any legislation, ordinance, rule or regulation shall be introduced in or be 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 shall be rendered which, in the Underwriter's opinion, materially and adversely affects the market price of the Bonds, or litigation challenging the law Act under which the Bonds are to be issued shall be 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 shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Bond Documents, 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 Securities Exchange Act of 1934, 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 shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, 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 Securities Exchange Act of 1934, as amended and as then in effect, or that the Indenture 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 shall 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, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase 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 shall have been established by federal, New York or Missouri authorities; or

(i) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred, which, in the Underwriter's opinion, materially adversely affects the market price of the Bonds (other than the COVID-19 pandemic, any impacts of which the Underwriter, the Board and the City agree will not serve as the basis for a termination of this Bond Purchase Agreement).

SECTION 6. REPRESENTATIONS, WARRANTIES AND AGREEMENTS TO SURVIVE DELIVERY

All of the Board's and the City's representations, warranties, and agreements shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter on its own behalf, and shall survive delivery of the Bonds to the Underwriter.

SECTION 7. PAYMENT OF EXPENSES

Whether or not the Bonds are sold by the Board 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 obligations of the Board and the City hereunder. If the Bonds are sold by the Board to the Underwriter, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds (including, without limitation, the fees and disbursements of Gilmore & Bell, P.C., as Bond Counsel, the fees and disbursements of the Underwriter, in connection with the offering and sale of the Bonds and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, this Bond Purchase Agreement and all other agreements and documents contemplated hereby) shall be paid by the City out of the proceeds of the Bonds. If the Bonds are not sold by the Board to the Underwriter, the City will not be liable for any of such expenses and costs.

SECTION 8. NOTICE

Any notice or other communication to be given under this Bond Purchase Agreement may be given by mailing or delivering the same in writing to the Missouri Development Finance Board, 200 Madison Street, Suite 1000, Jefferson City, Missouri 65102, Attention: Executive Director; to the City, City Hall, 111 East Maple, Independence, Missouri 64050, Attention: Director of Finance and Administration; and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to [ORIGINAL PURCHASER NAME], _____, Attention: _____.

SECTION 9. APPLICABLE LAW; NONASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri. This Bond Purchase Agreement shall not be assigned.

SECTION 10. EXECUTION OF COUNTERPARTS

This Bond 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.

SECTION 11. RIGHTS HEREUNDER

This Bond Purchase Agreement is made for the benefit of the Board, the City and the Underwriter and no other person including any purchaser of the Bonds shall acquire or have any rights hereunder or by virtue hereof.

SECTION 12. ELECTRONIC TRANSACTIONS

The transactions described in this Bond Purchase Agreement, the Indenture and the other Bond Documents may be conducted and related documents may be sent, received or stored by electronic means.

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

SECTION 13. EFFECTIVE DATE

This Bond Purchase Agreement shall become effective upon acceptance hereof by the Board and the City.

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

Very truly yours,

[ORIGINAL PURCHASER NAME]

By: _____
Name: _____
Title: _____

Accepted and agreed to as of
the date first above written.

MISSOURI DEVELOPMENT FINANCE BOARD

By: _____
Name: Robert V. Miserez
Title: Executive Director

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Zachary C. Walker
Title: City Manager

EXHIBIT A

MISSOURI DEVELOPMENT FINANCE BOARD

**\$(PRINCIPAL AMOUNT)
Infrastructure Facilities Leasehold Refunding Revenue Bonds
(City of Independence, Missouri – Electric System Projects)
Series 2020A**

Maturity Schedule

Serial Bonds

<u>Due June 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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Term Bonds

\$ _____	Term Bonds due _____, 20____, Interest Rate: _____%, Offering Price: _____% ^c
\$ _____	Term Bonds due _____, 20____, Interest Rate: _____%, Offering Price: _____% ^c

^c Priced to call date

REDEMPTION PROVISIONS

The Bonds are subject to redemption and payment prior to maturity as follows:

Optional Redemption. The Bonds maturing on _____ 1, 20____ and thereafter are subject to redemption and payment prior to maturity, at the option of the Board, which shall be exercised upon written direction from the City, on and after _____ 1, 20____, in whole or in part at any time at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the redemption date.

Mandatory Sinking Fund Redemption.

The Bonds maturing on _____ 1, 20____ are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Indenture on each June 1 on the dates and in the amounts set forth below, at 100% of the principal amount thereof plus accrued interest to the redemption date, without premium:

<u>June 1</u>	<u>Principal Amount</u>
20____	\$ _____
20____	_____
20____	_____
20____	_____
20____*	_____

*Final Maturity

The Bonds maturing on _____ 1, 20____ are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Indenture on each June 1 on the dates and in the amounts set forth below, at 100% of the principal amount thereof plus accrued interest to the redemption date, without premium:

<u>June 1</u>	<u>Principal Amount</u>
20____	\$ _____
20____	_____
20____	_____
20____	_____
20____*	_____

*Final Maturity