

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 24th day of July 20 14

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the U.S. Communities Cooperative Contract 201314300 – Offender Monitoring Products, Services & Solutions with BI Incorporated of Boulder, CO.

The terms of this Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 24th day of July, 2014.

ATTEST:

Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller

Karen M. Miller  
District I Commissioner

Absent

Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Amy Robbins**  
Senior Buyer



613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Robbins  
DATE: July 15, 2014  
RE: U.S. Communities Cooperative Contract: 201314300 Offender Monitoring Products, Services & Solutions

The Boone County Court Administrator's Office requests permission to utilize the U.S. Communities Cooperative Contract: 201314300 Offender Monitoring Products, Services & Solutions with BI Incorporated of Boulder, CO. This cooperative contract is in addition to the State of MO cooperative contract with BI, Incorporated for Electronic Monitoring Services. The U.S. Communities contract provides 2 additional types of monitoring equipment that are not offered on the State's contract.

The additional equipment are Soberlink<sup>®</sup> SL2 which is a portable, pocket-sized alcohol monitoring device which detects the presence of alcohol through a deep lung breath sample and TAD<sup>®</sup> Cellular which is a transdermal alcohol detector that continuously monitors alcohol consumption and can transmit data via wireless communications.

Invoices will be paid from departments 1210 – Circuit Court Services, 1241 – Juvenile Office, account 71600 – Equipment Leases & Meter Charges.

cc: Contract File  
Kathy Lloyd  
Brandon Walker  
Mary Epping

**PURCHASE AGREEMENT FOR  
OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS**

**THIS AGREEMENT** dated the 24<sup>th</sup> day of July 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **BI Incorporated**, herein "Contractor."

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:


1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Offender Monitoring Products, Services and Solutions** in compliance with all bid specifications and any addendum issued for the City and County of Denver, Colorado cooperative contract #201314300 on behalf of itself and other government agencies and made available through the U.S. Communities Government Purchasing Alliance. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the U.S. Communities Contract 201314300 shall prevail and control over the contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Electronic Monitoring Equipment as outlined in the attached U.S. Communities contract. The County will order equipment on an as needed basis and the Contractor agrees that prices offered include:
  - All required equipment accessories and tools
  - Contractor-paid shipping both to and from the County via Fed-Ex which includes next day delivery when a court order mandates immediate service. Historically the frequency of such an instance is approximately once per month or less.
3. **Contract Duration** - This agreement shall commence on **date written above and extend through January 31, 2017** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date in writing by the County for an **additional two (2) one year periods** subject to the renewal clauses in the U.S. Communities contract and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
4. **Billing and Payment** - All billing shall be invoiced to the appropriate Office / Department and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier(s); Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

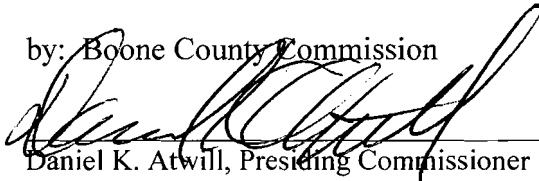
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**BI INCORPORATED**

by:   
title \_\_\_\_\_

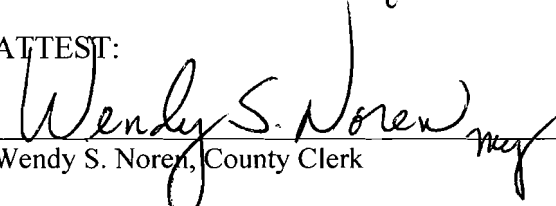
**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
Daniel K. Atwill, Presiding Commissioner

**APPROVED AS TO FORM:**

  
County Counselor

**ATTEST:**

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

1210/1241 - 71600 - Term & Supply

June Pitchford by jj 7-16-14 No Encumbrance Required  
Signature Date Appropriation Account

## STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
14. In the event of a discrepancy between a unit price and an extended line item price, the unit price

shall govern.

15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

# BI Incorporated

## Offender Monitoring Products, Services and Solutions

Home > [BI Incorporated](#)

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### Solutions

BY SUPPLIER ([show all](#) ->)

BY CATEGORY

- Facilities
- Office & School
- Specialty
- Technology

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- Government Purchasing
- Nonprofit
- Go Green Program

**Website:** [BI Incorporated](#)

**Phone:** 855-453-6042

**Email:** [uscommunities@bi.com](mailto:uscommunities@bi.com)

**Fax:** 888-360-4579

**Contract:** [View Documents](#) ->



[Overview](#) | [Solutions](#) | [Benefits](#) | [Pricing](#) | [FAQs](#) | [Shipping](#)

## Providing Government with Proven Technology and Treatment Solutions

For more than 30 years, BI Incorporated (BI) has focused on providing accountable alternatives to incarceration and reducing the cost of corrections. BI works closely with corrections officials to cost effectively reduce recidivism, promote public safety and strengthen the communities they serve. Established in 1978, BI is a wholly-owned subsidiary of The GEO Group, a global leader in the delivery of correctional, detention and residential treatment services to federal, state and local government agencies. BI also owns and operates an ISO-certified manufacturing facility and a national monitoring center which monitors more than 70,000 individuals worldwide, providing 24/7 expert support supervision services exclusively to governmental agencies.

Through this new contract, and the City and County of Denver, BI products and services enable agencies to curb future crime, reduce recidivism, enhance public safety and conserve scarce local resources. BI specializes in location monitoring equipment and services providing a continuum of solutions to government agencies. BI also offers full service electronic monitoring offices, installer programs, offender re-entry programs and offender-pay programs to support agency staff. A continuum of electronic monitoring technologies for low- to high-risk offender populations at the state and local levels include:

- Global Positioning Satellite (GPS) technology for intensive offender tracking
- Transdermal alcohol monitoring to continually sense for drinking events
- Mobile alcohol monitoring that measures Breath Alcohol Content (BrAC) by collecting deep lung breaths
- Radio frequency technology to detect absence or presence in the home
- In-home remote alcohol testing system with biometric voice verification
- Biometric voice verification for random and/or scheduled offender compliance monitoring

SEARCHING FOR SUPPLIERS

RECOMMENDED SUPPLIERS

Looking for more information? [View BI White Papers](#) on emerging topics and actionable tips.

RECOMMENDED PRODUCTS



ISO-Certified



# BI Incorporated

## Offender Monitoring Products, Services and Solutions

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### Solutions

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BY CATEGORY

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- Technology

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- [Government Purchasing](#)
- [Nonprofit](#)
- [Go Green Program](#)

**Website:** [BI Incorporated](#)  
**Email:** [uscommunities@bi.com](mailto:uscommunities@bi.com)  
**Contract:** [View Documents](#) ->

**Phone:** 855-453-6042  
**Fax:** 888-360-4579



[Overview](#) | [Solutions](#) | [Benefits](#) | [Pricing](#) | [FAQs](#) | [Shipping](#)

## BI Solutions

### GPS Tracking

*When choosing a GPS tracking provider, you'll want proven systems backed by industry experts.*

**BI ExacuTrack® One** is a single, ankle-monitored active tracking unit that relies on available GPS data and other location monitoring technologies to accurately track an offender's movements within local communities.

**BI ExacuTrack®** is a hybrid system of proven technologies, including radio frequency electronic monitoring, passive GPS, precise mapping software, and the Internet. Together, these technologies provide a system that reliably and accurately logs an offender's movements each day.

### Alcohol Compliance

*If alcohol is the issue, BI's sophisticated alcohol monitoring systems are the answer.*

**BI TAD®** combines robust transdermal alcohol monitoring with radio frequency curfew monitoring. By continuously measuring alcohol content in an offender's sweat.

**SOBERLINK® SL2** is a portable, pocket-sized alcohol monitoring device which detects the presence of alcohol through a deep lung breath sample. Tests include Adaptive Facial Recognition™ to ensure the client is accurately identified. A GPS location is determined during each test and results are promptly reported to the central monitoring computer system via cellular connection.

**BI Sobriotor®** is a multi-language alcohol monitoring device which detects the presence of alcohol. Since testing is performed remotely using a telephone connection, compliance with alcohol restrictions can be verified.

### Radio Frequency

*BI's radio frequency systems are industry leading and time-tested.*

**BI HomeGuard® 200** delivers a state-of-the-art radio frequency monitoring system that meets agency requirements for flexibility, reliability, and efficiency. Pairing traditional electronic monitoring components and unique service options. HomeGuard can be easily integrated with a variety of monitoring products or can be used alone as an effective curfew compliance system.

**BI HomeGuard® 206** eliminates the need for a home telephone line and is compatible with other supervision technologies, enabling alternative sanctions to be administered to all individuals in community supervision programs.

Looking for more information?  
 View [BI White Papers](#) on emerging topics and actionable tips.



ISO-Certified



### Voice Verification

*When you need a cost-effective, equipment-free solution, voice verification is smart.*

**BI VoiceID<sup>®</sup>, powered by AnyTrax<sup>®</sup>**, uses biometric voice verification technology for ensuring that an individual is located at a particular location at a pre-determined time. Automated inbound and outbound phone calls are made and received from approved locations during the day.

**BI Self Report<sup>®</sup>, powered by AnyTrax<sup>®</sup>**, uses biometric voice verification technology to manage administrative caseloads, lower risk supervision caseloads and pretrial caseloads. Clients report information such as compliance with conditions of release, changes to address or employment status, and more.

### Monitoring Service Solutions

*Manage your data directly or use BI's industry-leading national monitoring center service.*

**BI TotalAccess<sup>®</sup>** is the online software application that officers use to manage data, view participant status, and complete monitoring tasks in real-time. The system can be accessed 24x7 by officers from any web-based computer or mobile device, such as a smart phone or iPad.

**BI GuardServer<sup>®</sup>, powered by TotalAccess** is a sophisticated monitoring system which allows agencies to manage and monitor offenders from their own offices, without relying on the services of a third party.

### Custom Electronic Monitoring Programs

*BI's Electronic Monitoring Offices offer close supervision and many optional services.*

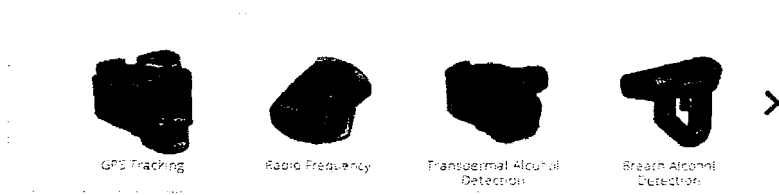
BI Electronic Monitoring Office is a program in which BI operates a correctional agency's electronic monitoring program. BI opens an office from which it can provide a number of services including inventory maintenance, equipment installation and removal, client check-ins, and alert investigations. Often, the agency will have BI collect a small fee from the offender to offset program costs.

### Related Offerings

*In addition to technology products, BI offers the following related products and services.*

**A Core Day Reporting Center (Core DRC)** provides offenders with assessments, individualized treatment plans, referrals to needed community resources, individual cognitive behavioral therapy, and group cognitive behavioral therapy.

**The Jail Employment Education Program** offers an in-custody solution that prepares offenders for a productive life after incarceration. This includes job skills training as well as classes designed to promote pro-social habits and curb criminal thinking.



## U.S. COMMUNITIES | NATIONAL COOPERATIVE PURCHASING PROGRAM



### Getting Started

- Program Overview



### Why Use U.S. Communities

- What Makes Us Different



### Discounts on Brands

- Products & Suppliers



### Over 55,000 agencies trust U.S.

- Who Uses U.S. Communities

# BI Incorporated Contract

Home ~ [BI Incorporated](#)

## Offender Monitoring Solutions

### Lead Agency:

City and County of Denver, Colorado

3 year initial term, February 1, 2014 to January 31, 2017  
Option to renew for (2) additional (1) year periods

### Postings

No of suppliers who responded to RFP: 4

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	August 5, 2013 – Sept 6, 2013
Canadian MERX Public Tenders	August 5, 2013 – Sept 6, 2013
Onvia Demand Star	August 5, 2013 – Sept 6, 2013
Rocky Mountain Bid System	August 5, 2013 – Sept 6, 2013
Association of Oregon Counties	August 5, 2013 – Sept 6, 2013
State of Hawaii and Oregon	August 5, 2013 – Sept 6, 2013

### Contract Documents:

Contract No. 001314500

### RFP Documents:

- RFP 0790A Offender Monitoring
- RFP 0790A Addendum 1
- RFP 0790A Addendum 2
- RFP 0790A Addendum 3
- RFP Posting Document

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- Go Green Program

## U.S. COMMUNITIES | NATIONAL COOPERATIVE PURCHASING PROGRAM

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- How it Works
- FAQs

### Why Use U.S. Communities

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- Webinars & Events
- Supplier Commitments

### Discounts on Brands

- Products & Suppliers
- Online Marketplace
- Solicitations

### Over 55,000 agencies trust U.S.

- Who Uses U.S. Communities
- Cooperative Structures
- State Structures

CONTACT US BECOME A SUPPLIER ABOUT US LEGAL PRIVACY MICPA

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MISSOURI ONLINE BUSINESS FILING

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Gen. Business - For Profit Details as of 7/15/2014

<p>Fees &amp; Forms</p> <p>FAQ</p> <p>Corporations Home</p> <p>Business Outreach Office</p> <p>UCC Filings</p> <p>Corporation Filings</p> <p>SQS Home</p> <p>Contact Us</p>	<p>*Required Field</p>												
<p>If you wish to file online, select the filing from the Filing drop-down list, then click the FILE ONLINE button.</p> <p>To file a registration report, click the FILE REGISTRATION REPORT button.</p> <p>To order copies or certificates, click the COPIES/CERTIFICATES button.</p>													
<table border="0"> <tr> <td>RETURN TO</td> <td>Select filing from the list.</td> <td>FILE</td> </tr> <tr> <td><b>SEARCH RESULTS</b></td> <td>Filing Type Amended Articles Accepting Professional Corp.</td> <td><b>ONLINE</b></td> </tr> <tr> <td>ORDER COPIES:</td> <td>Select registration report type from the list.</td> <td>FILE</td> </tr> <tr> <td><b>CERTIFICATES</b></td> <td>Report Type Annual Registration Report</td> <td><b>REG. REPORT</b></td> </tr> </table>		RETURN TO	Select filing from the list.	FILE	<b>SEARCH RESULTS</b>	Filing Type Amended Articles Accepting Professional Corp.	<b>ONLINE</b>	ORDER COPIES:	Select registration report type from the list.	FILE	<b>CERTIFICATES</b>	Report Type Annual Registration Report	<b>REG. REPORT</b>
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<p>The information contained herein is provided as a public service. The State makes no representation or guarantee as to the correctness, completeness or suitability of the information provided or of any linked information. All critical information should be verified directly with the Secretary of State, Corporation Division. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights. The information and/or services provided may change at any time without notice.</p>													

[View assistance for SAM.gov](#)

### Search Results

**Current Search Terms: BI incorporated\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

**No records found for current search.**

#### Glossary

##### Search

##### Results

Entity

Exclusion

##### Search

##### Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1972.20140711-1717

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 24th day of July 20 14

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision from the Information Technology Department for the Prosecuting Attorney staff for Cabling for Wi-Fi Access Points.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency & Contingency	Emergency	6,400	
1170	71100	Information Technology	Outside Services		6,400
			Not to Exceed \$6,400.00		
			City of Columbia Cooperative Contract #46/2013		
			Low Voltage Wire Installation		
				6,400	6,400

Done this 24<sup>th</sup> day of July, 2014.

ATTEST:

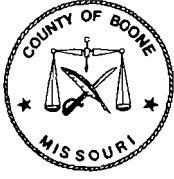
*Wendy S. Noren*  
 Wendy S. Noren  
 Clerk of the County Commission

*Daniel K. Atwill*  
 Daniel K. Atwill  
 Presiding Commissioner

*Karen M. Miller*  
 Karen M. Miller  
 District I Commissioner

*Absent*  
 Janet M. Thompson  
 District II Commissioner





**BOONE COUNTY**  
**Department of Information Technology**  
ROGER B. WILSON GOVERNMENT CENTER  
801 E. Walnut, Room 221  
Columbia, MO 65201-4890  
573-886-4319

**Aron Gish**

**Director**

**DATE:** July 22<sup>nd</sup>, 2014

**TO:** Dan Atwill, Presiding Commissioner  
Karen Miller, District I Commissioner  
Janet Thompson, District II Commissioner

**FROM:** Aron Gish

**SUBJECT:** Request for Budget Revision – Prosecuting Attorney Cabling for Wi-Fi Access Points

**cc:** June Pitchford, County Auditor  
Caryn Ginter, Budget Analyst

As part of a project to equip the Prosecuting Attorney's staff with technology in the court rooms there is a need for additional computer cabling. This computer cabling will be added to the building and supply network connectivity to wireless access points. One of the overall goals is to reduce the amount of paper needed in the process of working a case. Laptops, printers and wireless access points have been approved and purchased from the FY2014 budget. The cabling is the final piece that will allow the technology to be deployed. The cabling piece of this project was identified during the FY2014 budget process; however there was not a good estimate available at that time.

I have worked with the Auditor's Office to develop this budget revision. The request is to move funds from Department 1123 (Emergency & Contingency) and account 86800 (Emergency) to Department 1170 (Information Technology) and account 71100 (Outside Services).

**Total Cost Not to Exceed: \$6,400**

Thank you for your consideration.

## Trudy Fisher - Re: Courthouse cable run quote

**From:** Shannon Steelman <shannon@steel-nett.com>  
**To:** Amy Robbins <arobbins@boonecountymmo.org>  
**Date:** 7/2/2014 11:33 AM  
**Subject:** Re: Courthouse cable run quote  
**CC:** Aron Gish <AGish@boonecountymmo.org>

Yes this is correct.

Communication worker.

Sent from my iPhone

On Jul 2, 2014, at 10:41 AM, "Amy Robbins" <arobbins@boonecountymmo.org> wrote:

Hi Shannon - Based on the estimate in your email below I've broken down your quote as:

*\$1,200 material cost  
40 man-hours at \$130 per hour for a total of \$5,200 in labor  
Total estimate: \$6,400*

Can you please confirm this information as well as indicate the type of workers being used on the project so that we can verify the correct prevailing wage?

Thank you!  
Amy

Amy Robbins  
Senior Buyer  
Boone County Purchasing  
613 E. Ash St. Room 109  
Columbia, MO 65201  
Phone 573-886-4392  
Fax 573-886-4390  
Email: [arobbins@boonecountymmo.org](mailto:arobbins@boonecountymmo.org)

Check out our web page at: [www.ShowMeBoone.com](http://www.ShowMeBoone.com)

>>> Shannon Steelman <shannon@steel-nett.com> 7/1/2014 10:49 PM >>>  
I estimated \$1,200 in material and 40 man hours. I was thinking 5 guys for a full 8 hour day.  
Thanks.

On Mon, Jun 30, 2014 at 10:27 AM, Aron Gish <agish@boonecountymmo.org> wrote:

Shannon,  
Ryan stated July 12th or July 26th would both work if they work for you. If not, we will need to get the dates for August from the courts and let you know.





# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 24th day of July 20 14

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Intergovernmental Agreement between Boone County, the City of Columbia and the State of Missouri relating to the reallocation of JAG funds.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Intergovernmental Agreement.

Done this 24th day of July, 2014.

ATTEST:

Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner  
Karen M. Miller  
Karen M. Miller  
District I Commissioner  
Absent  
Janet M. Thompson  
District II Commissioner

THE STATE OF MISSOURI  
COUNTY OF BOONE

CONTRACT NO. 362-2014

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF COLUMBIA, MISSOURI AND COUNTY  
OF BOONE, MISSOURI**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
FY 2014 LOCAL SOLICITATION**

This Agreement is made and entered into this 24<sup>th</sup> day of July, 2014, by and between The **COUNTY of BOONE**, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the **CITY of COLUMBIA**, acting by and through its City Manager, hereinafter referred to as CITY, both of Boone County, State of Missouri.

**WHEREAS**, both parties are empowered to enter into cooperative agreements for the purposes herein stated pursuant to Section 70.220 RSMo; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the parties anticipate a total allocation under this grant in the amount of \$46,236.00 hereinafter referred to as JAG funds, to COUNTY; and

**WHEREAS**, the COUNTY and CITY believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

COUNTY agrees to pay CITY a total of Sixty Percent (60%) of JAG funds received herein, or an anticipated \$27,741.60 of JAG funds. COUNTY is the Applicant / Fiscal Agent for the joint funds.

**Section 2.**

COUNTY agrees to use a total of Forty Percent (40%) of JAG funds received herein for approved program(s), or an anticipated \$18,494.40 of JAG funds.

**Section 3.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 4.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

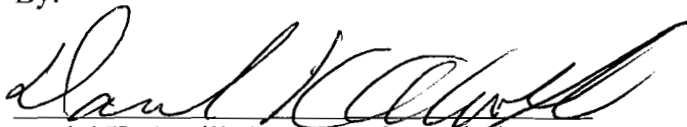
**Section 5.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

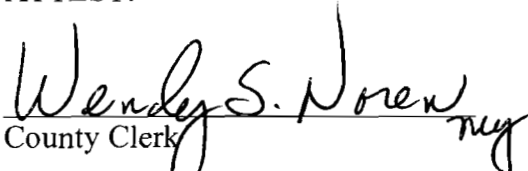
**BOONE COUNTY, MISSOURI**

Through Its County Commission

By:

  
Daniel K. Atwill, Presiding Commissioner


ATTEST:

  
County Clerk

APPROVED AS TO FORM:

  
C.J. Dykhouse, County Counselor

**CITY OF COLUMBIA, MISSOURI**

By:   
Mike Matthes, City Manager

ATTEST:

  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

  
Nancy Thompson, City Counselor

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 24th day of July 20 14

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached order authorizing the issuance of Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2014, of Boone County Missouri; and authorizing and approving certain documents and actions in connection with the issuance.

Done this 24th day of July, 2014.

ATTEST:

*Wendy S. Noren*  
 Wendy S. Noren  
 Clerk of the County Commission

*Daniel K. Atwill*  
 Daniel K. Atwill  
 Presiding Commissioner

*Karen M. Miller*  
 Karen M. Miller  
 District I Commissioner

*Absent*  
 Janet M. Thompson  
 District II Commissioner

**ORDER AUTHORIZING THE ISSUANCE OF HOSPITAL  
REFUNDING REVENUE BONDS (BOONE HOSPITAL  
CENTER), SERIES 2014, OF BOONE COUNTY, MISSOURI; AND  
AUTHORIZING AND APPROVING CERTAIN DOCUMENTS  
AND ACTIONS IN CONNECTION THEREWITH.**

---

**RECITALS**

1. Boone County, Missouri (the "County"), together with the Board of Trustees of Boone County Hospital (the "Board"), owns an acute care hospital and related facilities, known as Boone Hospital Center (the "Hospital"), pursuant to sections 205.160 to 205.379, inclusive, of the Revised Statutes of Missouri, as amended (the "Act").

2. The Board is duly constituted, established and elected pursuant to the Act and has the authority under the Act to operate, maintain and manage the Hospital, to enter into contracts for the use, operation or management of the Hospital and, with the consent of the County Commission, to enter into leases of the Hospital.

3. The Board has entered into an Amended and Restated Lease dated January 1, 2001 (as heretofore or hereafter amended, the "Lease"), with CH Allied Services, Inc., a Missouri nonprofit corporation (the "Lessee"), currently in effect through December 31, 2020, pursuant to which the Lessee has full management, control and use of the Hospital.

4. The County Commission is authorized pursuant to the Act to issue and sell revenue bonds of the County for the purpose of providing funds for the acquisition, construction, equipment, improvement, extension, repair and furnishing of hospitals and related facilities, provided that the principal of and interest on such revenue bonds shall be payable solely from the net income and revenues arising from the operation of such hospitals and related facilities after providing for the cost of operation and maintenance thereof.

5. Pursuant to an Indenture of Trust dated as of December 1, 2002 (the "Original Indenture"), the First Supplemental Indenture of Trust dated as of August 1, 2004 (the "First Supplemental Indenture"), the Second Supplemental Indenture of Trust dated as of June 1, 2008 (the "Second Supplemental Indenture") and the Third Supplemental Indenture of Trust dated as of July 1, 2012 (the "Third Supplemental Indenture"), the County has previously issued its (i) Hospital Revenue Bonds (Boone Hospital Center), Series 2004 (the "Series 2004 Bonds"), in the original principal amount of \$6,740,000, and currently outstanding in the principal amount of \$4,415,000, (ii) its Hospital Revenue Bonds (Boone Hospital Center), Series 2008 (the "Series 2008 Bonds"), in the original principal amount of \$100,000,000, and currently outstanding in the principal amount of \$88,130,000, and (iii) its Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2012 (the "Series 2012 Bonds"), in the original principal amount of \$11,410,000, and currently outstanding in the principal amount of \$10,360,000.

6. The Board of Trustees has found and determined that it is necessary and desirable to achieve certain economic savings by refunding, defeasing and paying all the outstanding Series 2004 Bonds (the "Refunded Bonds") prior to their scheduled maturities (the "Refunding"), and is authorized under the provisions of the Act and Section 108.140(2) of the Revised Statutes of Missouri, as amended,

to issue and sell refunding revenue bonds for such purpose, and has recommended and requested that the County Commission authorize the issuance of revenue bonds of the County pursuant to the Act, on a parity with the Series 2008 Bonds and the Series 2012 Bonds, to provide funds to pay the costs of the Refunding.

7. The Board has requested the County Commission to issue one or more series of its Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2014 (the "Series 2014 Bonds"), to provide funds to pay the costs of the Refunding, and the County Commission has found and determined that it is necessary and advisable and will promote the general health and welfare of the County and of its inhabitants for the County to issue, sell and deliver the Bonds to provide funds for such purpose.

8. The County Commission further finds and determines that it is necessary and desirable in connection with the issuance and sale of the Series 2014 Bonds that the County Commission execute and deliver certain documents, copies of which documents have been presented at this meeting and shall be filed with the County Clerk, and that the County Commission take certain other actions and approve certain other documents as herein provided.

**NOW THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:**

**Section 1. Issuance of Hospital Refunding Revenue Bonds.** The County Commission finds and determines that it is advisable that the County sell, issue and deliver the Series 2014 Bonds in the aggregate principal amount of not to exceed \$4,100,000. The Series 2014 Bonds shall be issued and secured pursuant to the Fourth Supplemental Indenture of Trust dated as of the date set forth therein (the "Fourth Supplemental Indenture"), among the County, the Board and UMB Bank, n.a., as trustee (the "Trustee"), which Fourth Supplemental Indenture supplements the Original Indenture (as supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture, the "Indenture of Trust"). The present value savings resulting from the Refunding, calculated to include all costs and expenses allocable to the Series 2014 Bonds (AIC), shall be not less than 5.00% of the debt service on the Series 2004 Bonds being refunded. The Series 2014 Bonds shall (1) bear interest at such rate resulting in a true interest cost, as described in Section 108.170(6) of the Revised Statutes of Missouri, as amended, not to exceed 4.50% per annum, (2) be sold at a purchase price of not less than 98.0% of the principal amount of the Series 2014 Bonds, (3) have a weighted average maturity not exceeding the weighted average maturity of the Series 2004 Bonds being refunded, (4) be subject to annual mandatory sinking fund redemption in such amounts necessary to result in substantially level debt service for the Series 2014 Bonds, with a maturity not later than August 1, 2024, and (5) have such other redemption provisions and other terms specified in the Certificate of Final Terms attached hereto as **Exhibit A**. The Certificate of Final Terms shall be executed by the County Treasurer, the Chairperson and an authorized representative of Clayton Holdings, LLC, a wholly owned subsidiary of Commerce Bank, the purchaser of the Series 2014 Bonds (the "Purchaser") on or before August 26, 2014. The signature of the County Treasurer on said Certificate of Final Terms shall constitute conclusive evidence of the approval of the County Commission. The final terms of the Series 2014 Bonds shall also be specified in the Fourth Supplemental Indenture.

**Section 2. Authorization and Approval of Documents.** The County is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the County Commission at this meeting and attached to this Order (copies of which documents shall be filed in the records of the County), with such changes therein as shall be approved by the officer or officers of the



County executing such documents (the "County Documents"), such officer's or officers' signatures thereon being conclusive evidence of his, her or their approval thereof:

(a) Fourth Supplemental Indenture.

(b) Tax Compliance Agreement among the County, the Board, the Lessee and the Trustee, entered in order to set forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of the Series 2014 Bonds, to establish and maintain the exclusion of interest on the Series 2014 Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

**Section 3. Redemption of Refunded Bonds.** Pursuant to an Order of the County Commission approved on June 24, 2014, the County Treasurer was directed to cause notice of the call for redemption and payment of the Refunded Bonds to be given in the manner provided in the Original Indenture. The Refunded Bonds shall be called for redemption and payment prior to maturity on August 29, 2014 (the "Redemption Date"). The Refunded Bonds shall be redeemed at the office of the paying agent for the Refunded Bonds on the Redemption Date by the payment of the principal thereof together with accrued interest thereon to the Redemption Date. The officers of the Board and the paying agent for the Refunded Bonds are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption and payment of the Refunded Bonds as herein provided.

**Section 4. Execution of Bonds and County Documents.** The Presiding Commissioner is authorized to execute the Series 2014 Bonds by manual or facsimile signature and to deliver the Series 2014 Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the County Commission in the manner provided in the Indenture of Trust. The Presiding Commissioner or the County Treasurer is hereby authorized to execute and deliver the County Documents for and on behalf of and as the act and deed of the County. The County Clerk is hereby authorized to attest to the Series 2014 Bonds by manual or facsimile signature, the County Documents and to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order.

**Section 5. Limited Obligations.** The Series 2014 Bonds shall be special limited obligations of the County payable solely from, and secured as to the payment of principal and interest by, a pledge of the net income and revenues arising from the operation of the Hospital, including all rentals received under the Lease, after providing for the costs of operation and maintenance thereof, and from all other income made available to the Board with respect to the Hospital, except proceeds from taxation but including operating income, non-operating income, investment income, gifts, bequests, contributions and grants and other moneys, except to the extent otherwise limited by the donor or grantor, and the County hereby pledges said net income and revenues and other moneys to the payment of such principal and interest on the Series 2014 Bonds. Neither the general credit nor the taxing power of the County is pledged to the payment of the Series 2014 Bonds either as to principal or interest. The Series 2014 Bonds shall not be or constitute a general obligation of the County, nor shall they constitute an indebtedness of the County within the meaning of any constitutional or statutory provision, limitation or restriction.

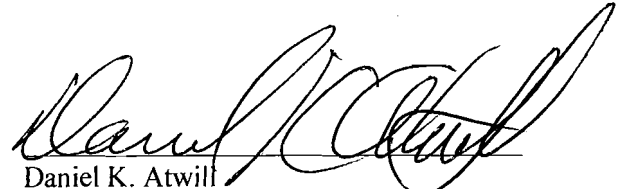
**Section 6. Further Authority.** The County Commission shall, and the Presiding Commissioner and other Commissioners, officers, agents and employees of the County are hereby authorized to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, and to carry out the issuance of the Series 2014 Bonds.

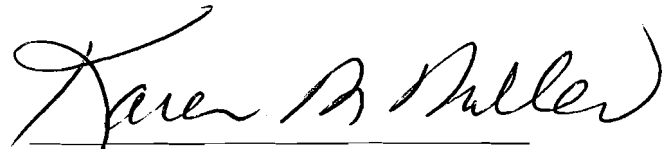
**Section 7. Effective Date.** This Order shall take effect and be in full force immediately after its approval by the County Commission.

**APPROVED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI,  
THIS 24<sup>th</sup> DAY OF JULY, 2014.**

(SEAL)

  
\_\_\_\_\_  
Wendy S. Noren  
Clerk of the County Commission

  
\_\_\_\_\_  
Daniel K. Atwill  
Presiding Commissioner

  
\_\_\_\_\_  
Karen M. Miller  
District I Commissioner

  
\_\_\_\_\_  
Janet M. Thompson  
District II Commissioner

EXHIBIT A

**CERTIFICATE OF FINAL TERMS FOR  
BOONE COUNTY, MISSOURI  
HOSPITAL REFUNDING REVENUE BONDS  
(BOONE HOSPITAL CENTER)  
SERIES 2014**

1. **Original Principal Amount:** \$\_\_\_\_\_
2. **Maturity Date:** August 1, 20\_\_.
3. **True Interest Cost:** \_\_\_\_\_%.
4. **Purchase Price:** \$\_\_\_\_\_.
5. **Present Value Savings:** \_\_\_\_\_% of the debt service on the Series 2004 Bonds being refunded.
6. **Optional Redemption:** The Series 2014 Bonds shall be subject to redemption and payment prior to maturity, at the option of the County, which shall be exercised upon instructions from the Board of Trustees, in whole or in part on and after August 1, 20\_\_, at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest thereon to the redemption date.
7. **Mandatory Sinking Fund Redemption:** The Series 2014 Bonds shall be subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Fourth Supplemental Indenture on August 1 in each of the years set forth below, at the principal amount thereof plus accrued interest to the redemption date, without premium:

<u>Due</u> <u>August 1</u>	<u>Principal</u> <u>Amount</u>
2015	\$
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	

8. **Extraordinary Optional Redemption:** The Series 2014 Bonds shall be subject to redemption and payment prior to the stated maturity thereof, at the option of the County, which shall be exercised upon instructions from the Board of Trustees (given within 120 days of the applicable event), in whole or in part at any time, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, upon the occurrence of any of the following events:

(1) the Hospital shall have been damaged or destroyed to such extent that in the determination of the Board of Trustees (A) the Hospital cannot be reasonably restored within a period of six months to the condition thereof immediately preceding such damage or destruction, or (B) the Board of Trustees is thereby prevented from carrying on its normal operations of the Hospital for a period of six months, or (C) the cost of restoration thereof would exceed the net proceeds of insurance carried thereon, plus the amounts for which the Board of Trustees is self-insured with respect to deductible amounts, provided that if the conditions described in (C) exist and neither of the conditions described in (A) or (B) exist, redemption under this subsection (1) shall be limited to the amount of insurance proceeds; or

(2) title to, or the temporary use of, the Hospital or any portion thereof shall have been condemned or taken by any authority exercising the power of eminent domain for any public or quasi-public use and the Board of Trustees is thereby prevented from carrying on its normal operations of the Hospital for a period of six months; or

(3) as a result of any changes in the Constitution of Missouri or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final direction, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Board of Trustees in good faith, the Indenture shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in the Indenture.

*[Remainder of this page intentionally left blank]*

The preceding terms of the Series 2014 Bonds are hereby approved by the County Treasurer of Boone County, Missouri on behalf of the County Commission this \_\_\_\_\_ day of August, 2014.

\_\_\_\_\_  
County Treasurer

ATTEST:

\_\_\_\_\_  
County Clerk of Boone County, Missouri

The preceding terms of the Series 2014 Bonds are hereby approved by the Board of Trustees of Boone County Hospital this \_\_\_\_\_ day of August, 2014.

By: \_\_\_\_\_  
Title: Chairperson of the Board of Trustees  
of Boone County Hospital

ATTEST:

By: \_\_\_\_\_  
Title: Secretary of the Board of Trustees  
of Boone County Hospital

The preceding terms of the Series 2014 Bonds are hereby approved by an authorized representative of \_\_\_\_\_, the purchaser of the Series 2014 Bonds, this \_\_\_\_\_ day of August, 2014.

[[PURCHASER]]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**FOURTH SUPPLEMENTAL INDENTURE OF TRUST**

**Dated as of August 1, 2014**

---

**among**

**BOONE COUNTY, MISSOURI,**

**BOARD OF TRUSTEES OF  
BOONE COUNTY HOSPITAL,**

**and**

**UMB BANK, n.a.,  
Kansas City, Missouri,  
as Trustee**

**§ \_\_\_\_\_  
Hospital Refunding Revenue Bonds  
(Boone Hospital Center)  
Series 2014**

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**FOURTH SUPPLEMENTAL INDENTURE OF TRUST**

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Exhibit A - Form of Series 2014 Bonds

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\* \* \*

## FOURTH SUPPLEMENTAL INDENTURE OF TRUST

THIS FOURTH SUPPLEMENTAL INDENTURE OF TRUST dated as of August 1, 2014 (the “**Fourth Supplemental Indenture**”), supplements and amends that certain Indenture of Trust dated as of December 1, 2002 (the “**Original Indenture**”), as heretofore supplemented and amended by the First Supplemental Indenture of Trust dated as of August 1, 2004 (the “**First Supplemental Indenture**”), the Second Supplemental Indenture of Trust dated as of June 1, 2008 (the “**Second Supplemental Indenture**”) and the Third Supplemental Indenture of Trust dated as of July 1, 2012 (the “**Third Supplemental Indenture**”), among **BOONE COUNTY, MISSOURI**, a first class county duly organized and existing under the laws of the State of Missouri (the “**County**”), the **BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL** (the “**Board**”), and **UMB BANK, n.a.**, a national banking association having its principal corporate trust office located in Kansas City, Missouri, as trustee (the “**Trustee**”). The Original Indenture, together with the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and this Fourth Supplemental Indenture is hereinafter referred to as the “**Indenture**”).

### RECITALS

1. The County and the Board now own an acute care hospital and related facilities in Columbia, Missouri, known as Boone Hospital Center (the “**Hospital**”), pursuant to Sections 205.160 to 205.379, inclusive, of the Revised Statutes of Missouri, as amended (the “**Act**”).
2. The Board is duly constituted, established and elected pursuant to the Act and has the authority under the Act to operate, maintain and manage the Hospital, to enter into contracts for the use, operation or management of the Hospital and, with the consent of the County, to enter into leases of the Hospital.
3. The Board has entered into an Amended and Restated Lease dated January 1, 2001 (as heretofore or hereafter amended, the “**Lease**”), with CH Allied Services, Inc., a Missouri nonprofit corporation (the “**Lessee**”), currently in effect through December 31, 2020, pursuant to which the Lessee has full management, control and use of the Hospital.
4. The obligations of the Lessee under the Lease are guaranteed by Christian Health Services Development Corporation, the parent corporation of the Lessee.
5. The County is authorized pursuant to the Act to issue and sell revenue bonds of the County for the purpose of providing funds for the acquisition, construction, equipment, improvement, extension, repair and furnishing of hospitals and related facilities, provided that the principal of and interest on such revenue bonds shall be payable solely from the net income and revenues arising from the operation of such hospitals and related facilities after providing for the cost of operation and maintenance thereof.
6. Pursuant to the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, the County has heretofore issued (a) its Hospital Revenue Bonds (Boone Hospital Center), Series 2004 (the “**Series 2004 Bonds**”), in the original principal amount of \$6,740,000, and currently outstanding in the principal amount of \$4,415,000, (b) its Hospital Revenue Bonds (Boone Hospital Center), Series 2008 (the “**Series 2008 Bonds**”), in the original principal amount of \$100,000,000, and currently outstanding in the principal amount of \$88,130,000, and

(c) its Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2012 (the “**Series 2012 Bonds**”), in the original principal amount of \$11,410,000, and currently outstanding in the principal amount of \$10,360,000, which Series 2012 Bonds refunded the County’s Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2002, in their entirety.

7. The Board by a duly adopted Resolution has found and determined that it is necessary and desirable to achieve certain economic savings by refunding, defeasing and paying all the outstanding Series 2004 Bonds prior to their scheduled maturities (the “**Refunding**”), and is authorized under the provisions of the Act and Section 108.140(2) of the Revised Statutes of Missouri, as amended, to issue and sell refunding revenue bonds for such purpose, and has recommended and requested that the County authorize the issuance of revenue bonds of the County pursuant to the Act, on a parity with the Series 2008 Bonds and the Series 2012 Bonds, to provide funds to pay the costs of the Refunding.

8. The execution and delivery of this Fourth Supplemental Indenture and the issuance of \$ \_\_\_\_\_ principal amount of Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2014 (the “**Series 2014 Bonds**”), under the Indenture have been in all respects duly and validly authorized by an Order duly passed and approved by the County and approved by a Resolution duly passed and approved by the Board.

9. The Indenture provides for the issuance of parity bonds from time to time (herein called “**Additional Bonds**,” the Series 2008 Bonds, the Series 2012 Bonds, the Series 2014 Bonds and any other Additional Bonds being herein collectively called the “**Bonds**”) on the terms and conditions provided for herein.

10. All things necessary to make the Series 2014 Bonds, when authenticated by the Trustee and issued as in the Indenture provided, the valid, legal and binding obligations of the County, and to constitute the Indenture a valid, legal and binding pledge and assignment of the rights, interests and revenues herein made for the security of the payment of the Series 2014 Bonds issued hereunder, have been done and performed, and the execution and delivery of this Fourth Supplemental Indenture and the execution and issuance of the Series 2014 Bonds, subject to the terms hereof, have in all respects been duly authorized.

## GRANTING CLAUSES

In order to secure the payment of all of the Bonds issued and Outstanding under the Indenture from time to time according to their tenor and effect and to secure the performance and observance by the County and the Board of all the covenants, agreements and conditions herein and in the Bonds contained, and in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Board do hereby confirm the transfer, pledge and assignment to the Trustee, and the grant of a security interest to the Trustee in, the property described in paragraphs (a) and (b) below (said property being herein referred to as the “**Trust Estate**”):

(a) All net income and revenues derived by the Board from the operation of the Hospital Facilities, including all rentals received under the Lease, after providing for the costs of operation and maintenance thereof, and all other income made available to the Board with respect to the Hospital Facilities other than from proceeds of taxation but including all operating and non-operating revenues, investment income, gifts, bequests, contributions and grants and other moneys, except to the extent otherwise limited by the donor or grantor; and

(b) All moneys and securities (except moneys and securities in the Rebate Fund) from time to time held by the Trustee under the terms of this Indenture, which the Trustee is hereby authorized to receive at any and all times and to hold and apply the same subject to the terms of the Indenture; and

(c) any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under this Indenture by the County, the Board or by anyone in their behalf or with their written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of the Indenture.

It is hereby expressly declared, covenanted and agreed by and among the parties hereto, that all Bonds issued and secured under the Indenture are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied, for the equal and proportionate benefit of the respective Owners of the Bonds, under and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the County and the Board do hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

## ARTICLE I DEFINITIONS, RULES OF CONSTRUCTION

### Section 101. Definitions of Words and Terms.

(a) **Additional Definitions.** In addition to words and terms defined in the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and elsewhere herein, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

**“Applicable Spread”** means an amount equal to one hundred twenty-five basis points (1.25%).

**“Determination of Taxability”** means the enactment of legislation, the adoption of final regulations, the issuance of a statutory notice of deficiency, a ruling by the Internal Revenue Service, or a final decision of a court of competent jurisdiction, which holds in effect that the interest payable on any Series 2014 Bond is not excludable from the gross income of the Owner thereof for federal income tax purposes for any reason; provided, however, that no Determination of Taxability shall occur until the expiration or waiver of all periods for appeal. In addition, if the County or the Board attempts to contest a Determination of Taxability in the name of any Owner, and the Owner refuses to permit the County or the Board, as applicable, to take such action, then no Determination of Taxability will occur.

**“Indexed Rate”** means \_\_\_\_\_%, the interest rate on the Series 2014 Bonds, which rate is equal to 67% times the sum of (i) the Swap Rate plus (ii) the Applicable Spread.

**“Prime Rate”** means the prime rate as from time to time published in the “Money Rates” column of *The Wall Street Journal*.

“**Purchaser**” means \_\_\_\_\_, [city], [state], the purchaser of the Series 2014 Bonds.

“**Redemption Date**” means August \_\_, 2014, the redemption date of the Series 2004 Bonds.

“**Series 2004 Debt Service Account**” means the account established by the Trustee within the Debt Service Fund at the time of the issuance of the Series 2004 Bonds.

“**Series 2004 Debt Service Reserve Account**” means the account established by the Trustee within the Debt Service Reserve Fund at the time of the issuance of the Series 2004 Bonds.

“**Series 2014 Bonds**” means the series of Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2014, aggregating the principal amount of \$ \_\_\_\_\_ issued pursuant to the Indenture.

“**Series 2014 Tax Compliance Agreement**” means, with respect to the Series 2014 Bonds, the Tax Compliance Agreement of even date herewith, among the County, the Board and the Trustee, as from time to time amended in accordance with the provisions thereof.

“**Swap Rate**” means the ask rate for United States Swap Rate (USD Swap Semi 30/360) as reported in the most recent Board of Governors’ Federal Reserve Statistical Release H.15 for the 5-year maturity in the column containing the most recent date on the morning that is two business days prior to the Closing Date.

(b) *Amended Definitions.* The definitions of the following words and terms set forth in the Original Indenture, as amended by the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, are hereby amended to read as follows:

“**Debt Service Reserve Fund Requirement**” means (a) with respect to the Series 2008 Bonds, initially \$7,426,956.26, increasing to an amount equal to the initial amount plus all interest and earnings accrued on that amount, up to a maximum of \$7,738,400.00 (\$ \_\_\_\_\_ as of July \_\_, 2014), (b) with respect to the Series 2012 Bonds, \$1,194,415.16, (c) with respect to the Series 2014 Bonds, \$-0-, and (d) with respect to any other series of Additional Bonds, the amount set forth in the Supplemental Indenture authorizing such series of Additional Bonds.

“**Interest Payment Date**” means (a) with respect to the Series 2008 Bonds and the Series 2012 Bonds, February 1 and August 1 of each year, (b) with respect to the Series 2014 Bonds, February 1 and August 1 of each year, beginning on February 1, 2015, and (c) with respect to any series of Additional Bonds, such dates as shall be specified in the Supplemental Indenture authorizing such Series of Bonds.

## ARTICLE II

### THE SERIES 2014 BONDS

#### Section 201. Authorization of Series 2014 Bonds.

(a) There shall be issued and secured by the Indenture a series of Bonds in the aggregate principal amount of \$\_\_\_\_\_, designated “Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2014” (herein called the “**Series 2014 Bonds**”), for the purpose of providing funds, which, together with available money in the Series 2004 Debt Service Account and the Series 2004 Debt Service Reserve Account, will be sufficient to (1) pay the costs of the Refunding and (2) pay Costs of Issuance of the Series 2014 Bonds. The Series 2014 Bonds shall consist of a single term bond with a Stated Maturity of August 1, 20\_\_\_, shall be dated the date of their initial issuance and delivery, shall be subject to prior redemption as hereinafter provided in **Article III**, and shall bear interest at the Indexed Rate:

The Series 2014 Bonds shall bear interest at the Indexed Rate (computed for the actual number of days outstanding on the basis of a 360-day year) from their date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date (February 1 and August 1, beginning on February 1, 2015).

(b) The Series 2014 Bonds shall be executed in the manner set forth herein and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Series 2014 Bonds by the Trustee there shall be filed with the Trustee the following:

(1) A copy, certified by the County Clerk, of the resolution or order adopted by the County authorizing the issuance of the Series 2014 Bonds and the execution of this Fourth Supplemental Indenture and any other Transaction Documents relating to the issuance of the Series 2014 Bonds, to which the County is a party;

(2) A copy, certified by the Secretary or an Assistant Secretary of the Board, of the resolution adopted by the Board authorizing the execution and delivery of this Fourth Supplemental Indenture and any Transaction Documents relating to the issuance of the Series 2014 Bonds, to which the Board is a party, and approving the issuance and sale of the Series 2014 Bonds;

(3) An original executed counterpart of this Fourth Supplemental Indenture and each of the other Transaction Documents relating to the issuance of the Series 2014 Bonds;

(4) An original executed counterpart of the Officer’s Certificate required by **Section 801(a)(1)** of the Original Indenture for the issuance of the Series 2014 Bonds;

(5) A copy of the Lease, including all amendments thereto; certified by the Secretary or Assistant Secretary of the Board;

(6) A request and authorization to the Trustee by the County to authenticate the Series 2014 Bonds and deliver said Bonds to the Purchaser upon payment to the Trustee, for the account of the County, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the name of the Purchaser and the amount of such purchase price;

(7) Opinions of Bond Counsel, dated the Closing Date, relating to the validity of the Series 2014 Bonds, the exclusion from federal gross income of the interest on the Series 2014 Bonds under the Internal Revenue Code, the exemption of the Series 2014 Bonds from registration under the Securities Act of 1933, as amended, and the exemption of this Indenture from qualification under the Trust Indenture Act of 1939, as amended;

(8) An Opinion of Bond Counsel to the effect that all requirements for the issuance of the Series 2014 Bonds have been met and the issuance of the Series 2014 Bonds will not result in the interest on any Bonds then Outstanding that were issued as tax-exempt bonds becoming subject to federal income taxes then in effect and the Opinion of Bond Counsel required by **Section 1003** of the Original Indenture; and

(9) Such other certificates, statements, receipts, opinions and documents required by any of the Transaction Documents or as the Trustee or the Purchaser shall reasonably require for the delivery of the Series 2014 Bonds.

(c) When the documents specified in paragraph (b) of this Section have been filed with the Trustee, and when the Series 2014 Bonds have been executed and authenticated as required by this Fourth Supplemental Indenture, the Trustee shall deliver the Series 2014 Bonds to the Purchaser, but only upon payment to the Trustee of the purchase price for the Series 2014 Bonds. The proceeds of the sale of the Series 2014 Bonds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in **Article IV** of this Fourth Supplemental Indenture.

(d) The Trustee is hereby designated as the Paying Agent for the payment of the principal of, redemption premium, if any, and interest on the Series 2014 Bonds.

## **Section 202. Miscellaneous Interest Rate Provisions.**

(a) *Change in Tax Laws.* In the event of a change in the federal tax laws, regulations or interpretation of federal tax laws that shall have the effect of reducing the after-tax economic yield (i.e., the tax equivalent yield) on the Series 2014 Bonds, the Purchaser shall have the right to change the Indexed Rate to an interest rate by which the Purchaser will realize an after-tax economic yield equal to the after-tax economic yield prior to any such change. Such interest rate change shall be retroactive to the date of the occurrence giving rise thereto. In the event the Purchaser asserts its right to make any adjustment pursuant to this provision, the Purchaser shall furnish to the County and the Board a statement setting forth the additional amount or amounts to be paid to the Purchaser hereunder which statement shall set forth the assumptions and methodology to support such assertion. The Purchaser's statement shall be conclusive in the absence of manifest error. In determining such amount, the Purchaser may use any reasonable averaging and attribution methods and it shall be conclusively assumed that the Purchaser is subject to taxation at the marginal corporate tax rate imposed on the highest level of income. Within 90 days after the Board's receipt of a written statement under this subsection (a), and upon payment by the Board of any additional amounts set forth in such statement, the County (upon written direction from the Board) may optionally redeem the Series 2014 Bonds in whole, but not in part, in accordance with **Section 301(a)** hereof at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption, without premium.

(b) *Rate Following Determination of Taxability.* On and after a Determination of Taxability, the Indexed Rate for the Series 2014 Bonds shall be equal to the Prime Rate.



**Section 203. Form of Series 2014 Bonds.** The Series 2014 Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be, respectively, in substantially the forms set forth in **Exhibit A** attached to this Fourth Supplemental Indenture.

**Section 204. Certificated Series 2014 Bonds; No Book-Entry Bonds.** The Series 2014 Bonds will not be issued as book-entry bonds on the Closing Date. At the written direction of the County delivered to the Trustee and the Board, and upon receipt of the Series 2014 Bonds by the Trustee, new replacement Bonds shall be authenticated and delivered, and shall be registered to Cede & Co., the nominee for the Securities Depository in accordance with **Section 210** of the Original Indenture, and no beneficial owner will thereafter receive certificates representing their respective interests in the Series 2014 Bonds, except in the event the Trustee issues replacement Bonds as provided in the Original Indenture.

**Section 205. Restrictions on Transfer of Series 2014 Bonds.** Notwithstanding the provisions of **Section 206** of the Original Indenture, the Series 2014 Bonds initially shall be privately placed with the Purchaser. No beneficial ownership interest in a Series 2014 Bond may be transferred unless the proposed transferee shall have delivered to the County, the Board and the Trustee a purchaser investment letter from the proposed transferee, in substantially in the form attached hereto as **Exhibit C**, with only such material variations from the form as are evidenced in writing to be acceptable to the County. Each Person who is or who becomes a beneficial owner of a Series 2014 Bond shall be deemed by the acceptance or acquisition of such beneficial ownership interest to have agreed to be bound by the provisions of this Section.

### ARTICLE III

#### REDEMPTION OF SERIES 2014 BONDS

**Section 301. Redemption of Series 2014 Bonds.**

(a) *Optional Redemption.* The Series 2014 Bonds shall be subject to redemption and payment prior to maturity, at the option of the County, which shall be exercised upon instructions from the Board, in whole or in part on and after August 1, 20\_\_, at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest thereon to the redemption date.

(b) *Mandatory Sinking Fund Redemption.* The Series 2014 Bonds shall be subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of this Section on August 1 in each of the years set forth below, at the principal amount thereof plus accrued interest to the redemption date, without premium:

<u>Due</u> <u>August 1</u>	<u>Principal</u> <u>Amount</u>
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	

The Trustee shall, in each year in which Bonds are to be redeemed pursuant to the terms of this subsection (a), make timely selection of such Bonds or portions thereof to be so redeemed in \$5,000 units of principal amount in such equitable manner as the Trustee may determine and shall give notice thereof as provided in **Section 304** of this Article without further instructions from the County or the Board. At the option of the Board, to be exercised on or before the 45th day next preceding each mandatory redemption date, the Board may (1) deliver to the Trustee for cancellation Bonds in the aggregate principal amount desired; or (2) furnish to the Trustee funds, together with appropriate written instructions, for the purpose of purchasing any of said Bonds from any Owner thereof in the open market at a price not in excess of **100%** of the principal amount thereof, whereupon the Trustee shall use its best efforts to expend such funds for such purposes to such extent as may be practical; or (3) elect to receive a credit in respect to the mandatory redemption obligation under this subsection (a) for any Bonds of the same maturity which prior to such date have been redeemed (other than through the operation of the requirements of this subsection (a)) and cancelled by the Trustee and not theretofore applied as a credit against any redemption obligation under this subsection (a). Each Term Bond so delivered or previously purchased or redeemed shall be credited at **100%** of the principal amount thereof on the obligation of the County to redeem Bonds of the same maturity on the next mandatory redemption date applicable to Bonds of such maturity that is at least **45** days after receipt by the Trustee of such instructions from the Board, and any excess of such amount shall be credited on future mandatory redemption obligations for Bonds of the same maturity in chronological order or such other order as the Board may designate, and the principal amount of Bonds of the same maturity to be redeemed by operation of the requirements of this subsection (a) shall be reduced accordingly. If the Board intends to exercise the option granted by the provisions of clauses (1), (2) or (3) of this subsection, the Board will, on or before the 45th day next preceding the applicable mandatory redemption date, furnish the Trustee an Officer's Certificate signed by the Board Representative indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with in respect to such mandatory redemption payment, and in the event that option (1) is selected by the Board, such Officer's Certificate shall be accompanied by the such Term Bond certificates.

(c) *Extraordinary Optional Redemption.* The Series 2014 Bonds shall be subject to redemption and payment prior to the stated maturity thereof, at the option of the County, which shall be exercised upon instructions from the Board (given within 120 days of the applicable event), in whole or in part at any time, at a redemption price equal to **100%** of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, upon the occurrence of any of the following events:

- (1) the Hospital shall have been damaged or destroyed to such extent that in the determination of the Board (A) the Hospital cannot be reasonably restored within a period of six months to the condition thereof immediately preceding such damage or destruction, or (B) the

Board is thereby prevented from carrying on its normal operations of the Hospital for a period of six months, or (C) the cost of restoration thereof would exceed the net proceeds of insurance carried thereon, plus the amounts for which the Board is self-insured with respect to deductible amounts, provided that if the conditions described in (C) exist and neither of the conditions described in (A) or (B) exist, redemption under this subsection (1) shall be limited to the amount of insurance proceeds; or

(2) title to, or the temporary use of, the Hospital or any portion thereof shall have been condemned or taken by any authority exercising the power of eminent domain for any public or quasi-public use and the Board is thereby prevented from carrying on its normal operations of the Hospital for a period of six months; or

(3) as a result of any changes in the Constitution of Missouri or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final direction, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Board in good faith, this Indenture shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in this Indenture.

## ARTICLE IV

### FUNDS AND ACCOUNTS; APPLICATION OF MONEYS

#### Section 401. Ratification and Creation of Funds and Accounts.

(a) There have heretofore been created and established by the Board separate funds and accounts designated as follows: (i) Hospital Maintenance Fund (the “**Hospital Maintenance Fund**”) and (ii) Hospital Operation and Maintenance Account (the “**Operation and Maintenance Account**”). These funds and accounts shall be held in the custody of the Board and shall be maintained and administered by the Treasurer of the Board in accordance with the Act and this Indenture so long as any of the Bonds remain Outstanding and unpaid (unless provisions shall have been made for the payment in full of the principal of and interest on the Bonds as provided in **Article XI** of the Original Indenture).

(b) There are hereby ratified or created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the County and the Board to be designated as follows:

(1) “Boone Hospital Center Costs of Issuance Fund” (herein called the “**Costs of Issuance Fund**”), and within such Fund, a separate account, herein called the “**Series 2014 Costs of Issuance Account;**”

(2) “Boone Hospital Center Debt Service Fund” (herein called the “**Debt Service Fund**”) and within such Fund, a separate account, herein called the “**Series 2014 Debt Service Account;**” and

(3) “Boone Hospital Center Rebate Fund” (herein called the “**Rebate Fund**”), and within such Fund, a separate account, herein called the “**Series 2014 Rebate Account.**”

The funds and accounts established pursuant to this subsection (b) shall be maintained and administered by the Trustee in accordance with the provisions of the Indenture, and the Trustee shall have no

responsibility or liability with respect to the maintenance or administration of the funds and accounts held by the Treasurer of the Board.

**Section 402. Disposition of Bond Proceeds and Other Moneys.** The County, for and on behalf of the Board, shall deposit with the Trustee all of the net proceeds of the Series 2014 Bonds, including accrued interest, if any, and the Trustee shall deposit and apply such proceeds, together with other moneys deposited with the Trustee, as follows:

(a) Deposit to the credit of the Series 2014 Costs of Issuance Account, the aggregate sum of \$\_\_\_\_\_ from the proceeds of the Series 2014 Bonds (which amount shall not exceed 2% of the principal amount of the Series 2014 Bonds). Money in the Costs of Issuance Fund shall be paid out from time to time by the Trustee, upon receipt of written disbursement requests of the Board in substantially the form of **Exhibit B** attached hereto, signed by the Board Representative, in amounts equal to the amount of Costs of Issuance of the Series 2014 Bonds incurred by the Board or the County certified in such written requests. At such time as the Trustee is furnished with an Officer's Certificate stating that all such Costs of Issuance have been paid, and in any case not later than six months from the Closing Date, the Trustee shall transfer any moneys remaining in the Series 2014 Costs of Issuance Account to the Series 2014 Debt Service Account; and

(b) Deposit to the credit of the Series 2004 Debt Service Account, the aggregate sum of \$\_\_\_\_\_, representing (i) the sum of \$\_\_\_\_\_ from the proceeds of the Series 2014 Bonds, (ii) the sum of \$\_\_\_\_\_ from available money in the Series 2004 Debt Service Account, and (iii) the sum of \$\_\_\_\_\_ from available money in the Series 2004 Debt Service Reserve Account. Money in the Series 2004 Debt Service Account and the Series 2004 Debt Service Reserve Account will be applied to the redemption and payment in full of the Outstanding Series 2004 Bonds on the Redemption Date, after which the Trustee shall transfer any moneys remaining in the Series 2004 Debt Service Account and the Series 2004 Debt Service Reserve Account to the Series 2014 Debt Service Account.

## ARTICLE V

### GENERAL COVENANTS AND PROVISIONS

In addition to the covenants and agreements in **Article VII** of the Original Indenture, the County and the Board make the following additional covenants and agreements:

**Section 501. Tax Covenants Relating to Series 2014 Bonds.**

(a) The Board will comply with the Series 2014 Tax Compliance Agreement and the provisions of the Internal Revenue Code relating to the exclusion from federal gross income of the interest on the Series 2014 Bonds and will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Series 2014 Bonds under Section 103 of the Internal Revenue Code. The County and the Board will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Internal Revenue Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Series 2014 Bonds will remain excludable from federal gross income, to the extent any such actions can be taken by the County or the Board;

(b) The Board will not use any money on deposit in any fund or account maintained in connection with the Series 2014 Bonds, whether or not such money was derived from the proceeds of the sale of the Series 2014 Bonds or from any other source, in a manner that would cause the Bonds to be “arbitrage bonds,” within the meaning of Section 148 of the Internal Revenue Code. In the event the County is made aware that it is necessary to restrict or limit the yield on the investment of moneys held by the Trustee pursuant to the Indenture, or to use such moneys in any certain manner to avoid the Series 2014 Bonds being considered “arbitrage bonds,” the County shall (to the extent within its power to or discretion to direct such investments) deliver to the Trustee a written certificate to such effect and appropriate instructions specifying the investments to be made;

(c) The Trustee agrees, upon receipt of the Series 2014 Tax Compliance Agreement and other written letter or opinion of Bond Counsel which sets forth such requirements, to comply with any statute, regulation or ruling that may apply to it as Trustee hereunder and relating to reporting requirements or other requirements (such as arbitrage rebate) necessary to preserve the exclusion from federal gross income of the interest on the Series 2014 Bonds; and

(d) The foregoing covenants of this Section shall remain in full force and effect notwithstanding the defeasance of the Series 2014 Bonds pursuant to **Article XII** of the Original Indenture or any other provision of the Indenture, until the final maturity date of all Bonds Outstanding and payment thereof.

**Section 502. Continuing Disclosure.** The parties have been advised that the Series 2014 Bonds are exempt from the continuing disclosure requirements of Rule 15c2-12 (the “**Rule**”) promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, and neither the Board nor the County is under any obligation under the Rule to provide or cause to be provided any annual financial information, operating data or notices of certain material events with respect to the Series 2014 Bonds.

**Section 503. Reporting Requirements.** Each of the County and the Board shall deliver to the Purchaser the following:

(1) annual audited financial statements of the Board within **150** days after the end of each fiscal year;

(2) quarterly unaudited financial statements of the Board within **45** days after the end of each fiscal quarter;

(3) a copy of any budget of the Board within **20** days after completion of such budget and thereafter as updated;

(4) a copy of any notice or report required to be given to the registered owners of the Series 2008 Bonds or the Series 2012 Bonds or any other party to any of the Transaction Documents executed in connection with the issuance of the Series 2008 Bonds or the Series 2012 Bonds, including, without limitation, notice of any redemption of or defeasance of Series 2008 Bonds or the Series 2012 Bonds, and any certificate rendered pursuant to the Indenture relating to the security for the Bonds; and

(5) a copy of any information filed by the County or the Board with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system (“**EMMA**”) under the Rule, simultaneously with the posting on EMMA.

Each of the County and the Board will permit the Purchaser to discuss the affairs, finances and accounts of the Hospital, including any information the Purchaser may reasonably request regarding the security for the Series 2014 Bonds with appropriate officers of the County or the Board. The County and the Board will permit the Purchaser to have access to and make copies of all books and records relating to the Series 2014 Bonds, and the security therefor at any reasonable time.

**Section 504. Statement as to Compliance.** The Board shall deliver to the County, the Trustee and the Purchaser, within **150** days after the end of each Fiscal Year, an Officer's Certificate, stating, as to each signer thereof, that:

(1) a review of the activities of the Board during such Fiscal Year and of performance under the Indenture has been made under his supervision; and

(2) to the best of her or his knowledge, based on such review, the Board has fulfilled all its obligations under the Indenture throughout such Fiscal Year, or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to her or him and the nature and status thereof.

**Section 505. Opinion of Bond Counsel.** At any time the Purchaser reasonably believes in good faith after consultation with Bond Counsel that there is a substantial likelihood that the interest on the Series 2014 Bonds is no longer exempt from gross income for purposes of federal income taxation under Section 103 of the Code, the Purchaser shall have the right to request that Bond Counsel issue an opinion that the interest on the Series 2014 Bonds continues to be excludable from gross income for purposes of federal income taxation under Section 103 of the Code. The Board agrees to pay all costs associated with the rendering of, or failure to render, such opinion.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

**Section 601. Covenant Regarding Lease.** The Board and the Lessee hereby covenant that, so long as any Bonds are Outstanding and during the remaining term of the current Lease, they will not amend the Lease in a manner that would (a) decrease the amount available for debt service on the Bonds prior to December 31, 2020, or (b) change the priority of the payment of amounts for debt service under the Lease prior to December 31, 2020, without the prior written consent of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding.

**Section 602. Effect of Supplemental Indenture.** The provisions of the Original Indenture, as previously amended by the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, including without limitation the representations, warranties and covenants, governing law and the rules of construction included therein, are hereby ratified and confirmed as modified and amended in accordance herewith, and the rights, duties and obligations under the Indenture of the Trustee and the Bondowners shall hereafter be determined, exercised and enforced under the Indenture subject in all respects to such modification and amendment, and all the terms and conditions of this Fourth Supplemental Indenture shall be deemed to be part of the terms and conditions of the Indenture for any and all purposes.

**Section 603. Severability.** If any provision of this Fourth Supplemental Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other

provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in the Indenture contained shall not affect the remaining portions of the Indenture, or any part thereof.

**Section 604. Execution in Counterparts.** This Fourth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 605. Electronic Transactions.** The transaction described herein may be conducted and related documents may be 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

**Section 606. Governing Law.** This Fourth Supplemental Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

*[Remainder of this page intentionally left blank]*

**IN WITNESS WHEREOF**, the County and the Board have caused these presents to be signed in their name and behalf and attested by their duly authorized officers, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and behalf and attested by its duly authorized officers, all as of the day and year first above written.

**BOONE COUNTY, MISSOURI**

[SEAL]

By: \_\_\_\_\_  
Title: Presiding Commissioner

ATTEST:

\_\_\_\_\_  
Title: County Clerk

**BOARD OF TRUSTEES OF BOONE  
COUNTY HOSPITAL**

By: \_\_\_\_\_  
Title: Chairperson of the Board of Trustees  
of Boone County Hospital

ATTEST:

By: \_\_\_\_\_  
Title: Secretary of the Board of Trustees  
of Boone County Hospital

**UMB BANK, n.a.**, as Trustee

By: \_\_\_\_\_  
Title: Authorized Signatory



EXHIBIT A

TO FOURTH SUPPLEMENTAL INDENTURE OF TRUST

(FORM OF SERIES 2014 BONDS)

EACH PERSON WHO IS OR WHO BECOMES THE REGISTERED OWNER OR A BENEFICIAL OWNER OF A BOND SHALL BE DEEMED BY THE ACCEPTANCE OR ACQUISITION OF THIS BOND OR SUCH BENEFICIAL OWNERSHIP INTEREST TO HAVE AGREED TO BE BOUND BY THE PROVISIONS OF THE INDENTURE WHICH PLACE LIMITATIONS ON THE TRANSFER OF THE BONDS. NEITHER THIS BOND NOR ANY BENEFICIAL OWNERSHIP INTEREST IN THIS BOND MAY BE TRANSFERRED UNLESS THE PROPOSED TRANSFEREE HAS DELIVERED TO THE COUNTY, THE BOARD OF TRUSTEES AND THE TRUSTEE A TRANSFEREE INVESTMENT LETTER SUBSTANTIALLY IN THE FORM ATTACHED TO THE INDENTURE, WITH ONLY SUCH VARIATIONS FROM THAT FORM AS ARE ACCEPTABLE TO THE COUNTY.

UNITED STATES OF AMERICA

STATE OF MISSOURI

Registered  
No. R-\_\_\_

Registered  
\$ \_\_\_\_\_

BOONE COUNTY, MISSOURI

HOSPITAL REVENUE BOND  
(BOONE HOSPITAL CENTER)  
SERIES 2014

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
___%	August 1, ___	August __, 2014	N/A

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

BOONE COUNTY, MISSOURI, a first class county and political subdivision of the State of Missouri (herein called the "County"), for value received, promises to pay, but solely from the sources hereinafter specified to the Registered Owner specified above, or registered assigns, the Principal Amount specified above on the Maturity Date specified above, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, and in like manner to pay interest on said Principal Amount at the Interest Rate per annum specified above (calculated as set forth in the Indenture and computed for the actual number of days outstanding on the basis of a 360-day year) from the Dated Date specified above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on February 1 and August 1 in each year beginning on February 1, 2015 (each an Interest Payment Date), until said Principal Amount is paid.

The principal of and interest on this Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of and redemption premium, if any, on this Bond shall be payable to the Registered Owner at the maturity or redemption date hereof by check or draft upon presentation and surrender of this Bond at the principal payment office of **UMB BANK, n.a.**, in Kansas City, Missouri, as trustee (the "Trustee") or of any Paying Agent named in the Bonds. The interest payable on this Bond on any Interest Payment Date shall be paid by the Trustee to the Registered Owner of this Bond appearing on the registration books of the County (the "Bond Register") maintained by the Trustee at the close of business on the Record Date for such interest, which shall be the 15<sup>th</sup> day (whether or not a business day) of the calendar month preceding such Interest Payment Date and shall be paid (1) by check or draft of the Trustee mailed to such Registered Owner at his address as it appears on such Bond Register, or (2) at the written request addressed to the Trustee by any Registered Owner of Bonds in the aggregate principal amount of at least \$500,000, by electronic transfer to the bank for credit to the account number filed with the Trustee no later than the business day preceding the Record Date. Any such written notice for electronic transfer shall be signed by such Owner and shall include the name of the bank (which shall be in the continental United States), its address, its ABA routing number and the name, number and contact name related to such Owner's account at such bank to which the payment is to be credited.

This Bond is one of a duly authorized series of bonds of the County designated "Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2014," in the aggregate principal amount of \$[principal amount] (herein called the "Series 2014 Bonds"), issued pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and statutes of the State of Missouri, and pursuant to proceedings duly had by the County Commission and the Board of Trustees of Boone County Hospital (the "Board") which owns and operates Boone Hospital Center and related facilities (the "Hospital Facilities") on behalf of the County, for the purposes described in the Indenture.

The Series 2014 Bonds are issued under and are equally and ratably secured and entitled to the protection given by an Indenture of Trust dated as of December 1, 2002, as amended and supplemented by the First Supplemental Indenture of Trust dated as of August 1, 2004, the Second Supplemental Indenture of Trust dated as of June 1, 2008, the Third Supplemental Indenture of Trust dated as of July 1, 2012 and the Fourth Supplemental Indenture of Trust dated as of August 1, 2014 (said Indenture of Trust, as heretofore amended and supplemented and as further amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), among the County, the Board and the Trustee. The Bonds are on a parity with (i) \$100,000,000 original principal amount of Hospital Revenue Bonds (Boone Hospital Center), Series 2008 (the "Series 2008 Bonds"), outstanding as of June 30, 2014, in the principal amount of \$88,130,000, and (ii) \$11,410,000 original principal amount of Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2012 (the "Series 2012 Bonds"), outstanding as of June 30, 2014, in the principal amount of \$10,360,000. Subject to the terms and conditions set forth therein, the Indenture permits the County to issue other Additional Bonds secured by the Indenture on a parity with the Series 2008 Bonds, Series 2012 Bonds, and Series 2014 Bonds (the Series 2008 Bonds, the Series 2012 Bonds, the Series 2014 Bonds, together with any other Additional Bonds being herein collectively referred to as the "Bonds"). Reference is hereby made to the Indenture for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security for the Bonds, and the rights, duties and obligations of the County, the Board, the Trustee and the Registered Owners of the Bonds, and a description of the terms upon which the Bonds are issued and secured, upon which provision for payment of the Bonds or portions thereof and defeasance of the lien of the Indenture with respect thereto may be made and upon which the Indenture may be deemed satisfied and discharged prior to payment of the Bonds. Capitalized terms that are not otherwise defined herein shall have the meanings set forth in the Indenture.

The Series 2014 Bonds are subject to optional redemption and payment prior to maturity at the option of the County, which shall be exercised upon instructions from the Board, in whole or in part on and after August 1, 20\_\_, from the maturity or maturities selected by the Board (Series 2014 Bonds of less than a full maturity to be selected by the Trustee in such equitable manner as it may determine), at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest thereon to the redemption date.

The Series 2014 Bonds shall be subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Indenture on August 1 in the years and in the principal amounts specified in the Indenture plus accrued interest thereon to the redemption date, without premium. Series 2014 Bonds to be so redeemed shall be selected by the Trustee in such equitable manner as it may determine.

The Series 2014 Bonds are subject to extraordinary optional redemption and payment prior to the stated maturity thereof in whole or in part at any time, at the option of the County, which shall be exercised upon instructions from the Board, at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and without premium, upon the occurrence of certain extraordinary events or circumstances as described in the Indenture.

Notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail at least 30 days prior to the date fixed for redemption to the Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

This Bond is transferable, as provided in the Indenture, only upon the Bond Register at the above-mentioned office of the Trustee by the Registered Owner hereof in person or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new Series 2014 Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The County, the Trustee and any paying agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Series 2014 Bonds are issuable in the form of fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof. Subject to the conditions and upon the payment of the charges provided in the Indenture, the Registered Owner of this Bond may surrender the same (together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of Series 2014 Bonds in any denomination authorized by the Indenture.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together

with interest accrued thereon. The Bonds or the Indenture may be modified, amended or supplemented only to the extent and in the circumstances permitted by the Indenture.

The Bonds are special limited obligations of the County payable solely from, and secured as to the payment of principal, premium, if any, and interest by a pledge of, the net income and revenues derived by the Board from the operation of the Hospital Facilities, including all rentals received under the Lease, after providing for costs of operation and maintenance thereof, and from all other income made available to the County and the Board with respect to the Hospital Facilities, other than from proceeds of taxation, including all operating income, non-operating income, investment income, gifts, bequests, contributions and grants and other moneys, except to the extent otherwise limited by the donor or grantor, as provided in the Indenture. Neither the general credit nor the taxing power of the County is pledged to the payment of the Bonds either as to principal, premium, if any, or interest. The Bonds shall not be or constitute a general obligation of the County, nor shall they constitute an indebtedness of the County within the meaning of any constitutional or statutory provision, limitation or restriction. Under the conditions set forth in the Indenture, the County and the Board have the right to (i) issue additional parity bonds and other obligations payable from the same source and secured by the same revenues as the Bonds, and (ii) issue additional bonds which are junior and subordinate to the Bonds; provided, however, that such additional bonds and other obligations may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Indenture.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

**IN WITNESS WHEREOF, BOONE COUNTY, MISSOURI** has caused this Bond to be executed in its name by the manual or facsimile signature of the Presiding Commissioner and attested by the manual or facsimile signature of the County Clerk and its corporate seal to be affixed or imprinted hereon, all as of the Dated Date specified above.

**CERTIFICATE OF AUTHENTICATION**

**BOONE COUNTY, MISSOURI**

This Bond is one of the Bonds described in the within mentioned Indenture.

Date of Authentication: \_\_\_\_\_

By: \_\_\_\_\_

Title: Presiding Commissioner

[SEAL]

**UMB BANK, n.a., Trustee**

**ATTEST:**

By: \_\_\_\_\_

Title: Authorized Signature

By: \_\_\_\_\_

Title: County Clerk

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**ASSIGNMENT**

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

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(Please Print or Typewrite Name, Address and Social Security  
Number or Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

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Attorney

to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed By:

\_\_\_\_\_  
(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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**EXHIBIT B**

**TO FOURTH SUPPLEMENTAL INDENTURE OF TRUST**

DISBURSEMENT REQUEST

(COSTS OF ISSUANCE FUND)

To: UMB BANK, n.a.  
Kansas City, Missouri,  
as Trustee

Requisition No: \_\_\_\_\_  
Date: \_\_\_\_\_

Re: \$\_\_\_\_\_ Boone County, Missouri Hospital Refunding Revenue Bonds  
(Boone Hospital Center), Series 2014

You are hereby authorized and directed as Trustee under the Indenture of Trust dated as of December 1, 2002, as amended by the First Supplemental Indenture of Trust dated as of August 1, 2004, the Second Supplemental Indenture of Trust dated as of June 1, 2008, the Third Supplemental Indenture of Trust dated as of July 1, 2012, and the Fourth Supplemental Indenture of Trust dated as of August 1, 2014 (collectively, the "Indenture"), among Boone County, Missouri, the Board of Trustees and you, as Trustee, to pay the following items from moneys in the Series 2014 Costs of Issuance Account in the Costs of Issuance Fund pursuant to the Indenture:

<u>Payee</u>	<u>Amount</u>	<u>Description</u>
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The amount of this requisition is justly due and owing and has not been the subject of another requisition which was paid and is a proper issuance cost incurred in connection with the issuance of the above-referenced Bonds.

**BOARD OF TRUSTEES OF BOONE COUNTY  
HOSPITAL**

By: \_\_\_\_\_  
Title: Board Representative

**EXHIBIT C**

**TO FOURTH SUPPLEMENTAL INDENTURE OF TRUST**

**FORM OF TRANSFEREE INVESTMENT LETTER**

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**TAX COMPLIANCE AGREEMENT**

**Dated as of August 1, 2014**

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among

**BOONE COUNTY, MISSOURI,**

and

**BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL**

and

**CH ALLIED SERVICES, INC.,**

and

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

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**[\$[Principal Amount]  
Hospital Refunding Revenue Bonds  
(Boone Hospital Center)  
Series 2014**

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# TAX COMPLIANCE AGREEMENT

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\* \* \*

## TAX COMPLIANCE AGREEMENT

**THIS TAX COMPLIANCE AGREEMENT** (the “Tax Agreement”), entered into as of August 1, 2014, among **BOONE COUNTY, MISSOURI**, a first class county and political subdivision duly organized and existing under the laws of the State of Missouri (the “Issuer”), **BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL**, a county hospital duly organized and existing under the laws of the State of Missouri (the “Board of Trustees”), **CH ALLIED SERVICES, INC.**, a nonprofit corporation organized and existing under the laws of the State of Missouri (the “Lessee”), and **UMB BANK, N.A.**, a national banking association duly organized and existing under the laws of the United States of America, as trustee (the “Trustee”);

### RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the Issuer of \$[Principal Amount] principal amount of Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2014 (the “Bonds”), under an Indenture of Trust dated as of December 1, 2002 (the “Original Indenture”), as amended by the First Supplemental Indenture of Trust dated as of August 1, 2004 (the “First Supplemental Indenture”), the Second Supplemental Indenture of Trust dated as of July 1, 2008 (the “Second Supplemental Indenture”), the Third Supplemental Indenture of Trust dated as of July 1, 2012 (the “Third Supplemental Indenture”), and the Fourth Supplemental Indenture of Trust dated as of August 1, 2014, and together with the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, and the Third Supplemental Indenture, the “Indenture”), among the Issuer, the Board of Trustees and the Trustee, to provide funds for certain purposes as described in this Tax Agreement and in the Indenture.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The Issuer, the Board of Trustees, the Lessee and the Trustee are entering into this Tax Agreement in order to set forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

4. The Board of Trustees and the Lessee adopted a Tax-Exempt Financing Compliance Procedure as of August 29, 2014 (the “Tax Compliance Procedure”) for the purpose of setting out general procedures for the Issuer to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Agreement is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the Issuer, the Board of Trustees, the Lessee and the Trustee represent, covenant and agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.1. Definitions of Words and Terms.** Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in **Section 101** of the Indenture, and certain other words and phrases have the meanings assigned in Code § 148 and the Regulations. In addition, the following words and terms used in this Tax Agreement have the following meanings:

**“Adjusted Gross Proceeds”** means the Gross Proceeds of the Bonds reduced by amounts (i) in a bona fide debt service fund or a reasonably required reserve or replacement fund, (ii) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (iii) representing grant repayments or sale or investment proceeds of any purpose investment.

**“Bona Fide Debt Service Fund”** means a fund, which may include Bond proceeds, that is (a) used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and (b) depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

**“Bond”** or **“Bonds”** means any bond or bonds of the series of Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2014, authenticated and delivered under the Indenture.

**“Bond Counsel”** means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Issuer and the Lessee.

**“Bond Year”** means each one-year period (or shorter period for the first Bond Year) ending July 1, or another one-year period selected by the Issuer.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Computation Date”** means each date on which arbitrage rebate for the Bonds is computed. The Issuer may treat any date as a Computation Date, subject to the following limits:

- (a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;
- (b) each subsequent rebate installment payment must be made for a Computation Date not later than 5 years after the previous Computation Date for which an installment payment was made; and
- (c) the date the last Bond is discharged is the final Computation Date.

The Issuer selects August 1, 2019, as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

**“Costs of Issuance”** means, generally, any cost or expense incurred on account of and in connection with the borrowing including, (i) underwriters’ spread (whether realized directly or derived through purchase of the Bonds at a discount below the price at which they are expected to be sold to the

public); (ii) counsel fees (including bond counsel, underwriter's counsel, issuer's counsel, company counsel in the case of borrowings such as those for exempt facilities, as well as any other specialized counsel fees incurred in connection with the borrowing); (iii) financial advisor fees incurred in connection with the borrowing; (iv) rating agency fees; (v) trustee fees incurred in connection with the borrowing; (vi) paying agent and certifying and authenticating agent fees related to issuance of the Bonds; (vii) accountant fees (e.g., accountant verifications in the case of advance refundings) related to issuance of the bonds; (viii) printing costs (for the Bonds and of preliminary and final offering materials); (ix) costs incurred in connection with the required public approval process (e.g., publication costs for public notices generally and costs of the public hearing or voter referendum); and (x) costs of engineering and feasibility studies necessary to the issuance of the Bonds (as opposed to such studies related to completion of the Project, but not to the financing). However, Costs of Issuance do not include fees and expenses directly related to the cost of credit enhancement for the Bonds to the extent such fees or expenses may be included as a qualified guaranty in the calculation of the yield on the Bonds.

**“Final Written Allocation”** means the written allocation of expenditures of proceeds of the Original Obligations as set forth on **Exhibit D**.

**“Financed Facility”** means any of the property financed or refinanced with the proceeds of the Bonds and the Original Obligations as described on **Exhibit D**.

**“Governmental Person”** means any state or local governmental unit (as defined in regulation §1.103-1) or any instrumentality of a state or local governmental unit.

**“Gross Proceeds”** means (1) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest); (2) investment proceeds (any amounts received from investing sale proceeds, other investment proceeds, or transferred proceeds); (3) any transferred proceeds; (4) any amounts held in a sinking fund for the Bonds; (5) any amounts held in a pledged fund or reserve fund for the Bonds; and (6) any other replacement proceeds. Specifically, Gross Proceeds include all amounts held in the following funds and accounts:

- (1) Series 2014 Costs of Issuance Account.
- (2) Series 2014 Debt Service Account.
- (3) Series 2014 Rebate Account.
- (4) Series 2004 Debt Service Account.

**“Guaranteed Investment Contract”** is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

**“Indenture”** means the Indenture of Trust as originally executed by the Issuer and the Trustee, as amended and supplemented by the First Supplemental Indenture, the Second Supplement Indenture, the Third Supplemental Indenture and by other Supplemental Indentures in accordance with the provisions of the Indenture.

**“Investment”** means any security, obligation, annuity contract or other investment-type property which is purchased directly with, or otherwise allocated to, Gross Proceeds. Such term does not include obligations the interest on which is excluded from federal gross income, except for “specified private activity bonds” as such term is defined in Code § 57(a)(5)(C).

**“IRS”** means the United States Internal Revenue Service.

**“Issue Date”** means August 29, 2014.

**“Issuer”** means Boone County, Missouri and its successors and assigns, or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the Issuer.

**“Issuer Bond Compliance Officer”** means the Issuer’s County Treasurer or other person named in the Tax Compliance Procedure.

**“Joint Bond Compliance Officer”** means the Hospital’s Chief Financial Officer.

**“Lease”** means the lease of the Hospital made by the Board of Trustees to the Lessee under the Lease Agreement.

**“Lease Agreement”** means the Lease Agreement dated August 16, 1988, between the Board of Trustees and the Lessee as amended by the Amended and Restated Lease Agreement dated as of January 1, 2001, as amended by the Amendment to Lease Agreement dated as of December 27, 2006, as amended by the Second Amendment to Lease Agreement dated as of May 17, 2012 and as may be amended and supplemented from time to time in accordance with the provisions of the Lease Agreement.

**“Lessee”** means CH Allied Services, Inc., a Missouri nonprofit corporation, and its successors and assigns and any surviving, resulting or transferee corporation.

**“Management Agreement”** means any management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility (as defined in Regulations § 1.141-3(b), such as a contract to manage all of the Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as Management Agreements.

**“Measurement Period”** means, for each item of property financed as part of the Financed Facility with proceeds of the Original Obligations, the period beginning on the later of (i) the issue date of the Original Obligations or (ii) the date the property is placed in service and ending on the earlier of (A) the final maturity date of the Bonds or (B) the end of the expected economic useful life of the property.

**“Minor Portion”** means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

**“Net Proceeds”** means the sale proceeds of the Bonds (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all investment earnings on such sale proceeds.

**“Non-Qualified Use”** means use of Bond proceeds or the Financed Facility (1) in a trade or business carried on by any Non-Qualified User, (2) in any activity of a Tax-Exempt Organization which constitutes an “unrelated trade or business,” determined by applying Code § 513(a), or (3) to pay Costs of Issuance. The rules set out in Regulations § 1.141-3 as modified by § 1.145-2 determines whether Bond proceeds or the Financed Facility is “used” in a trade or business.

**“Non-Qualified User”** means any person or entity other than a Qualified User.

**“Opinion of Bond Counsel”** means a written opinion of Bond Counsel to the effect that the proposed action or proposed failure to act will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

**“Original Obligations”** means the Issuer’s Series 2004 Bonds, which was the first issue of Qualified 501(c)(3) Bonds that financed or refinanced a portion of the Financed Facility.

**“Post-Issuance Tax Requirements”** means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date of the Bonds.

**“Proposed Regulations”** means the proposed arbitrage regulations REG 106143-07 (published at 72 Fed. Reg. 54606 (Sept. 26, 2007)).

**“Purchaser”** means [Name of Purchaser], the original purchaser of the Bonds.

**“Qualified Basic Research Agreement”** is any Research or Clinical Testing Agreement that (1) involves only “basic research” and (2) meets the “qualified license requirement.” A Research or Clinical Testing Agreement involves “basic research” if the research conducted pursuant to the Research Agreement is an investigation for the advancement of scientific knowledge and the subject of the Research Agreement has no specific commercial objective. The “qualified license requirement” is met either (1) where any license granted to use any product developed as a result of the research is only on the same terms as the Lessee would permit that use by any unrelated, non-sponsoring party (i.e. the sponsor must pay a competitive price for its use) and the price paid by the licensee for use of any license or other product derived from the Research Agreement is determined at the time the invention or other resulting technology is available for use or (2) the Lessee determines the research to be performed and the manner in which it is to be performed under the Research Agreement, title to any patent or other product incidentally resulting from the Research Agreement lies exclusively with the Lessee and any sponsor or sponsors of the research are entitled to no more than a nonexclusive, royalty-free license to use any product developed as a result of work done pursuant to the Research Agreement. For purposes of the foregoing, a “license” includes rights granted to the United States under the Bayh-Dole Act (35 U.S.C. § 200 et seq) and the “qualified license requirement” is met with respect to such a license so long as the Lessee determines the research to be performed and the manner in which it is to be performed under the Research Agreement.

**“Qualified Clinical Testing Agreement”** means any Research or Clinical Testing Agreement that is not a Qualified Basic Research Agreement that (1) the performance of which is related to the Lessee’s exempt purposes and not an unrelated trade or business use of the Financed Facility by the Lessee and (2) does not give any Non-Qualified User exclusive or priority rights to use all or any portion of the Financed Facility.

**“Qualified Use Agreement”** means an agreement or arrangement that does not constitute an unrelated trade or business use by the Lessee and which is described in one of the following paragraphs:

(1) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis as patients in the ordinary course of the Lessee’s tax-exempt purposes.

(2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days pursuant to an arrangement whereby (a) the use of the Financed Facility under the same or similar arrangements is predominantly by natural

persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

**“Qualified User”** means a Tax-Exempt Organization or a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

**“Rebate Analyst”** means Gilmore & Bell, P.C., an independent certified public accountant, or any successor Rebate Analyst selected pursuant to this Tax Agreement.

**“Refunded Bonds”** means \$4,100,000 outstanding principal amount of the Issuer's Series 2004 Bonds.

**“Regulations”** means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

**“Research or Clinical Testing Agreement”** means any agreement or other contractual arrangement with a Non-Qualified User (including the United States or its agencies) pursuant to which the Lessee will perform services at or otherwise use the Financed Facility, if such agreement or contract can reasonably be expected to involve (i) the advancement of scientific knowledge (including the social sciences), (ii) the development or testing of a commercial product (including but not limited to clinical drug studies required by the FDA), or (iii) the creation of patentable intellectual property.

**“Series 2004 Bonds”** the Issuer's \$6,740,000 Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2004, issued on August 11, 2004.

**“Tax Agreement”** means this Tax Compliance Agreement as it may from time to time be amended and supplemented in accordance with its terms.

**“Tax Compliance Procedure”** means the Issuer's Tax and Securities Law Compliance Procedure, dated March 1, 2012.



“**Tax-Exempt Bond File**” means documents and records for the Bonds, the Refunded Obligations and the Original Obligations maintained by the Joint Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“**Tax-Exempt Organization**” means a nonprofit organization, organized under the laws of the United States of America or any state, that is described in Code § 501(c)(3), is exempt from federal income taxes under Code § 501(a), and is not a “private foundation” within the meaning of Code § 509(a), or corresponding provisions of federal income tax laws from time to time in effect.

“**Transcript**” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“**Trustee**” means UMB Bank, N.A., and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as trustee under the Indenture.

“**Yield**” means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

## ARTICLE II

### GENERAL REPRESENTATIONS AND COVENANTS

**Section 2.1. Representations and Covenants of the Issuer.** The Issuer represents and covenants to the Board of Trustees, the Lessee and the Trustee as follows:

(a) *Organization and Authority.* The Issuer (1) is a first class county and political subdivision duly organized and existing under the laws of the State of Missouri, and (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Indenture, to enter into, execute and deliver the Indenture and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary corporate action has been duly authorized to execute and deliver the Indenture and this Tax Agreement, acting by and through its duly authorized officers.

(b) *Tax-Exempt Status of Bonds.* The Issuer (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the Bonds to be “arbitrage bonds,” within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Bond proceeds or any other funds of the Issuer, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Bonds to be included in gross income for federal income tax purposes.

(c) *Public Hearing and Approval.* The Bonds are being issued to refund the Refunded Bonds. No portion of the Bonds will be used to pay debt service of the Refunded Bonds more than 90 days following the issuance of the Bonds. Public approval (meeting the requirements of § 147(f)) was obtained with respect to the issuance of the Refunded Bonds. The Certificate of Approval with respect to the Refunded Bonds is attached to this Tax Agreement as **Exhibit A**, together with an affidavit of publication of the notice of the hearing. The weighted average maturity of the Refunding Bonds (\_\_\_\_\_) is not longer than the remaining weighted average maturity of the Refunded Bonds

(\_\_\_\_). Therefore no public hearing or approval is required in connection with the issuance of the Bonds.

(d) *IRS Form 8038.* Bond Counsel prepared IRS Form 8038 (Information Return for Tax-Exempt Private Activity Bond Issues) based on the representations and covenants of the Board of Trustees, the Lessee and the Issuer contained in this Tax Agreement or otherwise provided by the Board of Trustees, the Lessee and the Issuer. Bond Counsel signed the return as a paid preparer following completion and delivered copies to the Issuer for execution and for the Issuer's records. The Issuer does not know of any inaccuracies in the Form 8038 included as **Exhibit B**. The Issuer agrees to timely execute and return to Bond Counsel the execution copy of Form 8038 for filing with the IRS. A copy of the "as-filed" copy along with proof of filing will be included as **Exhibit B**.

(e) *Registered Bonds.* The Indenture requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(f) *Issuer Reliance on Other Parties.* The expectations, representations and covenants of the Issuer concerning uses of Bond proceeds and certain other money described in this Tax Agreement and other matters are based in whole or in part upon covenants, representations and certifications of the Board of Trustees and the Lessee and other parties set forth in this Tax Agreement or exhibits to this Tax Agreement. Although the Issuer has made no independent investigation of the representations of other parties, including the Board of Trustees and the Lessee, the Issuer is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in this Tax Agreement or exhibits to this Tax Agreement.

(g) *Bank Qualified Tax-Exempt Obligation.* The Issuer is not designating the Bonds as "qualified tax exempt obligations" under Code § 265(b)(3).

(h) *Single Issue; No Other Issues.* The Bonds constitute a single "issue" under Regulations § 1.150-1(c). No other obligations of the Issuer (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(i) *Bonds Not Federally Guaranteed.* The Issuer will not take any action or permit any action to be taken which would cause the Bonds to be "federally guaranteed" within the meaning of Code § 149(b).

**Section 2.2. Representations and Covenants of the Board of Trustees.** The Board of Trustees represents and covenants to the Issuer, the Lessee and the Trustee as follows:

(a) *Organization and Authority.* The Board of Trustees (1) is duly organized and existing under the laws of the State of Missouri as the Board of Trustees of a county hospital, and (2) has lawful power and authority to enter into, execute and deliver the Indenture and this Tax Agreement and to carry out its obligations under this Tax Agreement, and (3) by all necessary corporate action has been duly authorized to execute and deliver the Indenture and this Tax Agreement, acting by and through its duly authorized officers.

(b) *Tax-Exempt Status of Bonds.* The Board of Trustees will not use any money on deposit in any fund or account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the

Bonds to be “arbitrage bonds,” within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Bond proceeds or any other funds of the Board of Trustees, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Bonds to be included in gross income for federal income tax purposes.

(c) *Qualified 501(c)(3) Bonds.* The following provisions will apply during the term of the Lease.

(1) During the Measurement Period, all of the Project has and will be owned by a Tax-Exempt Organization or a Governmental Person except for any Costs of Issuance financed with the Net Proceeds of the Bonds, the Board of Trustees does not expect that any proceeds of the Bonds or any portion of the Project will be used in a Non-Qualified Use during the Measurement Period.

(2) The Financed Facility is currently leased to and operated by the Lessee. If during the Measurement Period the Lease is terminated and the Board of Trustees either assumes direct operation of the Financed Facility or leases or enters into a management agreement with another entity related to the operation of the Financed Facility then, in either case the Board of Trustees will comply with or require lessee or operator to comply with the covenants relating to the operation of the Financed Facility set forth in Section 2.3..

(d) *Declaration of Intent.* No portion of the Net Proceeds of the Original Obligations were used to reimburse an expenditure paid by the Board of Trustees more than 60 days prior to the issue date of the Original Obligations.

(e) *Limit on Costs of Issuance.* Not more than 2% of the sale proceeds of the Bonds will be used to pay Costs of Issuance.

(f) *Qualified Hospital Bonds.* At least 95% of the Net Proceeds of the Original Obligations were used to finance the cost of a “hospital.” For purposes of this representation, the term “hospital” means a Facility (i) accredited by The Joint Commission or the Healthcare Facilities Accreditation Program of the American Osteopathic Association, (HFAP); (ii) primarily used to provide by or under the direct supervision of physicians, in-patients diagnostic services and therapeutic services for medical diagnosis, treatment and care of injured, disabled or sick persons (including the mentally ill); (iii) that has a requirement that every patient be under the care and supervision of a physician; and, (iv) that provides 24-hour nursing services rendered or supervised by a registered professional nurse, and has a licensed practical nurse or registered nurse on duty at all times.

(g) *Limit on Maturity of Bonds.* A list of the assets of the Financed Facility and a computation of their “average reasonably expected economic life” is attached to this Tax Agreement as **Exhibit E**. Based on this computation, the “average maturity” of the Bonds as computed by Bond Counsel, does not exceed 120% of the average reasonably expected economic life of the Financed Facility. For the purpose of Code § 147(b), the “average reasonably expected economic life” of the portion of the Financed Facility financed with proceeds of the Original Obligations was determined as follows: the average economic life of that portion of the Financed Facility as of the issue date of the Original Obligations was first multiplied by 120%, then reduced by the number of years elapsed from the issue date of the Original Obligations to the Issue Date.

(i) *Registered Bonds.* All of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(j) *Bonds Not Federally Guaranteed.* The Board of Trustees will not take any action or permit any action to be taken which would cause the Bonds to be “federally guaranteed” within the meaning of Code § 149(b).

(k) *Reports to IRS; Form 8038.* The Board of Trustees will assist the Issuer in filing all appropriate returns, reports and attachments to income tax returns required by the Code, including without limitation the Information Return for Private Activity Bond Issues (Form 8038). The information contained in Parts II through VI of IRS Form 8038 included in the Transcript was provided to the Issuer and Bond Counsel by the Board of Trustees, and such information is true, complete and correct as of the Issue Date.

(l) *Hedge Bonds.* At least 85% of the net sale proceeds of the Original Obligations (the sale proceeds of the Original Obligations less any sale proceeds invested in a reserve fund) were used to carry out the governmental purpose of the Original Obligations within 3 years after the issue date of such obligations, and not more than 50% of the proceeds of the Original Obligations were invested in investments having a substantially guaranteed yield for 4 years or more.

(m) *Arbitrage Certifications.* The facts, estimates and expectations provided by the Board of Trustees recited in **Article III** of this Tax Agreement are true and accurate as of the Issue Date; and the Board of Trustees believes that the estimates and expectations recited in such Article are reasonable as of the Issue Date. The Issuer, the Lessee, the Trustee, Gilmore & Bell, P.C., Bond Counsel, and the Purchaser may rely on such statements and expectations. The Board of Trustees does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an “arbitrage bond” within the meaning of Code § 148; and to the best of the Board of Trustees’ knowledge and belief, there are no other facts, estimates or circumstances that would materially change such expectations.

(n) *Interest Rate Swap.* As of the Issue Date the Board of Trustees has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds. The Board of Trustees will not enter into any such arrangement in the future without obtaining an Opinion of Bond Counsel.

(o) *Guaranteed Investment Contract.* As of the Issue Date the Board of Trustees does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The Board of Trustees will be responsible for complying with Section 4.3(d) if a Guaranteed Investment Contract is used for the investment of Gross Proceeds at a later date.

(p) *Compliance with Future Tax Requirements.* The Board of Trustees understands that the Code and the Regulations may impose new or different restrictions and requirements on the Board of Trustees in the future. The Board of Trustees will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes or will take remedial action in accordance with Regulations §§ 1.141-12 and 1.145-2 (which action will be accompanied by an Opinion of Bond Counsel) as necessary to cause interest on the Bonds to remain excludable from gross income for federal income tax purposes.

**Section 2.3. Representations and Covenants of the Lessee.** The Lessee represents and covenants to the Issuer, the Board of Trustees and the Trustee as follows:

(a) *Organization and Authority.* The Lessee (1) is a private nonprofit corporation duly organized and validly existing under the laws of the State of Missouri not operated for private or corporate profit, (2) has lawful power and authority to enter into, execute and deliver this Tax Agreement and to carry out its obligations under this Tax Agreement, and (3) by all necessary corporate action has

been duly authorized to execute and deliver this Tax Agreement, acting by and through its duly authorized officers.

(b) *Tax-Exempt Status of the Lessee.* The Lessee (1) has been determined to be and is a Tax-Exempt Organization, and (2) has not declared and has not been determined to have any “unrelated business taxable income” (as defined in Code § 512) which could have a material adverse effect on its status as a Tax-Exempt Organization or which, if such income were subject to federal income taxation, could have a material adverse effect on the condition, financial or otherwise, of the Lessee. The Lessee is included under a group letter received from the Internal Revenue Service to the effect that it is a Tax-Exempt Organization, a copy of which is attached to this Tax Agreement as **Exhibit C**. Such letter has not been withdrawn, and no audit or investigation by the Internal Revenue Service of the tax-exempt status of the Lessee is presently being conducted. There has been no change or threatened change in the status of the Lessee as a Tax-Exempt Organization as of the date of this Tax Agreement. So long as any Bond remains unpaid and the Lessee is the lessee of the Financed Facility or otherwise using the Financed Facility, the Lessee will maintain its status as a Tax-Exempt Organization and will take no action or permit any action to be taken that could result in the alteration or loss of its status as a Tax-Exempt Organization.

(c) *Tax-Exempt Status of Bonds.* In order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, during the term of the Lease the Lessee—

(1) will (to the extent within its power or direction) take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code;

(2) will not use or invest, or permit the use or investment of, any Bond proceeds, other money held under the Indenture, or other funds of the Lessee, in a manner that would violate applicable provisions of the Code; and

(3) will not use, or permit the use of, any portion of the Financed Facility in a manner that would violate applicable provisions of the Code.

(d) *Qualified 501(c)(3) Bonds.* During the term of the Lease, the Lessee represents and covenants the following:

(1) During the Measurement Period, the amount of Bond proceeds used for a Non-Qualified Use will not exceed 5% of the Net Proceeds of the Bonds. The Lessee understands that, for purposes of this paragraph, use of the Financed Facility is treated as the use of Bond proceeds. As of the Issue Date, except for any Costs of Issuance financed with the Net Proceeds of the Bonds, the Lessee does not expect that any proceeds of the Bonds or any portion of the Financed Facility will be used in a Non-Qualified Use during the Measurement Period.

(2) The Lessee currently has entered into the Management Agreements listed on **Schedule 2.3**, which have been reviewed by Bond Counsel. During the Measurement Period the Lessee will not enter into or renew any Management Agreement with any Non-Qualified User other than a Qualified Use Agreement or a contract which complies in all respects with the requirements of Rev. Proc. 97-13, 1977-1 C.B. 632, without first obtaining either (A) an Opinion of Bond Counsel or (B) unqualified advice from legal counsel to the Lessee reasonably competent to advise on such matters, following due inquiry, that such Management Agreement will not adversely affect the tax-exempt status of the interest on the Bonds.

(3) Other than as shown on **Schedule 2.3**, the Lessee does not currently have, and during the Measurement Period the Lessee will not, enter into or renew a lease of all or any portion of the Financed Facility (disregarding portions used by members of the general public who occupy such Financed Facility on a short-term basis as patients in the ordinary course of the Lessee's business) with any tenant that is not a Qualified User, without first obtaining either (A) an Opinion of Bond Counsel or (B) unqualified advice from legal counsel to the Lessee reasonably competent to advise on such matters, following due inquiry, that such lease will not adversely affect the tax-exempt status of the interest on the Bonds.

(4) **Research or Clinical Testing Agreements.** With respect to the Financed Facility, the Lessee does not have any Research or Clinical Testing Agreements in place other than Qualified Basic Research Agreements or Qualified Clinical Testing Agreements and during the Measurement Period, the Lessee will not enter into any Research or Clinical Testing Agreements other than Qualified Basic Research Agreements or Qualified Clinical Testing Agreements without first obtaining and delivering to the Bond Trustee and the Issuer an Opinion of Bond Counsel.

(e) *Prohibited Facilities.* During the term of the Lease, no portion of the Financed Facility is or will be used as an airplane, skybox, or other private luxury box, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, as such terms are used in Code § 147(e).

(f) *Compliance with Future Tax Requirements.* The Lessee understands that the Code and the Regulations may impose new or different restrictions and requirements on the Lessee in the future. The Lessee will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes or will take remedial action in accordance with Regulations §§ 1.141-12 and 1.145-2 (which action will be accompanied by an Opinion of Bond Counsel) as necessary to cause interest on the Bonds to remain excludable from gross income for federal income tax purposes.

(g) *Compliance With Operating Requirements.* During the term of the Lease, the Lessee shall comply with the operating covenants applicable to the Board of Trustees concerning administration, operation of maintenance, license and permits and insurance as set forth in **Sections 604** through **605**, **Section 607** and **Section 610** of the Indenture.

**Section 2.4. Representations and Covenants of the Trustee.** The Trustee represents and covenants to the Issuer, the Board of Trustees and the Lessee as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or Opinion of Bond Counsel, specifically referencing the Bonds and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to preserve the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(b) The Trustee, acting on behalf of the Lessee, the Board of Trustees and the Issuer, may from time to time cause a firm of attorneys, consultants or independent accountants or an investment banking firm to provide the Trustee with such information as it may request in order to determine all matters relating to (a) the Yield on the Bonds as it relates to any data or conclusions necessary to verify that the Bonds are not "arbitrage bonds" within the meaning of Code § 148, and (b) compliance with

arbitrage rebate requirements of Code § 148(f). The Board of Trustees will pay all costs and expenses incurred in connection with supplying the foregoing information.

**Section 2.5. Survival of Representations and Covenants.** All representations, covenants and certifications of the Issuer, the Board of Trustees, the Lessee and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the Issuer, the Board of Trustees, the Lessee or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds under **Article X** of the Indenture or any other provision of the Indenture, until the final maturity date and payment of all Bonds outstanding.

### ARTICLE III

#### ARBITRAGE CERTIFICATIONS AND COVENANTS

**Section 3.1. General.** The purpose of this Article is to certify, under Regulations § 1.148-2(b), the Issuer's expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the Issuer's conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the Issuer is an officer of the Issuer responsible for issuing the Bonds.

**Section 3.2. Reasonable Expectations.** The facts, estimates and expectations set forth in this Article III are based upon the Issuer's, the Board of Trustees', and the Lessee's understanding of the documents and certificates that comprise the Transcript and the representations, covenants and certifications of the parties thereto. To the Issuer's, the Board of Trustees', and the Lessee's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the Issuer, the Board of Trustees and Lessee set forth in this Tax Agreement are reasonable. The Issuer, the Board of Trustees and the Lessee have no knowledge that would cause them to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

**Section 3.3. Purpose of the Financing.** The Bonds are being issued for the purpose of providing funds to (a) refund the Refunded Bonds, (b) and (c) pay certain costs of issuing the Bonds. The purpose of the refunding of the Refunded Bonds is to (a) achieve interest cost savings through early redemption of the Refunded Bonds, and (b) provide an orderly plan of financing.

**Section 3.4. Funds and Accounts.** The following funds and accounts have been established in the custody of the Trustee under the Indenture:

Series 2014 Costs of Issuance Account within the Costs of Issuance Fund (the "Series 2014 Costs of Issuance Account").

Series 2004 Debt Service Account within the Debt Service Fund (the "Series 2004 Debt Service Account").

Series 2014 Debt Service Account within the Debt Service Fund (the "Series 2014 Debt Service Account").

Series 2014 Rebate Account within the Rebate Fund (the "Series 2014 Rebate Account").

**Section 3.5. Amount and Use of Bond Proceeds and Other Money.**

(a) *Amount of Bond Proceeds.* The total proceeds to be received by the Issuer from the sale of the Bonds will be \$\_\_\_\_\_.

(b) *Use of Bond Proceeds and Other Money.* The Bond proceeds and other moneys are expected to be allocated to expenditures as follows:

(i) \$\_\_\_\_\_ will be deposited in the Series 2014 Costs of Issuance Account from proceeds of the Bonds.

(ii) \$\_\_\_\_\_, representing (A) \$\_\_\_\_\_ from proceeds of the Bonds, (B) \$\_\_\_\_\_ from available money in the Series 2004 Debt Service Account, and (C) \$\_\_\_\_\_ from available money in the Series 2004 debt service reserve account, will be deposited to the credit of the Series 2004 Debt Service Account, to be used to pay the principal of and interest on the Refunded Bonds.

**Section 3.6. Multipurpose Issue.** Pursuant to Regulations § 1.148-9(h) separate purposes of the Bonds having the same initial temporary period for unrestricted investment will be treated as a single purpose for purposes of applying the arbitrage rules.

**Section 3.7. No Advance Refunding.** No proceeds of the Bonds will be used more than 90 days following the Issue Date to pay principal or interest on any other debt obligation.

**Section 3.8. Current Refunding.**

(a) *Proceeds Used For Current Refunding.* Proceeds of the Bonds will be used to pay principal and interest on the Refunded Bonds. All such proceeds shall be spent not later than 90 days after the Issue Date.

(b) *Transferred Proceeds.* As of the Issue Date, approximately \$\_\_\_\_\_ of unspent proceeds of the Refunded Bonds in the debt service reserve fund for the Refunded Bonds will be deposited to the credit of the Series 2004 Debt Service Account, to be used to pay the principal of and interest on the Refunded Bonds. On August 29, 2014, the Refunded Bonds will be redeemed from proceeds of the Bonds and from proceeds of the Refunded Bonds in the debt service reserve fund for the Refunded Bonds. Therefore there are expected to be no Transferred Proceeds of the Bonds, **Section 3.9.**

**Section 3.9. Project Completion.** The Financed Facility was previously completed.

**Section 3.10. No Over-Issuance.** The sale proceeds of the Bonds, together with expected investment earnings thereon and other money contributed by the Board of Trustees or the Lessee, do not exceed the cost of the governmental purpose of the Bonds as described above.

**Section 3.11. Indenture/Sinking Funds.** Under the Indenture, the Board of Trustees is required to make periodic payments to the Trustee in amounts sufficient to pay the principal of and interest on the Bonds. The Trustee will deposit such payments into the Series 2014 Debt Service Account. During the term of the Lease, the Bonds will be payable from the lease payments made by the Lessee to the Board of Trustees under the Lease Agreement. Except for the Series 2014 Debt Service Account, neither the Issuer, the Board of Trustees nor the Lessee has established or expects to establish any sinking fund or other similar fund that is expected to be used to pay principal of or interest on the



Bonds. The Series 2014 Debt Service Account is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Issuer, the Board of Trustees and the Lessee expect that the Series 2014 Debt Service Account will qualify as a Bona Fide Debt Service Fund.

**Section 3.12. Reserve, Replacement and Pledged Funds.**

(a) *Debt Service Reserve Account.* No reserve or replacement fund has been established for the Bonds.

(b) *No Other Replacement Funds.* None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay the costs of the Project and that have been or will be used to acquire higher yielding investments. Except for the Series 2014 Debt Service Account, there are no other funds pledged or committed in a manner that provide a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Issuer, the Board of Trustees or the Lessee encounters financial difficulty.

**Section 3.13. Purpose Investment Yield.** The Yield on the Lease will not exceed the Yield on the Bonds by more than 1/8%, as permitted by Regulations § 1.148-2(d)(2)(i). In determining such Lease yield, “qualified administrative costs” of the Lease paid by the Lessee are taken into account to increase payments for, and reduce receipts from, the Lease, as permitted by Regulations § 1.148-5(e)(3). “Qualified administrative costs” are (1) costs or expenses paid, directly or indirectly, to purchase, carry, sell or retire the Lease, and (2) costs of issuing, carrying or repaying the Bonds, and the underwriting fees; but fees paid to the Board of Trustees are not qualified administrative costs.

**Section 3.14. Yield.**

(a) *Offering Prices.* In the Closing Certificate of the Purchaser, the Purchaser certified that it has purchased all of the Bonds as principal for its own account and has not acted as agent for any person or entity. As of the Issue Date, the Purchaser has not sold and has no present intention to sell the Bonds to any person. The aggregate purchase price of the Bonds is \$[Principal Amount], without accrued interest.

(b) *Bond Yield.* Based on the Offering Prices, the Yield on the Bonds is \_\_\_\_\_, as computed by Bond Counsel and shown on **Exhibit E**. Neither the Issuer nor the Board of Trustees has entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

**Section 3.15. Miscellaneous Arbitrage Matters.**

(a) *Expected Use.* The Issuer expects the Board of Trustees and the Lessee to use the Project for activities which do not constitute “unrelated trades or businesses,” determined by applying Code § 513.

(b) *No Abusive Arbitrage Device.* The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (i) enabling the Issuer, the Board of Trustees or the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (ii) overburdening the tax-exempt bond market.

**Section 3.16. Conclusion.** On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the Issuer does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an “arbitrage bond” within the meaning of Code § 148 and the Regulations.

## ARTICLE IV

### POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

#### Section 4.1. General.

(a) *Purpose of Article.* The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The Issuer, Board of Trustees and the Lessee recognize that interest on the Bonds will remain excludable from gross income only if Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer, the Board of Trustees and the Lessee further acknowledge that written evidence substantiating Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) *Written Policies and Procedures of the Issuer.* The Issuer intends for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to tax compliance that the Issuer has established. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(c) *Board of Trustees and Lessee Responsible for Post-Issuance Tax Requirements.* The Issuer Bond Compliance Officer has provided a copy of the Tax Compliance Procedure to the Joint Bond Compliance Officer. The Tax Compliance Procedure contemplates that the Board of Trustees, the Lessee and the Joint Bond Compliance Officer will follow the Tax Compliance Procedure. The Issuer, the Board of Trustees and the Lessee acknowledge that the investment and expenditure of proceeds of the Bonds are within the control of the Board of Trustees, and that substantially all of the proceeds of the property financed or refinanced by the Bonds is controlled by the Board of Trustees and Lessee. For these reasons, the Issuer and the Issuer Bond Compliance Officer are relying on the Board of Trustees, the Lessee and the Joint Bond Compliance Officer to carry out the Post-Issuance Tax Requirements as set out in this Tax Agreement and the Tax Compliance Procedure. The Board of Trustees and Lessee agree to undertake these obligations and the obligations imposed on it by the Tax Compliance Procedure. The Issuer and the Issuer Bond Compliance Officer will cooperate with the Board of Trustees and Lessee when necessary to enable the Board of Trustees and Lessee to fulfill their Post-Issuance Tax Requirements. Subject to this Section 4.1(c) and 4.1(d), this cooperation includes, but is not limited to, signing Form 8038-T in connection with the payment of arbitrage rebate or yield reduction payments, participating in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedure (VCAP) or a remedial action procedure pursuant to Regulations §§ 1.141-12 and 1.145-2.

(d) *Opinion of Bond Counsel.* Prior to taking any action requested by the Joint Bond Compliance Officer for the purpose of carrying out the Post-Issuance Tax Requirements, the Issuer is entitled to seek and receive an Opinion of Bond Counsel acceptable to the Issuer.

(e) *Payment of Costs of Post-Issuance Tax Requirements and Indemnifications.* Neither the Issuer nor the Trustee is required to incur any cost in connection with any action taken related to the Post-Issuance Tax Requirements, it being the intent of the parties that all costs of the Post-Issuance Tax Requirements will be paid by, or immediately reimbursed by, the Board of Trustees. With respect to all actions requested of the Issuer by the Board of Trustees or Lessee involving Post-Issuance Tax

Requirements, the Issuer is entitled to recover from the Board of Trustees all legal and other fees and expenses incurred and has all rights of indemnification against the Board of Trustees generally contained in the Lease Agreement and Indenture.

**Section 4.2. Record Keeping; Use of Bond Proceeds and Use of Financed Facilities.**

(a) *Record Keeping.* The Joint Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Agreement, the Joint Bond Compliance Officer shall retain records related to Post-Issuance Tax Requirements until 3 years following the final maturity of (i) the Bonds or (ii) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the Issuer and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises. If requested, the Joint Bond Compliance Officer will provide the Issuer Bond Compliance Officer with a complete copy of the Tax-Exempt Bond File.

(b) *Accounting and Allocation of Bond Proceeds to Expenditures.* Proceeds of the Bonds and other money will be used as describe in Sections 3.5, 3.7 and 3.8. The Joint Bond Compliance Officer will maintain accounting records showing the investment and expenditure of this money as part of the Tax-Exempt Bond File. The Joint Bond Compliance Officer has prepared written substantiation records of the allocation of proceeds the Original Obligations to the Financed Facility through requisitions from the project fund established under the indentures for the Original Obligations. This allocation is summarized on **Exhibit G** and is intended to constitute the Final Written Allocation for the Original Obligations.

(c) *Annual Compliance Checklist.* Attached as **Exhibit F** is a form of annual compliance checklist for the Bonds. The Lessee, through its Joint Bond Compliance Officer, will prepare and complete an annual compliance checklist for the Financed Facility at least annually in accordance with the Tax Compliance Procedure. In the event the annual compliance checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Joint Bond Compliance Officer will consult with the Issuer Bond Compliance Officer and in conjunction with the Issuer Bond Compliance Officer will take the actions identified in an Opinion of Bond Counsel or the Tax Compliance Procedure to correct any deficiency.

(d) *Opinions of Bond Counsel.* The Joint Bond Compliance Officer is responsible for obtaining and delivering to the Issuer, the Board of Trustees, the Lessee and the Trustee any Opinion of Bond Counsel required under the provisions of this Tax Agreement, including any Opinion of Bond Counsel required by this Tax Agreement or the annual compliance checklist.

**Section 4.3. Temporary Periods/Yield Restriction.** Except as described below, Gross Proceeds must not be invested at a yield greater than the yield on the Bonds:

(a) *Series 2014 Costs of Issuance Account.* Amounts held in the Series 2014 Costs of Issuance Account may be invested without yield restriction for 13 months.

(b) *Proceeds Allocable to Current Refunding.* Bond proceeds deposited in the Series 2004 Debt Service Account, or otherwise allocable to a current refunding of the Refunded Bonds (see Section 3.8) may be invested at an unrestricted rate for up to 90 days following the Issue Date.

(c) *Series 2014 Debt Service Account.* To the extent that the Series 2014 Debt Service Account qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without yield restriction for 1 year after the date of receipt of such earnings.

(d) *Minor Portion.* In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without yield restriction.

#### **Section 4.4. Fair Market Value.**

(a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market.* Except for Investments purchased for a yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts.* The Issuer, the Board of Trustees and the Lessee are applying Regulations § 1.148-5(d)(6)(iii)(A) as amended by the Proposed Regulations (relating to electronic bidding of Guaranteed Investment Contracts) to the Bonds. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The Board of Trustees, Lessee or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax, or an electronic e-mail copy.

(B) The bid specifications include all “material” terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Issuer, the Board of Trustees, the Lessee, the Trustee, or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the Issuer, the Board of Trustees, the Lessee, the Trustee, or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the Board of Trustee’s reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive “last look”).

(G) At least 3 “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(2) Bids Received. The bids received by the Board of Trustees, the Lessee or Trustee must meet all of the following requirements:

(A) The Board of Trustees, the Lessee or Trustee receives at least 3 bids from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least 1 of the 3 bids received is from a reasonably competitive provider, as defined above.

(C) If the Board of Trustees, the Lessee or Trustee uses an agent or broker to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The Board of Trustees, the Lessee and the Trustee retain the following records with the bond documents until 3 years after the last outstanding Bond is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid by the Board of Trustees, the Lessee or Trustee for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Board of Trustees, the Lessee or Trustee, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of the Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least 3 bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.*, as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

#### **Section 4.5. Exemption of Certain Gross Proceeds from the Rebate Requirement.**

(a) *General*. A portion of the Gross Proceeds of the Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Bonds and will not otherwise affect the application of the investment limitations described in Section 4.3. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in Section 4.6 applies even if a portion of the Gross Proceeds of the Bonds is exempt from the rebate requirement. To the extent all or a portion of the Bonds is exempt from rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in Section 4.6.

(b) *Applicable Spending Exceptions*.

The following optional rebate spending exceptions can apply to the Bonds:

(i) 6-month spending exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).

(c) *Special Elections Made with Respect to Spending Exception Elections.* No special elections are being made in connection with the application of the spending exceptions.

(d) *Bona Fide Debt Service Fund.* To the extent that the Series 2014 Debt Service Account qualifies as a Bona Fide Debt Service Fund, Investment earnings in the fund cannot be taken into account in computing arbitrage rebate (1) with respect to such portion that meets the 6-month, 18-month or 2-year spending exception, or (2) for a given Bond Year, if the gross earnings on the Series 2014 Debt Service Account for such Bond Year are less than \$100,000. If the average annual debt service on the Bonds does not exceed \$2,500,000, the \$100,000 earnings test may be treated as satisfied in every Bond Year.

(e) *Documenting Application of Spending Exception.* At any time prior to the first Computation Date, the Board of Trustees or Lessee may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the Board of Trustees must continue to comply with Section 4.6 hereof.

(f) *General Requirements for Spending Exception.* The following general requirements apply in determining whether a spending exception is met.

(1) Using Adjusted Gross Proceeds to pay principal of any Bonds is not taken into account as an expenditure for purposes of meeting any of the spending tests.

(2) The 6-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent within 6 months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial 6-month period, so long as this amount is spent within 1 year of the Issue Date.

#### **Section 4.6. Computation and Payment of Arbitrage Rebate.**

(a) *Series 2014 Rebate Account.* The Trustee will keep the Series 2014 Rebate Account separate from all other funds and will administer the Series 2014 Rebate Account under this Tax Agreement. Any investment earnings derived from the Series 2014 Rebate Account will be credited to the Series 2014 Rebate Account, and any investment loss will be charged to the Series 2014 Rebate Account.

(b) *Computation of Rebate Amount.* The Trustee will provide the Rebate Analyst Investment reports relating to each fund held by the Trustee that contains Gross Proceeds of the Bonds at such times as reports are provided to the Board of Trustees and Lessee, and not later than 10 days following each Computation Date. The Board of Trustees or Lessee will provide the Rebate Analyst with copies of investment reports for any funds containing Gross Proceeds that are held by a party other than the Trustee annually as of the end of each Bond Year and not later than 10 days following each Computation Date. Each investment report provided to the Rebate Analyst will contain a record of each investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Trustee, the Board of Trustees, the Lessee and the Issuer together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports

prepared by other professionals. If the sum of the amount on deposit in the Series 2014 Rebate Account and the value of prior rebate payments is less than the arbitrage rebate due, the Board of Trustees will, within 55 days after such Computation Date, pay to the Trustee the amount of the deficiency for deposit into the Series 2014 Rebate Account. The Trustee will transfer any balance remaining in the Series 2014 Rebate Account to the Board of Trustees with the written approval of the Rebate Analyst or following the payment of any rebate due as of the final Computation Date.

(c) *Rebate Payments.* Within 60 days after each Computation Date, the Trustee must pay (but solely from money in the Series 2014 Rebate Account or provided by the Board of Trustees) to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center  
Ogden, UT 84201

**Section 4.7. Successor Rebate Analyst.** If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if either the Board of Trustees or the Issuer desire that a different firm act as the Rebate Analyst, then the Board of Trustees, with the written consent of the Issuer (which consent will not be unreasonably withheld) or the Issuer, by an instrument or concurrent instruments in writing delivered to the Trustee, the firm then serving as the Rebate Analyst and any other party to this Tax Agreement, will name a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder. In the event the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason and neither the Issuer nor the Board of Trustees appoints a qualified successor Rebate Analyst within 30 days following a request to appoint a successor Rebate Analyst, then the Trustee will appoint a firm to act as the successor Rebate Analyst.

**Section 4.8. Filing Requirements.** The Issuer (if requested in writing by the Board of Trustees or Lessee), the Trustee, the Board of Trustees, and the Lessee will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with an Opinion of Bond Counsel addressed and delivered to such parties.

**Section 4.9. Survival after Defeasance.** Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Bonds.

**Section 4.10. Tax Audits.** The Issuer, the Board of Trustees and the Lessee acknowledge that the IRS has a routine tax audit program in place and that the cost of professional representation and compliance with requests for records and other information that are a part of such an audit can be substantial, even if no violation of tax laws are found. This Issuer, the Board of Trustees and the Lessee also recognize that under current administrative procedures the IRS must direct audit inquiries to the Issuer, even though the Board of Trustees and the Lessee have the primary responsibility for maintaining the exclusion of interest on the Bonds from gross income for federal income tax purposes. Upon receipt of notice of the commencement of any audit of the Bonds, the Board of Trustees, the Lessee or the Issuer will notify the others promptly. Throughout the term of the audit and any subsequent proceedings, the Issuer, the Board of Trustees and the Lessee will provide copies to one another of any correspondence received from or transmitted to the IRS by the other. The Issuer may hire its own legal counsel to represent its interests in connection with the audit or in any further proceeding that results from the audit.



At the request of the Issuer, the Board of Trustees or the Lessee will hire legal counsel to represent it in the audit. The Board of Trustees and the Lessee, upon written request of the Issuer, will assume responsibility for responding to information and document requests made by the auditor, that are within its knowledge or possession. Promptly on demand by the Issuer in writing, the Board of Trustees will pay costs incurred by the Issuer in connection with the audit or any legal or administrative proceeding resulting from the audit (including the Issuer's reasonable attorney's fees and expenses). Neither the Issuer, the Board of Trustees nor the Lessee shall have the right to represent or otherwise bind the other party in connection with any settlement related to the tax-exempt status of the Bonds. Nothing contained in this section is intended to limit the rights of the Issuer to recovery under any agreement or certificate executed in connection with the issuance of the Bonds.

## ARTICLE V

### MISCELLANEOUS PROVISIONS

**Section 5.1. Term of Tax Agreement.** This Tax Agreement will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that, the provisions of **ARTICLE IV** of this Tax Agreement regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions in Section 4.2 of this Tax Agreement relating to record keeping shall continue in force for the period described therein for records to be retained.

**Section 5.2. Amendments.** This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the Bondholders, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Agreement as so amended, the Indenture, such amendment will not cause any Bond to be an arbitrage bond under Code § 148 or otherwise cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the Issuer, the Board of Trustees, the Lessee and the Trustee receive an Opinion of Bond Counsel, addressed to the Issuer, the Board of Trustees, the Lessee and the Trustee, that such amendment will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

**Section 5.3. Opinion of Bond Counsel.** The Issuer, the Board of Trustees, the Lessee and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Bond Counsel to the effect that the proposed deviation will not adversely affect the validity of the Bonds or cause an event of taxability to occur. The Issuer and the Board of Trustees (to the extent within their power or direction), the Lessee and the Trustee further agree to comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

**Section 5.4. Reliance.** In delivering this Tax Agreement the Issuer, the Board of Trustees and the Trustee are making only those certifications, representations and agreements as are specifically attributed to them in this Tax Agreement. The balance of the certifications, representations and agreements contained in this Tax Agreement, except those made by the Purchaser in the Purchaser's Closing Certificate, are those of the Lessee, and the Issuer, the Board of Trustees and the Trustee are relying on the Lessee with respect to them. Neither the Issuer, the Board of Trustees nor the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts,

circumstances, estimates or expectations of the Lessee or the Purchaser and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable.

**Section 5.5. Severability.** If any provision in this Tax Agreement or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

**Section 5.6. Benefit of Agreement.** This Tax Agreement is binding upon the Issuer, the Board of Trustees, the Trustee and the Lessee and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Bonds. Nothing in this Tax Agreement or in the Indenture or the Bonds, express or implied, gives to anyone, other than the parties to this Tax Agreement and their successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement. The certifications and representations made in this Tax Agreement and the expectations presented in this Tax Agreement are intended, and may be relied upon, as a certification of an officer of Issuer given in good faith described in Regulations § 1.148-2(b)(2). The Lessee understands that its certifications in this Tax Agreement and in its Closing Certificate will be relied upon by the Issuer and the Board of Trustees in the issuance of the Bonds and execution of this Tax Agreement. The Issuer, the Board of Trustees and the Lessee understand that such certification will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

**Section 5.7. Default, Breach and Enforcement.** Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement is an event of default under this Tax Agreement. This Tax Agreement is defined as a "Transaction Document" in the Indenture, and remedies for an event of default under this Tax Agreement may be pursued pursuant to the terms of the Indenture or any other document which references this Tax Agreement and gives remedies for an event of default thereunder.

**Section 5.8. Execution in Counterparts.** This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

**Section 5.9. Governing Law.** This Tax Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

**Section 5.10. Electronic Transactions.** The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be stored, by electronic means.

**THE PARTIES TO THIS TAX AGREEMENT** have caused this Tax Compliance Agreement to be duly executed by their duly authorized officers as of the day and year first above written.

**BOONE COUNTY, MISSOURI**

By: \_\_\_\_\_  
Title: County Treasurer

**BOARD OF TRUSTEES OF BOONE  
COUNTY HOSPITAL**

By: \_\_\_\_\_  
Title: Chairperson

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**CH ALLIED SERVICES, INC.**

By: \_\_\_\_\_  
Title: President

**EXHIBIT A**

**CERTIFICATE OF APPROVAL**

**EXHIBIT B**

**IRS FORM 8038**

**EXHIBIT C**

**501(c)(3) DETERMINATION LETTER**

**EXHIBIT D**

**DESCRIPTION OF PROJECT COMPRISING THE FINANCED FACILITY AND  
ALLOCATION OF ORIGINAL OBLIGATIONS**

**EXHIBIT E**

**DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD**



**EXHIBIT F**

**SAMPLE  
ANNUAL COMPLIANCE CHECKLIST**

<b>Name of tax-exempt bonds (“Bonds”) financing</b>	
<b>Financed Asset:</b>	
<b>Issue Date of Bonds:</b>	
<b>Placed in service date of Project Facility:</b>	
<b>Name of Joint Bond Compliance Officer:</b>	
<b>Period covered by request (“Annual Period”):</b>	

<b>Item</b>	<b>Question</b>	<b>Response</b>
<b>1 Ownership</b>	Was the entire Project Facility owned by the County or the Hospital Board of Trustees during the entire Annual Period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “No,” was an Opinion of Bond Counsel obtained prior to the transfer?  If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.  If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>2 Leases &amp; Other Rights to Possession</b>	During the Annual Period, was any part of the Project Facility leased at any time pursuant to a lease or similar agreement for more than 50 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement?  If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.  If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>3 Management or Service Agreements</b>	During the Annual Period, has the management of all or any part of the operations of the Financed Asset (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was an Opinion of Bond Counsel obtained prior to entering into the management agreement?  If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.  If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Item	Question	Response
<b>4</b> <b>Unrelated Trade or Business</b>	During the Annual Period, was any part of the Financed Assets used by the Lessee in an unrelated trade or business (regardless of whether or not the activity generated a profit)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If Yes, contact Bond Counsel and include description of the conclusions in the Tax-Exempt Bond File.	
<b>5</b> <b>Other Use</b>	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Asset?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the agreement?  If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.  If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>6</b> <b>Arbitrage &amp; Rebate</b>	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	
<b>7</b> <b>Continuing Disclosure Filings</b>	Did the Lessee file its annual report (including audited financial statements and any other financial information and operating data required for the Bonds) with the MSRB on EMMA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If No, file the appropriate failure to file notice required for the Bonds with the MSRB on EMMA. In addition, contact legal counsel and/or Bond Counsel and file the deficient material with the MSRB on EMMA and include a description of the reason for the delay in the Tax-Exempt Bond File.	

<p><b>8</b> <b>Material Event Filings</b></p>	<p>Did any of the following events occur with respect to the Bonds?</p> <ul style="list-style-type: none"> <li>• principal and interest payment delinquencies;</li> <li>• non-payment related defaults, if material;</li> <li>• unscheduled draws on debt service reserves reflecting financial difficulties;</li> <li>• unscheduled draws on credit enhancements reflecting financial difficulties;</li> <li>• substitution of credit or liquidity providers, or their failure to perform;</li> <li>• adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;</li> <li>• modifications to rights of bondholders, if material;</li> <li>• bond calls, if material, and tender offers;</li> <li>• defeasances;</li> <li>• release, substitution or sale of property securing repayment of the Bonds, if material;</li> <li>• rating changes;</li> <li>• bankruptcy, insolvency, receivership or similar event of the obligated person;</li> <li>• the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and</li> <li>• appointment of a successor or additional trustee or the change of name of the trustee, if material.</li> </ul>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>If Yes, was notice of the material event filed with the MSRB on EMMA?</p> <p>If No, contact legal counsel and/or Bond Counsel immediately and prepare and file any required notice with the MSRB on EMMA.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

**Joint Bond Compliance Officer:** \_\_\_\_\_

**Date Completed:** \_\_\_\_\_

### Schedule 2.3

#### Management Agreements, Leases and Research Agreements of the Lessee

Management/operating agreements:

- (1) food service contract with Morrison Management Specialists, Inc.,
- (2) Emergency Room contract with Emergency Physicians of Mid-Missouri, P.C. ,
- (3) Stroke Program contract with Neurology, Inc.;
- (4) the following Medical Director Contracts:

Name	Title and Specialty
Joseph Muscato, M.D.	Palliative Care (effective 3/1/2014)
Joseph Muscato, M.D.	Stewart Cancer Center
Donald M. Delwood, MD	Information Technology and Informatics
Trey James, MD	Hospitalist Vice Chair (1/1/2014)
Chris Martin, MD	Dialysis Services (change effective 1/1/14?)
Martha Herring, DO	Hospitalist
Humayun Lodhi, MD	Pulmonary Services
Allyn Sher, MD	Stroke Center
John Baird, MD	Nuclear Cardiology
John Boyer, MD	Echocardiography
Dan Pierce, MD	Electrophysiology
James Elliott, MD	Cardiac Rehabilitation
Tony Spaedy, MD	Cardiac Catheterization
Robert Frazier MD	Psychiatry Services (ISA)
Michael Hauan, MD	Institutional Review Board
Timothy O'Connor, MD	Newborn Services
Paul Thompson, MD	Anesthesia Services
Justin Malone, MD	Rehabilitation Unit

Name	Title and Specialty
Mohammad Jarbou, MD	ICU/Critical Care
Todd Oliver, MD	Orthopedic Trauma Care
Max Lazinger, MD	Radiology Services
James Pitt, DO	Bariatric Surgery
James Pitt, DO	Quality & Efficiency in Surgery Svcs
Matthew Struttman, MD	Gastroenterology
Ken Weston, MD	NextGen
David McLaren, MD	Neurodiagnostic Lab Services
Scott Gard, MD	Vascular Lab Services
Paul Humphrey, MD	Endovascular Lab
Brian Johnson, MD	Infection Control
Randall Mueller, MD	Emergency Svcs
Michael Szewczyk, MD	Employee Health/Workers' Comp
Michael Szewczyk, MD	Occupational Medicine/Wellaware
Kimberly Jamison, MD	Diabetes and Obesity Screening
Grant "Van" Darkow, MD	Laboratory Services

Physician or Group	Services Provided
<b>Michael Daly, DO</b>	Palliative Care
<b>Grant "Van" Darkow, MD</b>	Laboratory Services
<b>Donald M. Delwood, MD</b>	Information Technology and Informatics
<b>Deborah Doxsee, Ph.D.</b>	Psychology Services
<b>Robert Frazier MD</b>	Psychiatry Services (ISA)
<b>Scott Gard, MD</b>	Vascular Lab Services
<b>Michael Hauan, MD</b>	Institutional Review Board
<b>Martha Herring, DO</b>	Hospitalist
<b>Paul Humphrey, MD</b>	Endovascular Lab
<b>Kimberly Jamison, MD</b>	Diabetes and Obesity Screening
<b>Mohammad Jarbou, MD</b>	ICU/Critical Care
<b>Brian Johnson, MD</b>	Infection Control
<b>Lawrence Lampton, MD</b>	Pulmonary Services (ISA)
<b>Humayun Lodhi, MD</b>	Pulmonary Services
<b>Justin Malone, MD</b>	Rehabilitation Unit
<b>David McLaren, MD</b>	Neurodiagnostic Lab Services
<b>Randall Mueller, MD</b>	Emergency Svcs
<b>Timothy O'Connor, MD</b>	Newborn Services
<b>Todd Oliver, MD</b>	Orthopedic Trauma Care
<b>James Pitt, DO</b>	Bariatric Surgery
<b>James Pitt, DO</b>	Quality & Efficiency in Surgery Svcs
<b>Radiology Consultants, Inc.</b>	Radiology Services

<b>Allyn Sher, MD</b>	Stroke Center
<b>James Sowash, MD</b>	Outreach Services (ISA)
<b>Matthew Struttman, MD</b>	Gastroenterology
<b>Michael Szewczyk, MD</b>	Employee Health/Workers' Comp
<b>Michael Szewczyk, MD</b>	Occupational Medicine/Wellaware
<b>Ken Weston, MD</b>	NextGen
<b>William K. Winkelmeyer, MD</b>	Dialysis Services

<b>John Baird, MD - Missouri Cardiovascular Specialists</b>	Nuclear Cardiology
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<b>John Boyer, MD - Missouri Cardiovascular Specialists</b>	Echocardiography
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<b>Dan Pierce, MD - Missouri Cardiovascular Specialists</b>	Electrophysiology
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<b>James Elliott, MD - Missouri Cardiovascular Specialists</b>	Cardiac Rehabilitation
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<b>Tony Spaedy, MD - Missouri Cardiovascular Specialists</b>	Cardiac Catheterization
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**Mid America Anesthesia Consultants, P.C.**

Anesthesia Services



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 24th day of July 20 14

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby re-appoint the following:

Name	Board	Period
Ralph Pickett	Building Code Commission	August 16, 2014 through August 16, 2016
Jared Vessell	Judicial & Law Enforcement Task Force	June 21, 2014 through June 21, 2017

Done this 24th day of July, 2014.

ATTEST:

*Wendy S. Noren*  
Wendy S. Noren  
Clerk of the County Commission

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Karen M. Miller*  
Karen M. Miller  
District I Commissioner

*Absent*  
Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 24th day of July 20 14

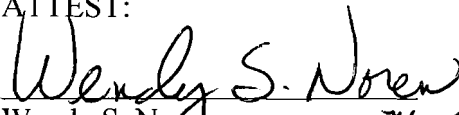
the following, among other proceedings, were had, viz:

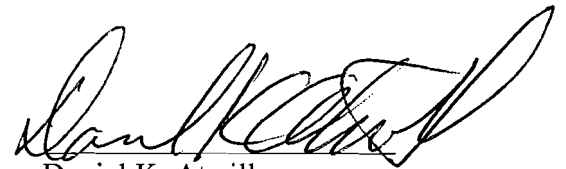
Now on this day the County Commission of the County of Boone does hereby approve the attached invoices as follows:

- Invoice 23686 – Replacement of the Rotor Locked Compress in Unit #4 - **\$3,969.00**
- Invoice 23687 – Replacement of the Building Loop Pump - **\$1,743.98**

Done this 24th day of July, 2014

ATTEST:

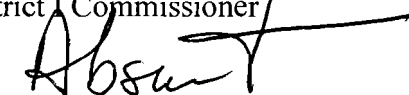
  
 Wendy S. Noren  
 Clerk of the County Commission *my*



Daniel K. Atwill  
 Presiding Commissioner



Karen M. Miller  
 District I Commissioner



Janet M. Thompson  
 District II Commissioner



**Air Systems, LLC**  
 Commercial & Industrial  
 Air Conditioning & Heating  
 1208 Jefferson St.  
 Columbia, MO 65203  
 PHONE: 573-817-0700  
 FAX: 573-443-1688

# Invoice

BILL TO
BOONE COUNTY FAIRGROUNDS c/o BOONE COUNTY COMMISSION 801 E. WALNUT COLUMBIA, MO 65201

DATE	INVOICE #
7/17/2014	23686

TERMS	P.O. NUMBER
<b>Net 30</b>	

DESCRIPTION	AMOUNT
INVOICE FOR THE REPLACEMENT OF THE ROTOR LOCKED COMPRESSOR IN UNIT #4, IN ACCORDANCE WITH OUR PROPOSAL DATED 2/17/14.	3,969.00
<i>Thank you for your business.</i>	<b>Total</b> \$3,969.00

**All accounts are due within 30 days of invoice date. Any account overdue will be subject to a finance charge of 1 1/2% per month on the unpaid balance.**



**Air Systems, LLC**  
 Commercial & Industrial  
 Air Conditioning & Heating  
 1208 Jefferson St.  
 Columbia, MO 65203  
 PHONE: 573-817-0700  
 FAX: 573-443-1688

# Invoice

BILL TO
BOONE COUNTY FAIRGROUNDS c/o BOONE COUNTY COMMISSION 801 E. WALNUT COLUMBIA, MO 65201

DATE	INVOICE #
7/17/2014	23687

TERMS	P.O. NUMBER
<b>Net 30</b>	

DESCRIPTION	AMOUNT
INVOICE FOR REPLACEMENT OF THE BUILDING LOOP PUMP, IN ACCORDANCE WITH OUR PROPOSAL DATED 7/2/14.	1,708.00
FREIGHT	35.98

<i>Thank you for your business.</i>	<b>Total</b>	\$1,743.98
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**All accounts are due within 30 days of invoice date. Any account overdue will be subject to a finance charge of 1 1/2% per month on the unpaid balance.**