

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 9th day of December 20 08

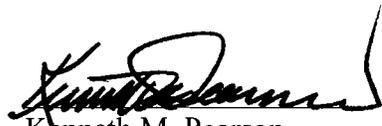
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the resolution and order authorizing \$1,700,000 worth of general obligation bonds with the State of Missouri Direct Loan Program Series 2008.

Done this 9th day of December, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

NOTICE OF MEETING

Public notice is hereby given that a regular meeting of the County Commission of Boone County, Missouri will be held at the Boone County Government Center, 801 E. Walnut in Columbia, Missouri, at 10:00 a.m., on December 9, 2008, to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

1. Resolution and Order authorizing General Obligation Bonds (State of Missouri – Direct Loan Program), Series 2008.
2. Other matters.

The meeting will be open to the public.

DATED: December 4, 2008.

Wendy Noren
County Clerk

COPY

816-221-1000
FAX: 816-221-1018
WWW.GILMOREBELL.COM

GILMORE & BELL

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
2405 GRAND BOULEVARD, SUITE 1100
KANSAS CITY, MISSOURI 64108-2521

ST. LOUIS, MISSOURI
WICHITA, KANSAS
LINCOLN, NEBRASKA

December 10, 2008

Boone County Commission
801 E. Walnut
Columbia, MO 65201
Attention: Presiding Commissioner

Re: Proposed Issuance of \$1,700,000 General Obligations Bonds (State of Missouri – Direct Loan Program), Series 2008, of Boone County, Missouri

Dear Ken:

The purpose of this engagement letter is to set forth certain matters concerning the services we have preformed and will perform as bond counsel to County (the “*Issuer*”), in connection with the issuance of the above-referenced bonds (the “*Bonds*”).

SCOPE OF ENGAGEMENT

In this engagement, as bond counsel to the Issuer we have performed or expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the “*Local Bond Counsel Opinion*”) regarding the validity and binding effect of the Bonds and such related matters as we deem necessary or appropriate.
- (2) Examine applicable law as it relates to the authorization and issuance of the Bonds and our Local Bond Counsel Opinion and advise the Issuer regarding the legal authority for the issuance of the Bonds and other legal matters related to the structure of the Bonds.
- (3) Prepare or review election proceedings, authorizing proceedings and legal documents necessary or appropriate to the authorization, issuance and delivery of the Bonds and coordinate the authorization and execution of such documents.
- (4) Attend meetings and conferences related to the Hillcreek Subdivision Neighborhood Improvement District Project and the Bonds and otherwise consult with the parties to the transaction prior to the issuance of the Bonds.

- (5) Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the Bonds.
- (6) Undertake such additional duties as we deem necessary to complete the financing and to render our Local Bond Counsel Opinion.

Our Local Bond Counsel Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the “*Closing*”). The Local Bond Counsel Opinion will be based on facts and law existing as of its date. In rendering our Local Bond Counsel Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

ATTORNEY-CLIENT RELATIONSHIP

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds and delivery of our Local Bond Counsel Opinion. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038 and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds. We do not undertake (unless separately engaged) to provide continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal and Missouri income tax purposes or to assure compliance with the continuing disclosure requirements of applicable federal securities laws. Nonetheless, subsequent events may affect the tax-exempt status of interest on the Bonds and compliance with federal securities laws. Consequently, continued monitoring and other action to assure compliance with these requirements may be necessary. Should the Issuer want our firm to assist with such compliance (*e.g.*, arbitrage rebate calculations and ongoing securities law disclosure), our participation in such post-closing matters must be specifically requested, and a separate engagement will be required.

CONFLICTS

As you are aware, our firm represents many political subdivisions, underwriters and others. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We also may represent, in unrelated matters, one or more of the entities involved in the issuance of the Bonds. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of the Issuer or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance

of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$6,500.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

GILMORE & BELL, P.C.



Nancy N.C. Lear

ACCEPTED AND APPROVED:

BOONE COUNTY COMMISSION

By:  _____

Title: Presiding Commissioner

Date: December 10, 2008

ESCROW TRUST AGREEMENT

Dated as of December 1, 2008

by and between

BOONE COUNTY, MISSOURI

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as paying agent and escrow agent

relating to

\$1,700,000
GENERAL OBLIGATION BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2008

OF

BOONE COUNTY, MISSOURI

ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT (this “Escrow Agreement” or “Agreement”), entered into as of December 1, 2008, between **BOONE COUNTY, MISSOURI** a first-class county and political subdivision of the State of Missouri (the “Participant”), and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out by virtue of the laws of the United States of America, as paying agent and escrow agent (the “Paying Agent”);

RECITALS

1. Pursuant to 10 CSR 20–4.010 through 10 CSR 20–4.020 and 10 CSR 20–4.040 through 10 CSR 20–4.050 of the Code of State Regulations, DNR, in cooperation with the Clean Water Commission of the State of Missouri (the “Clean Water Commission”), has developed and implemented the State of Missouri Direct Loan Program (the “Direct Loan Program”) and has stated its intent to make loans to political subdivisions of the State of Missouri.

2. The Clean Water Commission has approved a loan in the principal amount of \$1,700,000 (the “Loan”) to the Participant to be made by DNR pursuant to the below defined Purchase Agreement.

3. The County and Boone County Regional Sewer District (the “District”) have entered into the Cooperative Agreement Neighborhood Improvement District Projects in August 1998, pursuant to which (i) the County has agreed to establish neighborhood improvement districts (“NIDs”) and finance the construction, installation and extension of main and lateral storm water drains and sanitary sewer systems and appurtenances thereto within the NIDs, and (ii) the District has agreed to design, construct, reconstruct, repair, improve, own, operate and maintain the systems within the NIDs financed by the County (such as the Project (defined below), constituting the Neighborhood Improvement District Public Sanitary Sewer Improvement Program.

4. DNR, the Participant and the District have determined to enter into the Purchase Agreement dated as of December 1, 2008 (the “Purchase Agreement”) for the purposes of providing the financing for the construction, installation and extension of main and lateral storm water drains and sanitary sewer systems and appurtenances thereto within the Hillcreek Subdivision Neighborhood Improvement District Project (the “Project” as further described in the Purchase Agreement) and setting forth their covenants and agreements respecting the application of the net proceeds of the Loan to finance the Project and in satisfaction of the obligations of DNR under the Federal Act and EPA guidance to preserve The Water and Wastewater Loan Fund in perpetuity.

5. The Loan will be evidenced by the Participant’s General Obligation Bonds (State of Missouri – Direct Loan Program) Series 2008 (the “Bonds”), delivered to DNR.

6. As a condition to its execution and delivery of the Purchase Agreement, DNR has required that the Participant enter into this Agreement with the Paying Agent.

AGREEMENT

Section 1. Definitions. In addition to words and terms defined in the Recitals, elsewhere in this Agreement, in the Purchase Agreement and in the Bond Resolution, capitalized words and terms have the following meanings in this Agreement:

“Account” means any of the funds or accounts established by Section 4.

“Administrative Expense Fund” means the fund so designated and established by Section 4, which Fund does not constitute part of the Direct Loan Program.

“Bond Debt Service” means Bond Debt Service as defined in the Bond Resolution.

“Bond Issuance Date” means the date of the initial issuance and delivery of the Bonds, December __, 2008.

“Bond Resolution” means the Resolution and Order of the Participant, passed by the governing body of the Participant on December 9, 2008, as amended in accordance with its terms.

“Business Day” means any day other than a Saturday, a Sunday or any other day on which banking institutions in the State are either authorized or required to be closed.

“Capitalized Interest Account” means the Capitalized Interest Account established within the Construction Fund.

“Construction Account” means the Construction Account established within the Construction Fund.

“Construction Fund” means the fund so designated and established by Section 4.

“Debt Service Fund” means the fund so designated and established by Section 4.

“Debt Service Payment” means each payment to be made by the Participant to the Paying Agent under Section 502 of the Bond Resolution.

“DNR” means the Missouri Department of Natural Resources, a department of the State of Missouri.

“Interest Account” means the Interest Account established within the Repayment Fund.

“Interest Payment Date” means the Interest Payment Date with respect to the Bonds.

“Paying Agent’s Fee” means (i) an initial one-time of \$500 payable on the Bond Issuance Date, plus (ii) an annual fee of \$1,000, for the Paying Agent’s fees and ordinary expenses (excluding any extraordinary fees and expenses), for services performed as the Paying Agent under this Escrow Agreement and the Bond Resolution, payable semiannually in arrears on each Interest Payment Date.

“Principal Account” means the Principal Account established within the Repayment Fund.

“Repayment Fund” means the fund so designated and established by Section 4. The Repayment Fund does not constitute part of the Direct Loan Program.

Section 2. DNR Actions. All approvals, notices, consents and other actions of DNR under the Purchase Agreement (other than the execution of the Purchase Agreement and any amendments) will be executed by the Director, Financial Assistance Center, Water Protection Program of DNR or any other person designated from time to time by the Director of DNR by a written instrument filed with the Participant and the Paying Agent.

Section 3. Receipt of Documents. The Paying Agent hereby acknowledges receipt of a certified copy or executed counterpart of each of the Purchase Agreement and the Bond Resolution. Reference or citation in this Agreement to any provisions of the Purchase Agreement or the Bond Resolution will incorporate the same as a part of this Agreement in the same manner and with the same effect as if they were fully set forth in this Agreement. On the Bond Issuance Date the documents described in Section 3.1 of the Purchase Agreement that are required to be delivered to it, will be delivered to the Paying Agent.

Section 4. Establishment of Funds and Accounts. There are hereby created and established with the Paying Agent the following special and irrevocable separate trust funds and accounts, each of which will be held by the Paying Agent under this Agreement:

- (a) Debt Service Fund;
 - (b) Construction Fund, consisting of the Construction Account and the Capitalized Interest Account;
 - (c) Repayment Fund, consisting of the Principal Account and the Interest Account;
- and
- (d) Administrative Expense Fund.

Section 5. Disposition of Bond Proceeds. On the Bond Issuance Date proceeds of the Bonds in the amount of \$1,700,000 will be deposited by the Paying Agent as follows: \$[[59,925.00]] in the Capitalized Interest Account and \$[[1,640,075.00]] in the Construction Account.

Section 6. Debt Service Fund.

(a) There will be deposited in the Debt Service Fund moneys to be transferred to the Debt Service Fund from the Construction Fund, the Principal Account and the Interest Account pursuant to Sections 7 and 8 on the dates and in the following order of priority:

- (1) First, on each Interest Payment Date, from the Construction Fund the investment earnings on moneys in the Construction Fund;
- (2) Second, upon the Completion of Disbursements, the amount remaining in the Construction Fund (other than investment earnings), such amount to be applied to the mandatory redemption of the Bonds pursuant to Section 302(b) of the Bond Resolution;
- (3) Third, on any Principal Payment Date, from the Principal Account all moneys in the Principal Account to be applied solely to the payment of the principal component of the Bond Debt Service; and
- (4) Fourth, on each Interest Payment Date for the Bonds, to the extent moneys in the Debt Service Fund are not sufficient to pay the Bond Debt Service, first from the Capitalized Interest Account, and then, if the amount in the Capitalized Interest Account is not sufficient, from the Interest Account, an amount equal to such deficiency.

(b) Except as provided in (d) below, moneys on deposit in the Debt Service Fund will be applied solely to pay the Bond Debt Service as the same becomes due and payable. On each date fixed for redemption of the Bonds and each Principal Payment Date and Interest Payment Date, the Paying Agent

will remit to the Bondowner an amount from the Debt Service Fund equal to the Bond Debt Service due and payable on such date.

(c) No later than the 15th day of the month after each Interest Payment Date the Paying Agent will provide a written notice to the Participant of the amount remaining in the Debt Service Fund and the Interest Account which will constitute a credit against the Debt Service Payments in accordance with Section 502(a) of the Bond Resolution.

(d) Moneys remaining in the Debt Service Fund at the close of business on the date on which the Bonds are paid in full will be transferred to the Participant.

Section 7. Construction Fund.

(a) The Paying Agent will deposit in the Construction Account and the Capitalized Interest Account the amounts specified in Section 5. Moneys in the Construction Fund will be disbursed as provided in this Section.

(b) The Escrow Agent will disburse from the Capitalized Interest Account, on each Interest Payment Date through and including the January 1, 2011 Interest Payment Date, (i) to the Debt Service Fund, an amount equal to interest payable on the Bonds other than Additional Interest, calculated and applied in accordance with Section 6(a)(4), and (ii) the Paying Agent's Fee then due.

(c) Requisitions will be submitted by the District for withdrawals from the Construction Account in accordance with Article III of the Purchase Agreement. Prior to making any Disbursement from the Construction Account the Paying Agent will receive a Requisition for the Actual Reimbursement Amount approved by DNR and a certificate executed by the Authorized Representative of the District specifying that payment is being made for a purpose within the scope of the Purchase Agreement and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Each Disbursement made from the Construction Account for the payment of Project Costs will be in the amount of the Actual Reimbursement Amount. The Paying Agent shall be entitled to rely conclusively on such Requisition and certificate and shall not be required to make any independent inspection or investigation in connection therewith.

(d) Investment earnings on moneys held in the Construction Fund will be transferred to the Debt Service Fund pursuant to Section 6.

(e) All Disbursements from the Construction Account will be made prior to the Completion of Disbursements. Any moneys remaining in the Construction Account (other than investment earnings) on the Completion of Disbursements will be transferred to the Debt Service Fund and applied to the mandatory redemption of the Bonds in accordance with Section 302(b) of the Bond Resolution. Investment earnings (other than the amount constituting Additional Interest payable on the Bonds) remaining in the Construction Fund on the Completion of Disbursements will be transferred to the Debt Service Fund.

(f) On each Interest Payment Date prior to the Completion of Disbursements and on the Completion of Disbursements, the Paying Agent will determine the Additional Interest payable on the Bonds on such Interest Payment Date and on the Interest Payment Date next following the Completion of Disbursements and will provide written notice thereof to the Participant and Bondowner.

Section 8. Repayment Fund.

(a) The Paying Agent will deposit in the Principal Account the principal component of each Debt Service Payment and in the Interest Account the balance of the Debt Service Payment and any other moneys received from the Participant for deposit in the Interest Account.

(b) Moneys in the Principal Account and Interest Account will be disbursed at the times, in the amounts and in the priority, as follows:

(1) First: From the Principal Account, on each Principal Payment Date on which the principal component of the Bond Debt Service is due and payable, to the Debt Service Fund the amount calculated in accordance with Section 6(a)(3);

(2) Second: From the Interest Account, on each Interest Payment Date or date on which interest is payable as a result of a redemption of the Bonds, to the Debt Service Fund the amount calculated in accordance with Section 6(a)(4); and

(3) Third: Upon the payment in full of the principal of and interest on the Bonds, all moneys remaining on deposit in the Principal Account and Interest Account to the Participant in accordance with Section 4.3 of the Purchase Agreement.

Section 9. [Reserved].

Section 10. Administrative Expense Fund. There will be deposited in the Administrative Expense Fund such amounts as are received from the Participant for the payment of the Administrative Fee as provided in Section 211 of the Bond Resolution. The Paying Agent will promptly disburse the Administrative Fee to DNR. Moneys in the Administrative Expense Fund will be invested at the written direction of DNR.

Section 11. Notice of Redemption. At the written request of the Participant, the Paying Agent will give official notice of any redemption by mailing a copy of an official redemption notice to DNR by registered or certified mail, at least 15 days, but not more than 30 days, prior to the date fixed for redemption. All official notices of redemption will be dated and will state (i) the redemption date, (ii) the principal amount of the Bonds being redeemed, and (iii) the amount of accrued interest on the principal amount redeemed.

Section 12. Investments. Moneys in the Construction Fund, the Debt Service Fund and the Repayment Fund will at all times be invested by the Paying Agent in Investment Securities at the written direction of the County Treasurer or the County Commission, provided such Investment Securities will mature at such times and in such amounts as will make cash available for the purposes of such Funds and Accounts as needed. Net investment earnings on the Accounts of each Fund will be credited to such Accounts except that investment earnings on the Principal Account will be deposited in the Interest Account. If an investment is purchased at a premium above par, net earnings on such investment will be deemed to be reduced by the straight-line amortization of such premium over the remaining term of such investment. If an investment is purchased at a discount, net earnings are deemed to include the amount paid in excess of the discounted purchase price upon maturity or redemption of such investment, at the time such principal amount is received. The term "net earnings" means aggregate earnings less aggregate losses from investments during the applicable period, less any transaction fees incurred in purchasing or selling investments.

Section 13. Assignment of Moneys and Investment Securities. The Participant assigns and pledges to the Paying Agent its right, title and interest in the moneys and Investment Securities hereunder, and all earnings thereon, until used and applied in accordance with this Agreement for the benefit and security of the Bondowner to secure (i) the payment of the principal of and interest on the Bonds when due, (ii) the payment of all sums due under this Escrow Agreement and the Purchase Agreement in the manner herein and therein described, and (iii) the punctual performance by the Participant of all of its obligations under the terms and provisions of this Escrow Agreement, the Bond Resolution and the Purchase Agreement. The matured principal of and earnings on the Investment Securities and any cash in the Funds and Accounts are hereby pledged and assigned and will be applied solely for the payment of the principal of, redemption premium, if any, and interest on the Bonds, except as otherwise expressly provided herein.

Section 14. Acceptance of the Trusts. The Paying Agent accepts the duties and obligations imposed upon it by this Agreement, and agrees to perform the trusts but only upon and subject to the following express terms and conditions, and no implied covenants or obligations will be read into this Agreement against the Paying Agent:

a. The Paying Agent undertakes to perform such duties and only such duties as are specifically set forth in this Agreement. The Paying Agent will exercise such of the rights and powers vested in it by this Agreement and use the same degree of care and skill in their exercise as a prudent paying agent and escrow agent under reasonably similar circumstances would exercise or use under the circumstances.

b. The Paying Agent may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, employees or such other professionals as may be reasonably necessary but will be answerable for the conduct of the same if not selected in accordance with the standard specified above, and will be entitled to act upon the opinion or advice of its counsel concerning all matters of trust hereof and the duties hereunder, and, subject to the provisions of Sections 6, 7, 8 and 9, may in all cases pay such reasonable compensation to all such attorneys, agents, receivers, employees and such other professionals as may reasonably be employed in connection with the trusts hereof. The Paying Agent may act or refrain from acting upon the advice or an opinion of counsel, who may be an employee of the Paying Agent, and will not be responsible for any loss or damage resulting from any action or non-action by it taken or omitted to be taken in good faith in reliance upon any such advice or opinion of counsel;

c. The Paying Agent will not be responsible for any recital herein or in the Bond Resolution or Purchase Agreement, or for the validity of the execution by the Participant of this Agreement or for any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds, and the Paying Agent will not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Participant in connection with the matters referred to in this Agreement, except as hereinafter set forth, and the Paying Agent will not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Agreement.

d. The Paying Agent may engage in or be interested in any financial or other transaction with the Participant.

e. The Paying Agent will be protected in acting upon any notice, request, consent, certificate, order, affidavit, opinion of counsel, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

f. As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Paying Agent will be entitled to rely upon a certificate signed on behalf of the Participant by the Authorized Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Paying Agent has been notified as provided in subsection (h) of this Section, or of which by said subsection it is deemed to have notice, the Paying Agent will also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but will in no case be bound to secure the same. The Paying Agent may accept a certificate of the Authorized Representative to the effect that a resolution in the form therein set forth has been adopted by the Participant as conclusive evidence that such resolution has been duly adopted and is in full force and effect;

g. The permissive right of the Paying Agent to do things enumerated in this Agreement will not be construed as a duty and the Paying Agent will not, except as provided in subsection (a) of this Section, be answerable for other than its negligence or willful misconduct;

h. The Paying Agent will not be required to take notice or be deemed to have notice of any default hereunder except failure by the Participant to cause to be made any of the payments to the Paying Agent required to be made by or on behalf of the Participant pursuant to this Agreement, the Bond Resolution or the Purchase Agreement unless the Paying Agent will be specifically notified in writing of such default by the Participant or DNR; and all notices or other instruments required by this Agreement to be delivered to the Paying Agent, must, in order to be effective, be delivered at the principal corporate trust office of the Paying Agent and in the absence of such notice so delivered the Paying Agent may conclusively assume there is no default except as aforesaid;

i. At any and all reasonable times the Paying Agent, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives will have the right, but will not be required, to inspect all books, papers and records of the Participant pertaining to the Purchase Agreement and this Agreement, and to make copies thereof and take such memoranda therefrom and in regard thereto as may be desired.

j. The Paying Agent will not be required to give any bond or surety in respect of the execution of the trusts and powers under this Agreement.

k. Notwithstanding anything elsewhere in this Agreement contained, the Paying Agent will have the right, but will not be required, to demand, in respect to the withdrawal of any cash or any action whatsoever within the scope of this Agreement, any showings, certificates, opinions, appraisals or other information, or action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action, deemed by the Paying Agent desirable for the purpose of establishing the right of the Participant to the withdrawal of any cash or the taking of any other action by the Paying Agent.

l. Before taking any action under this Agreement other than any action under Sections 6, 7, 8 and 9, the Paying Agent may, in its discretion, require that satisfactory indemnity be furnished to it by the Bondowner or other parties for the reimbursement of all expenses which it may incur or advance and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct, by reason of any action so taken; and

m. All moneys received by the Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received

but need not be segregated from other funds except to the extent required by this Agreement or law. The Paying Agent will not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

n. The Paying Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that:

(a) subsequent to such transmission of written instructions and/or directions the Paying Agent shall forthwith receive the originally executed instructions and/or directions in a timely manner,

(b) such originally executed instructions and/or directions shall be signed by a person as may be designated and authorized to sign for the party signing such instructions and/or directions, and

(c) the Paying Agent shall have received an incumbency certificate listing such designated persons and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing.

If the Participant elects to give the Paying Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Paying Agent in its discretion elects to act upon such instructions, the Paying Agent's understanding of such instructions shall be deemed controlling. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Paying Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Participant agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Paying Agent, including without limitation the risk of the Paying Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 15. Records; Reporting Requirements.

(a) The Paying Agent's records related to activities performed under this Agreement are subject to audit and inspection by the State, the Comptroller General of the United States and the U.S. Environmental Protection Agency in accordance with the Office of Management and Budget Circulars A-133, A-102 and A-87 and 40 CFR Part 31. The Paying Agent will maintain such financial transaction records in accordance with generally accepted fiduciary principles.

(b) The Paying Agent will provide monthly and annual (as of June 30) financial reports to DNR. Each financial report will cover financial activities during the preceding period. These reports will consist of financial transaction registers. Financial transaction register means a register of all financial transactions during the reporting period for each Fund and Account maintained under this Agreement. Each financial transaction register will identify the Bonds and contain, for each Fund and Account, a date, description and amount for all financial transactions and starting and ending balances.

Section 16. Obligations of Paying Agent Limited. In order to make the payments required by this Agreement, the Paying Agent is hereby authorized to redeem or otherwise dispose of Investment Securities in order to provide sufficient amounts to make such payments. The liability of the Paying Agent to make the payments required by this Agreement will be limited solely to the money and Investment

Securities in the Funds and Accounts hereunder. The Paying Agent will not be liable for any loss resulting from any investment, sale, transfer or other disposition made pursuant to this Agreement in compliance with the provisions hereof. The Paying Agent will not be liable for the accuracy of the calculations as to the sufficiency of the Monthly Payments to make the Bond Debt Service. So long as the Paying Agent applies the amounts in the Funds and Accounts as provided herein, the Paying Agent will not be liable for any deficiencies in the amounts necessary to pay the Bonds caused by such calculations. Notwithstanding the foregoing, the Paying Agent will not be relieved of liability arising from and proximate to its failure to comply fully with the terms of this Agreement.

Section 17. Fees, Charges and Expenses of the Paying Agent.

(a) The Participant will pay to the Paying Agent reasonable compensation for all services performed by the Paying Agent under this Escrow Agreement, and also the reasonable expenses, charges and other disbursements of the Paying Agent, and those of its attorneys, agents, employees and other professionals as may be reasonably incurred in and about the administration and execution of the trusts hereby created and performance of its powers and duties hereunder; provided that the total amount of the fees and charges for the ordinary services of the Paying Agent under this Agreement will not exceed the Paying Agent's Fees. Notwithstanding the preceding provisions of this Section, the Paying Agent will be entitled to reimbursement from the Participant of its reasonable out-of-pocket, legal or extraordinary fees, charges and expenses incurred in carrying out the duties, terms or provisions of this Agreement, including but not limited to costs incurred for giving notice of the redemption of the Bonds. Claims for such reimbursement may be made to the Participant.

(b) Neither the Paying Agent nor any of its directors, officers or employees shall be liable to anyone for any action taken, or omitted to be taken, by it or any of its directors, officers or employees hereunder except in the case of negligence or willful misconduct. The Participant hereby covenants and agrees to indemnify the Paying Agent and hold it harmless without limitation from and against any loss, liability or expense of any nature incurred by the Paying Agent arising out of or in connection with this Escrow Agreement or with the administration of its duties hereunder, including, but not limited to, legal fees and expenses and other costs and expenses of defending or preparing to defend against any claim of liability in the premises, unless such loss, liability or expense shall be caused by the Paying Agent's negligence or willful misconduct.

Section 18. Resignation or Removal of Paying Agent; Successor Paying Agent.

(a) The Paying Agent at the time acting hereunder may at any time resign and be discharged from its duties and responsibilities hereby created by giving written notice by registered or certified mail to the Participant and the Bondowner not less than 60 days prior to the date when the resignation is to take effect. Such resignation will take effect immediately upon the acceptance by the Participant and the Bondowner of the resignation, the appointment of a successor Paying Agent (which may be a temporary Paying Agent) by the Participant, with the prior written consent of the Bondowner, the acceptance of such successor Paying Agent of the terms, covenants and conditions of this Agreement, the transfer of the Funds and Accounts hereunder, including the money and Investment Securities held therein, to such successor Paying Agent and the completion of any other actions required for the principal of and interest on the Investment Securities to be made payable to such successor Paying Agent rather than the resigning Paying Agent.

(b) The Paying Agent may be removed at any time by an instrument or concurrent instruments in writing, signed by the Bondowner and delivered to the Paying Agent and the Participant. The Paying Agent may also be removed by the Participant, with the prior written consent of the Bondowner, by an instrument or concurrent instruments in writing, signed by the Participant and delivered to the Paying Agent,

if the Paying Agent fails to make timely payment on any Interest Payment Date or Principal Payment Date to DNR of the amounts required by Section 6 to be paid by it on such Interest Payment Date or Principal Payment Date or fails to perform its other duties or obligation hereunder. Any removal pursuant to this paragraph will become effective upon the appointment of a successor Paying Agent (which may be a temporary successor Paying Agent) by the Participant, with the prior written consent by the Bondowner, the acceptance of such successor Paying Agent of the terms, covenants and conditions of this Agreement, the transfer of the Funds and Accounts hereunder, including the money and Investment Securities held therein, to such successor Paying Agent and the completion of any other actions required for the principal of and interest on the Investment Securities to be made payable to such successor Paying Agent rather than the Paying Agent being removed.

(c) If the Paying Agent resigns or is removed, or is dissolved, or is in the course of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or if the Paying Agent is taken under the control of any public officer or officers, or of a receiver appointed by a court, the Participant, with the prior written consent of the Bondowner, will appoint a temporary Paying Agent to fill such vacancy until a successor Paying Agent is appointed by the Participant, with the prior written consent of the Bondowner, in the manner above provided, and any such temporary Paying Agent so appointed by the Participant, with the prior written consent of the Bondowner, will immediately and without further act be superseded by the successor Paying Agent so appointed.

(d) If no appointment of a successor Paying Agent or a temporary successor Paying Agent has been made by DNR or the Participant, with the prior written consent of the Bondowner, pursuant to the foregoing provisions of this Section within 60 days after written notice of resignation of the Paying Agent has been given to the Participant and the Bondowner, the Bondowner or any retiring Paying Agent may apply to any court of competent jurisdiction for the appointment of a successor Paying Agent, and such court may thereupon, after such notice, if any, as it deems proper, appoint a successor Paying Agent.

(e) No successor Paying Agent will be appointed unless such successor Paying Agent (i) is a corporation with trust powers authorized to do business in the State and organized under the banking or corporate laws of the United States or the State, (ii) either (A) has at the time of appointment capital and surplus of not less than \$10,000,000, or (B) is owned by a company that has at the time of appointment capital and surplus of not less than \$10,000,000, and (iii) has assets under corporate trust management of not less than \$500,000,000.

(f) Every successor Paying Agent appointed under this Agreement will execute, acknowledge and deliver to its predecessor and to the Participant and the Bondowner an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying Agent without any further act, deed or conveyance will become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, but such predecessor shall, nevertheless, on the written request of such successor Paying Agent, the Participant or the Bondowner, execute and deliver an instrument transferring to such successor Paying Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Paying Agent will deliver all securities and money held by it to its successor. Should any transfer, assignment or instrument in writing from the Participant be required by any predecessor or successor Paying Agent for more fully and certainly vesting in such successor Paying Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Paying Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Participant.

(g) Any corporation into which the Paying Agent may be merged or consolidated, to which the Paying Agent sells all or substantially all of its corporate trust business, or that results from any merger, conversion, consolidation or reorganization involving the Paying Agent, will be the successor Paying Agent

under this Agreement without the execution or filing of any paper or any other act on the part of the parties hereto.

Section 19. Amendment. This Agreement is made for the benefit of the Participant and the Bondowner, and it will not be repealed, revoked, altered or amended without the written consent of the parties hereto and the Bondowner.

Section 20. Notices. All notices, filings and other communications will be given by first-class mail, postage pre-paid, or delivered by a reputable private courier or overnight delivery service, addressed as follows, provided, however, that notice to the Paying Agent shall be effective only upon receipt:

To DNR:

Missouri Department of Natural Resources
Water Protection Program
P.O. Box 176 (Zip Code 65102)
1101 Riverside Drive
Jefferson City, Missouri 65101
Attention: Director, Financial Assistance Center

Paying Agent:

The Bank of New York Mellon Trust Company, N.A.
Lammert Building, Third Floor
911 Washington Avenue
St. Louis, Missouri 63101
Attention: Corporate Trust Department

Participant:

Boone County Commission
801 East Walnut, Room 112
Columbia, Missouri 65201
Attention: County Treasurer

District:

Boone County Regional Sewer District
1314 North Seventh Street
Columbia, Missouri 65201
Attention: Tom Ratermann, General Manager
and
Lesley Oswald, Treasurer

Each party may change its address by giving written notice of the new address to the other parties.

Section 21. Payments Due on Other Than Business Day. In any case where any Interest Payment Date, Principal Payment Date or other date for the payment of interest on or principal of the Bonds or any other payment is due hereunder will not be a Business Day, then such payment need not be made on such date but may be made (without additional interest) on the next succeeding Business Day with the same force and effect as if made on the scheduled date.

Section 22. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the Paying Agent or the Participant to be performed should be contrary to law, then such covenant or covenants or agreement or agreements will be deemed severable from the remaining covenants and agreements and will in no way affect the validity of the other provisions of this Agreement.

Section 23. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be executed by the Paying Agent and the Participant and all of which will be regarded for all purposes as one original and will constitute and be but one and the same instrument.

Section 24. Survival. This Agreement, including all representations, warranties, covenants and obligations, will remain in effect until the Paying Agent and the Participant have fully performed all of its obligations hereunder.

Section 25. Applicable Law. This Agreement will be governed exclusively by the applicable laws of the State.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers or signatories and dated as of the day and year first above written.

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Paying Agent**

By _____
Authorized Signatory

[SEAL]
ATTEST:

BOONE COUNTY, MISSOURI

County Clerk

By: _____
Presiding Commissioner

PURCHASE AGREEMENT

Dated as of December 1, 2008

by and among

MISSOURI DEPARTMENT OF NATURAL RESOURCES,

BOONE COUNTY, MISSOURI

and

BOONE COUNTY REGIONAL SEWER DISTRICT

relating to

\$1,700,000
GENERAL OBLIGATION BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2008

OF

BOONE COUNTY, MISSOURI

PURCHASE AGREEMENT

TABLE OF CONTENTS

Page

Parties..... 1
Recitals..... 1

ARTICLE I

DEFINITIONS

Section 1.1 Definitions..... 2
Section 1.2 DNR Actions..... 4

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1 Representations and Covenants of Participant..... 4
Section 2.2 Representations of DNR 12

ARTICLE III

EXECUTION OF AGREEMENT; TERMS OF LOAN

Section 3.1 Execution and Delivery of Agreement..... 12
Section 3.2 Maximum Amount of Loan..... 13
Section 3.3 Disbursements..... 13
Section 3.4 Completion of Project and Initiation of Operations..... 14
Section 3.5 Completion of Disbursements..... 14

ARTICLE IV

PAYMENTS

Section 4.1 Bond Payments 14
Section 4.2 Additional Payments..... 14
Section 4.3 Disposition of Remaining Moneys..... 14

ARTICLE V

ASSIGNMENTS

Section 5.1 Assignment by the Participant 15

ARTICLE VI

EVENTS OF DEFAULTS AND REMEDIES

Section 6.1	Events of Default	15
Section 6.2	Notice of Default.....	15
Section 6.3	Remedies on Default.....	16
Section 6.4	Attorneys' Fees and Other Expenses.....	16
Section 6.5	Application of Moneys.....	16
Section 6.6	No Remedy Exclusive; Waiver; Notice.....	16

ARTICLE VII

MISCELLANEOUS

Section 7.1	Effect of Breach	16
Section 7.2	Termination of Agreement	17
Section 7.3	Notices	17
Section 7.4	Exculpatory Provision.....	18
Section 7.5	Amendment.....	18
Section 7.6	Severability of Invalid Provisions.....	18
Section 7.7	Execution in Counterparts.....	18
Section 7.8	Applicable Law	18
Exhibit A	Form of Requisition (Form SRF-01)	
Exhibit B	Federal Requirements	

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Purchase Agreement"), dated as of December 1, 2008, by and among the **MISSOURI DEPARTMENT OF NATURAL RESOURCES**, a department of the State of Missouri, its successors and assigns ("DNR"), **BOONE COUNTY, MISSOURI** a first-class county and political subdivision of the State of Missouri (the "Participant"), and **BOONE COUNTY REGIONAL SEWER DISTRICT**, a common sewer district and political subdivision, organized and existing under the constitution and laws of the State of Missouri (the "District").

RECITALS

1. Pursuant to 10 CSR 20-4.010 through 10 CSR 20-4.020 and 10 CSR 20-4.040 through 10 CSR 20-4.050 of the Code of State Regulations, DNR, in cooperation with the Clean Water Commission of the State of Missouri (the "Clean Water Commission"), has developed and implemented the State of Missouri Direct Loan Program (the "Direct Loan Program") and has stated its intent to make loans to political subdivisions of the State of Missouri.

2. The Clean Water Commission has approved a loan in the principal amount of \$1,700,000 (the "Loan") to the Participant to be made by DNR pursuant to this Purchase Agreement.

3. The District has been formed to operate and maintain the System (defined below).

4. The County and the District have entered into the Cooperative Agreement Neighborhood Improvement District Projects in August 1998 (the "NID Cooperative Agreement"), pursuant to which (i) the County has agreed to establish neighborhood improvement districts ("NIDs") and finance the construction, installation and extension of main and lateral storm water drains and sanitary sewer systems and appurtenances thereto within the NIDs, and (ii) the District has agreed to design, construct, reconstruct, repair, improve, own, operate and maintain the systems within the NIDs financed by the County (such as the Project (defined below), constituting the Neighborhood Improvement District Public Sanitary Sewer Improvement Program.

5. DNR, the Participant and the District have determined to enter into this Purchase Agreement for the purposes of providing the financing for publicly owned wastewater treatment facilities (the "Project" as further described in this Purchase Agreement) and setting forth their covenants and agreements respecting the application of the net proceeds of the Loan to finance the Project and the operation of the Project and the System.

6. The Loan will be evidenced by the Bonds (defined below) of the Participant in the form authorized by the Bond Resolution, delivered to DNR as Bondowner.

7. As a condition to the execution and delivery of this Purchase Agreement, DNR has required that the Participant enter into the Escrow Agreement (defined below) with the Paying Agent.

8. The District has adopted the User Charge Resolution (defined below). DNR has reviewed and approved the User Charge Resolution.

9. DNR, the Participant and the District have determined to enter into this Purchase Agreement for the purposes of providing the financing for the Project and setting forth their covenants

and agreements respecting the application of the net proceeds of the Bonds to finance the Project under the Direct Loan Program.

AGREEMENT

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. In addition to words and terms defined in the Recitals, elsewhere in this Agreement and in the Bond Resolution, capitalized words and terms have the following meanings in this Agreement:

“Actual Reimbursement Amount” means the amount of a Requisition approved for payment in accordance with Section 3.3(b).

“Authorized Representative” means any person designated in writing by a certificate executed by the Participant and the District and filed with the Paying Agent and DNR.

“Bond Counsel” means Gilmore & Bell, P.C., or another attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing approved by a written instrument from DNR to the Participant and the Paying Agent.

“Bond Payments” means the amounts required to be paid by the Participant in repayment of the Bonds pursuant to Section 4.1.

“Bond Resolution” means the Resolution and Order of the Participant, passed by the County Commission on December 9, 2008, as amended in accordance with its terms.

“Bonds” means the General Obligation Bonds (State of Missouri – Direct Loan Program) Series 2008 issued by the Participant pursuant to the Bond Resolution.

“Business Day” means any day other than a Saturday, a Sunday or any other day on which banking institutions in the State are authorized or required to be closed.

“Completion of Disbursements” means the date, established by the Participant, that no further disbursements from the Construction Account will be requested, as evidenced by a written certificate executed by the Authorized Representative and filed with DNR and the Paying Agent.

“Costs of Issuance” means the costs of issuing the Bonds as certified by the Participant or the District.

“Disbursement” means any amount advanced from the Construction Account to the District by the Paying Agent under this Purchase Agreement and Section 7 of the Escrow Agreement to pay Eligible Costs and Costs of Issuance.

“District Resolution” means the Resolution of the District, passed by the Board of Trustees of the District on December 4, 2008.

“Eligible Costs” means Project Costs determined by DNR to be eligible under 10 CSR 20.040 of the Regulations.

“Event of Default” means an “Event of Default” as defined in Article VI.

“Federal Act” means the Federal Water Quality Act of 1987, 33 U.S.C. Section 1381 *et seq.*, as amended.

“Fiscal Year” means the fiscal year of the Participant or the District as applicable, currently January 1 to December 31 for both.

“Ineligible Costs” means Project Costs that are not Eligible Costs.

“Initiation of Operations” means the date on which the operation (within the meaning of the Regulations) of the first operable segment of the Project commenced.

“Loan” means the loan by DNR from The Water and Wastewater Loan Revolving Fund to the Participant in accordance with this Purchase Agreement, evidenced by the Bonds.

“Operating Agreement” means the Operating Agreement dated October 31, 1998, as amended, between DNR and EPA.

“Original Principal Amount” means \$1,700,000.

“Project” means the costs of constructing, installing and extending main and lateral storm water drains and sanitary sewer systems and appurtenances within the Participant for which bonds have been voted and authorized, consisting of the replacement existing on-site disposal systems in the Hillcreek Subdivision with a grinder-pump/pressure sewer system that complies with design requirements of 10 CSR 20-8 of the Code of State Regulations.

“Project Costs” means all costs or expenses which are necessary or incident to the Project and directly attributable thereto, which consist of Eligible Costs and Ineligible Costs, if any.

“Project Schedule” means the schedule for completion of the Project that is estimated by the Participant to be the following as of the date of execution of this Purchase Agreement:

<u>Event</u>	<u>Date (Month/Year)</u>
Bid opening	October 2008
Construction contract award	December 2008
Initiation of Operations	January 2010
Construction completion	February 2010
Project completion	March 2010

“Regulations” means 10 CSR 20–4.040 through 10 CSR 20–4.050 of the Code of State Regulations, as amended.

“Requisition” means Form SRF-01, in substantially the form of Exhibit A, with such changes as are approved by DNR with written notice to the Participant and the Paying Agent.

“State” means the State of Missouri.

“Supplemental Agreement” means any agreement supplementing or amending this Purchase Agreement pursuant to Section 7.5.

“System” means the District’s revenue producing sewerage system serving the District, its inhabitants and others within its service area, including connected and related appurtenances and facilities and extensions, improvements, additions and enlargements made or acquired by the District after the date of this Purchase Agreement, including the Project.

“User Charge Resolution” means Chapter Three of the District’s Regulations, as approved by the District’s resolution passed September 16, 2008, as amended, supplemented or replaced with the prior written approval of DNR.

Section 1.2 DNR Actions. All approvals, notices, consents and other actions of DNR under this Purchase Agreement (other than the execution of this Purchase Agreement and any amendments) will be executed by the Director, Financial Assistance Center, Water Protection Program (“WPP”) of DNR or any other person designated from time to time by the Director of DNR by a written instrument filed with the Participant and the Paying Agent.

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1 Representations and Covenants of the Participant. The Participant represents to and covenants with DNR and the District, as follows:

(a) Organization and Authority.

(i) The Participant is a first-class county duly created and validly existing under the laws of the State and has the necessary power and authority to own its properties and carry on its governmental functions as now being conducted.

(ii) The Participant has full legal right and authority to execute and deliver this Agreement, to issue the Bonds, to pledge the sources for repayment of the Loan and the Bonds under this Agreement, the Bond Resolution and the Bonds, and to carry out its agreements under this Agreement.

(iii) The proceedings of the County Commission approving this Agreement and authorizing the Participant to finance the Project have been duly and lawfully adopted.

(iv) This Agreement, the Bonds, the Bond Resolution, and all other resolutions of the Participant authorizing the Participant to finance the Project have been duly authorized, executed and delivered by the Participant, and constitute the legal, valid and binding obligations of the Participant enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights and to the exercise of judicial discretion in accordance with general principles of equity.

(b) Full Disclosure. To the best knowledge of the Participant, after due investigation, there is no fact that the Participant has not disclosed to DNR in writing on the Participant’s application for participation in the Direct Loan Program, or otherwise, that materially and adversely affects or that will materially and adversely affect the properties or activities of the Participant or the System, or the ability of the Participant to make all Bond Payments and otherwise observe and perform its agreements under this Agreement.

(c) Pending Litigation. To the best knowledge of the Participant, after due investigation, there are no proceedings pending or, to the knowledge of the Participant, threatened against or affecting the Participant, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Participant or its System, or the ability of the Participant to make all Bond Payments and otherwise observe and perform its agreements under this Agreement, that have not been disclosed in writing to DNR in the Participant's application for participation in the Direct Loan Program or otherwise.

(d) Compliance with Existing Laws and Agreements. The agreements of the Participant in this Agreement will not constitute a default under any indenture, mortgage, deed of trust, lease or agreement or other instrument executed by the Participant or by which it or any of its property is bound or any applicable law, rule, regulation or judicial proceeding.

(e) No Defaults. No event has occurred and no condition exists that constitutes or, with the giving of notice or the lapse of time, would constitute an Event of Default. The Participant is not in violation of any agreement that would materially adversely affect the ability of the Participant to make all Bond Payments or otherwise observe and perform its agreements under this Agreement.

(f) Governmental Consent. To the best of its knowledge, the Participant has made all filings that it is obligated to make with, and has obtained all permits, licenses, franchises, consents, authorizations and approvals required to date from, all federal, state and local regulatory agencies having jurisdiction to the extent, if any, required by applicable laws and regulations to be made or to be obtained in undertaking the Project or this Agreement. To the best of its knowledge, the Participant has complied with all applicable provisions of law requiring any notification to any governmental body or officer in connection with this Agreement or with the undertaking, completion or financing of the Project.

(g) Source of Repayment. The Participant has established a dedicated source for the repayment of its obligations under this Agreement.

(h) Performance Under Agreement. The Participant covenants and agrees:

(i) to comply with all applicable State and federal laws, rules and regulations in the performance of this Agreement, including federal laws and executive orders referenced in Exhibit B to the extent applicable; and

(ii) to cooperate with the DNR in the timely observance and performance of the respective agreements of the Participant, the District and DNR under this Agreement.

(i) [Reserved].

(j) [Reserved].

(k) [Reserved].

(l) [Reserved].

(m) Contract Award. The County, with the prior written approval of DNR, has awarded the construction contract for the Project to the lowest responsive and responsible bidder. The County has assigned the Project construction contract to the District.

(n) Provision of Moneys. The Participant agrees, subject to the provisions of the Bond Resolution, to provide from its own financial resources all moneys in excess of the amount available under this Agreement required to complete the Project.

(o) Requests for Disbursements. The Participant agrees that the District will request Disbursements to pay Eligible Costs in accordance with this Agreement to the extent moneys are available for Disbursements in order to provide for the prompt payment of the contractors.

(p) [Reserved].

(q) [Reserved].

(r) [Reserved].

(s) [Reserved].

(t) Records and Accounts; Audits.

(i) [Reserved].

(ii) [Reserved].

(iii) The Participant will comply with OMB Circular No. A-133 governing the audit of state and local governments, if the Participant receives during any Fiscal Year an aggregate amount of \$500,000 or more of federal assistance (1) under the SRF Leveraged Program and Direct Loan Program and (2) from other federal sources.

(A) A copy of the Participant's annual audit, including the written comments and recommendations of the Participant's auditor, will be furnished to DNR within the time period provided in OMB Circular No. A-133.

(B) The amount of federal assistance to the Participant under the SRF Leveraged Program and Direct Loan Program for each Fiscal Year will be identified in each payment review letter transmitted to the Participant by DNR.

(u) Inspections; Information. The Participant, to the extent within its control, will permit the EPA, the Paying Agent, DNR and any party designated by DNR to inspect and make copies of any accounts, books and records, including its records regarding receipts, disbursements, contracts, investments, its financial condition and other related matters, and will supply the reports and information as the EPA, the Paying Agent and DNR may reasonably require in that connection.

(v) [Reserved].

(w) Notice of Material Adverse Change. The Participant will promptly notify DNR of any material and adverse change in the ability of the Participant to make the Bond Payments and otherwise observe and perform its agreements under this Agreement.

(x) Completion Required Without Regard to Sufficiency of Loan. Subject to the provisions of the Bond Resolution, the Participant agrees to provide funds to complete the Project, whether or not the Loan is sufficient to complete the Project, on an equal basis with the District.

Section 2.2 Representations and Covenants of the District. The District represents to and covenants with DNR and the Participant, as follows:

(a) Organization and Authority.

(i) The District is a common sewer district duly created and validly existing under the laws of the State and has the necessary power and authority to own its properties and carry on its governmental functions as now being conducted.

(ii) The District has full legal right and authority and all necessary licenses and permits required as of the date of this Agreement to own, operate and maintain its System, to carry on its activities relating to the System, to undertake and complete the Project, to execute and deliver this Agreement, and to carry out its agreements under this Agreement.

(iii) The proceedings of the District's Board of Trustees approving this Agreement and authorizing the District to undertake and complete the Project have been duly and lawfully adopted.

(iv) This Agreement, the Bonds, the User Charge Resolution and all other resolutions of the District authorizing the District to undertake and complete the Project have been duly authorized, executed and delivered by the District, and constitute the legal, valid and binding obligations of the District enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and to the exercise of judicial discretion in accordance with general principles of equity.

(b) Full Disclosure. To the best knowledge of the District, after due investigation, there is no fact that the District has not disclosed to DNR in writing on the District's application for participation in the Direct Loan Program, or otherwise, that materially and adversely affects or that will materially and adversely affect the properties or activities of the District or the System, or the ability of the District to make all Bond Payments and otherwise observe and perform its agreements under this Agreement.

(c) Pending Litigation. To the best knowledge of the District, after due investigation, there are no proceedings pending or, to the knowledge of the District, threatened against or affecting the District, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, activities, prospects or condition (financial or otherwise) of the District or its System, or the ability of the District to make all Bond Payments and otherwise observe and perform its agreements under this Agreement, that have not been disclosed in writing to DNR in the District's application for participation in the Direct Loan Program or otherwise.

(d) Compliance with Existing Laws and Agreements. The agreements of the District in this Agreement will not constitute a default under any indenture, mortgage, deed of trust, lease or agreement or other instrument executed by the District or by which it or any of its property is bound or any applicable law, rule, regulation or judicial proceeding.

(e) No Defaults. No event has occurred and no condition exists that constitutes or, with the giving of notice or the lapse of time, would constitute an Event of Default. The District is not in violation of any agreement that would materially adversely affect the ability of the District to make all Bond Payments or otherwise observe and perform its agreements under this Agreement.

(f) Governmental Consent. To the best of its knowledge, the District has made all filings that it is obligated to make with, and has obtained all permits, licenses, franchises, consents, authorizations and approvals required to date from, all federal, state and local regulatory agencies having jurisdiction to the extent, if any, required by applicable laws and regulations to be made or to be obtained in undertaking the Project or this Agreement. To the best of its knowledge, the District has complied with all applicable provisions of law requiring any notification to any governmental body or officer in connection with this Agreement or with the undertaking, completion or financing of the Project.

(g) Source of Revenue. The District has established a dedicated source for the repayment of its obligations under this Agreement.

(h) Performance Under Agreement. The District covenants and agrees:

(i) to comply with all applicable State and federal laws, rules and regulations in the performance of this Agreement, including federal laws and executive orders referenced in Exhibit B to the extent applicable; and

(ii) to cooperate with the DNR in the timely observance and performance of the respective agreements of the District and DNR under this Agreement.

(i) Control of System Site. The District will provide, or has provided, written assurance to DNR, signed by an attorney, that the District has proper title, easements, and rights-of-way to the property on or through which the Project is to be constructed. This written assurance will be provided prior to construction contract award.

(j) Bid Solicitations. The District agrees that all bid solicitations will include the following statement:

The prospective contractor must certify by submittal of EPA Form 5700-49 "Certification Regarding Debarment, Suspension and Other Responsibility Matters" that, to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

The District acknowledges that doing business with any party appearing in the "List of Parties Excluded from Federal Procurement or Non Procurement Programs" may result in the termination of the District's participation in the Direct Loan Program and may also result in suspension or debarment under the Regulations. The District will obtain the prior written approval of DNR before advertising for bids.

(k) Performance and Payment Bonds. The District will require any Project contractor to post a separate performance and a separate payment bond or other security approved by DNR, each in the amount of the bid.

(l) Affirmative Actions. The District agrees to take all necessary affirmative steps required to assure that small and minority firms, women's business enterprises and labor surplus area firms are used when possible as sources when procuring supplies, equipment, construction and services related to this Agreement. The District agrees to include information about these requirements in solicitation documents. Affirmative steps will include:

- (1) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) ensuring that small and minority and women's business enterprises are solicited whenever they are potential sources;
- (3) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority and women's business enterprises;
- (4) establishing delivery schedules, where the requirements of work will permit which would encourage participation by small and minority and women's business enterprises;
- (5) using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, and;
- (6) requiring any prime contractor or other Recipient, if subgrants are to be let, to take the affirmative steps in subparagraphs (1) through (5) of this Section.

The District will submit, to DNR's project officer, a completed MBE/WBE utilization report upon the District's request for DNR's concurrence in the award of any construction contract pertaining to the Project.

(m) Construction Contract. The District has assumed the County's obligations under the Project construction contract.

(n) Completion of Project and Provision of Moneys. The District agrees:

(i) to exercise its best efforts in accordance with prudent wastewater collection and treatment utility practice to complete the Project in a timely manner in accordance with the Project Schedule; and

(ii) to provide from its own financial resources all moneys in excess of the amount available under this Agreement required to complete the Project on an equal basis with the Participant.

(o) Requests for Disbursements; Use of Proceeds. The District will request Disbursements to pay Eligible Costs in accordance with this Agreement to the extent moneys are available for Disbursements in order to provide for the prompt payment of the contractors. The Participant will apply the Disbursements to finance a portion of the Project Costs, and, where applicable, to reimburse the Participant for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement from moneys held in the Construction Account and is eligible for reimbursement pursuant to the Regulations. All costs will be Eligible Costs which DNR is authorized to finance pursuant to the Federal Act and the Regulations.

(p) Notice of Completion. The District will provide written notice of the completion of construction of the Project and Initiation of Operations to DNR.

(q) Compliance Certification. On the first anniversary of the Initiation of Operations the District will certify to DNR whether the Project meets the Project performance standards. Any statement of noncompliance must be accompanied by a corrective action report containing an analysis of the cause

of the Project's failure to meet performance standards, the actions necessary to bring it into compliance and a projected date for positive certification of the Project. Timely corrective action will be implemented by the District.

(r) Retention of Project Records. The District will retain all Project records related to the planning, design and construction of the Project for a minimum period of four years following the Completion of Disbursements. The District will retain all Project records related to post-construction activities for a minimum period of four years following the repayment of the Loan.

(s) Operations and Maintenance of System; User Charge Resolution.

(i) The District will, in accordance with prudent wastewater collection and treatment utility practice,

(1) at all times operate the System in an efficient manner,

(2) maintain the System in good repair, working order and operating condition over the structural and design life of the System,

(3) implement the User Charge Resolution or resolutions as approved by DNR prior to the Initiation of Operations and for term of the Loan, and

(4) in accordance with 10 CSR 20-9.020(2) of the Regulations provide a certified operator for the life of the System.

(t) Records and Accounts; Audits.

(i) The District will keep accurate records and accounts for the System (the "System Records") separate and distinct from its other records and accounts (the "General Accounts"). The System Records and General Accounts will be available for inspection by DNR at any reasonable time.

(ii) The District will maintain the System Records in accordance with generally accepted accounting principles as codified in the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards (Codification)*.

(A) The District will use the accrual or modified accrual basis of accounting (in order to provide an effective measure of costs and expenditures) for the System Records.

(B) The District may use an accounting method other than generally accepted accounting principles for its general accounts.

(u) Inspections; Information. The District will permit the EPA, the Paying Agent, DNR and any party designated by DNR to examine, visit and inspect the Project at any reasonable time and to inspect and make copies of any accounts, books and records, including its records regarding receipts, disbursements, contracts, investments, its financial condition and other related matters, and will supply the reports and information as the EPA, the Paying Agent and DNR may reasonably require in that connection.

(v) Insurance. The District will carry and maintain the amount of all risk insurance on the properties and operations of the System as would be carried by similar municipal operators of wastewater treatment facilities, insofar as the properties are insurable at a commercially reasonable cost.

(w) Notice of Material Adverse Change. The District will promptly notify DNR of any material and adverse change in the activities, prospects or condition (financial or otherwise) of the System or in the ability of the District to make the Bond Payments and otherwise observe and perform its agreements under this Agreement.

(x) Completion Required Without Regard to Sufficiency of Loan. The District agrees to complete the Project, whether or not the Loan is sufficient to complete the Project, on an equal basis with the Participant.

Section 2.3 Additional Representations and Covenants of the District. The District further represents to and covenants with DNR and the Participant, as follows:

(a) The District has previously established, and ratifies and confirms, the following funds and accounts:

(1) Sewerage System Revenue Fund (the "Revenue Fund");

(2) Sewerage System Operation and Maintenance Account (the "Operation and Maintenance Account");

(3) Sewerage System Depreciation and Replacement Account (the "Depreciation and Replacement Account"); and

(4) Sewerage System Surplus Account (the "Surplus Account").

(b) Except as otherwise provided in the District's Resolution passed on October 16, 2007 (the "District 2007 Bond Resolution") providing for the issuance of the District's Sewerage System Revenue Bonds (State Revolving Fund Program) Series 2007, the District will apply moneys in the Revenue Fund on the dates and in the amounts as follows:

(1) on the first day of each month to the Operation and Maintenance Account an amount sufficient to pay the estimated cost of operating and maintaining the System during the month;

(2) on the first day of each month, to the Depreciation and Replacement Account, the amount required by the User Charge Resolution (if the Outstanding Parity Bonds are outstanding, any deposits made pursuant to this paragraph are subject to the applicable restrictions in the Outstanding Parity Bond Resolution); and

(3) on the first day of each month the remaining balance to the Surplus Account.

(c) Except as provided in the District 2007 Bond Resolution, moneys in the Depreciation and Replacement Account will be used by the District for the purpose of making replacements and repairs to the System in order to keep the System in good repair and working order and to assure the continued effective and efficient operation of the System. This provision will not be construed to modify any more restrictive provision of the Outstanding Parity Bond Resolution (as defined in the District 2007 Bond Resolution) for the use of moneys in the Depreciation and Replacement Account.

(d) All amounts paid and credited to the Operation and Maintenance Account will be expended solely for the purpose of paying the Current Expenses (as defined in the District 2007 Bond Resolution) of the System. If the deposits to the Operation and Maintenance Account (the "OM Deposits") required under this Section are greater than the OM Deposits required in the User Charge Resolution, the OM Deposits under the User Charge Resolution will be deemed a credit toward OM Deposits required under this Section. If the OM Deposits required under this Section are less than those required in the User Charge Resolution, OM Deposits under this Section will be deemed a credit to OM Deposits required under the User Charge Resolution.

Section 2.4 Representations of DNR. DNR represents as follows:

(a) DNR is a department of the State and a governmental instrumentality duly organized and existing under the laws of the State with lawful power and authority to enter into this Agreement acting by and through its duly authorized officers.

(b) DNR is the State's administrative body responsible for the enforcement of the Federal Act and Chapter 644 RSMo, and is responsible for the management of the Direct Loan Program. DNR will comply with the terms and conditions of the Operating Agreement.

(c) The execution, delivery and performance of this Agreement by DNR will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or agreement or other instrument to which DNR is a party or by which it or any of its property is bound or any applicable law, rule or regulation.

ARTICLE III

EXECUTION OF AGREEMENT; TERMS OF LOAN

Section 3.1 Execution and Delivery of Agreement.

(a) Simultaneously with the execution of this Purchase Agreement, the Participant will deliver the following:

(1) to DNR and the Paying Agent, a certified copy of the Bond Resolution and an excerpt from the minutes of the meeting of the County Commission showing the adoption of the Bond Resolution;

(2) to DNR, the executed Bonds in the original aggregate principal amount as provided in the Bond Resolution;

(3) to DNR and the Paying Agent, a certificate of the Participant executed by the Authorized Representative of the Participant in form and substance satisfactory to DNR; and

(4) to DNR and the Paying Agent, a signed copy of the opinion of bond counsel to the Participant to the effect that the execution and delivery of this Purchase Agreement, the Escrow Agreement, and the Bonds have been duly authorized by the Participant in accordance with the General Obligation Bond Law; this Purchase Agreement, the Escrow Agreement and the Bonds have been duly and validly executed and delivered by the Participant and constitute valid and binding obligations of the Participant enforceable in accordance with their terms; and the Bonds are valid, binding general obligations of the Participant payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon

all the taxable tangible property, real and personal, within the territorial limits of the Participant. In rendering the foregoing opinions, bond counsel may take an exception on account of bankruptcy, insolvency and other laws affecting creditors' rights generally and to the exercise of judicial discretion in accordance with general equitable principles.

(b) Simultaneously with the execution of this Purchase Agreement, the District will deliver the following:

(1) to DNR and the Paying Agent, a certified copy of the District Resolution and an excerpt from the minutes of the meeting of the District's Board of Trustees showing the adoption of the District Resolution;

(2) to DNR and the Paying Agent, a certificate of the District executed by the Authorized Representative of the District in form and substance satisfactory to DNR; and

(3) to DNR and the Paying Agent, a signed copy of the opinion of counsel to the District to the effect that the execution and delivery of this Purchase Agreement has been duly authorized by the District; and this Purchase Agreement has been duly and validly executed and delivered by the District and constitute valid and binding obligations of the District enforceable in accordance with their terms. In rendering the foregoing opinions, counsel may take an exception on account of bankruptcy, insolvency and other laws affecting creditors' rights generally and to the exercise of judicial discretion in accordance with general equitable principles.

Section 3.2 Maximum Amount of Loan. Subject to the provisions of this Purchase Agreement, DNR will make the Loan to the Participant in an amount equal to the Original Principal Amount to pay all or a portion of the Eligible Costs of the Project, and, if applicable, Costs of Issuance and fund the Debt Service Reserve Fund. The Loan is evidenced by the Bonds.

Section 3.3 Disbursements.

(a) Disbursements from the Construction Account will be made to or on the order of the District on behalf of the County in accordance with this Section and the Escrow Agreement. Disbursements can be requested only once each calendar month. The District will deliver, by overnight delivery or regular mail service, a completed Requisition to DNR, the Participant and the Paying Agent. The Requisition must be executed by the Authorized Representative of the District, set forth the amounts due and payable to the payees identified in signed invoices or statements attached to the Requisition submitted to DNR and contain any additional information requested by DNR. The execution and delivery of a Requisition will constitute a representation by the District that, to the best of its knowledge, the amounts for which a Disbursement is requested are due and payable and constitute Eligible Costs.

(b) DNR will use its best efforts to review a Requisition within ten Business Days after its receipt to determine if any Project Costs are Ineligible Costs. This determination will be conclusive, unless determined otherwise by EPA in its annual oversight reviews under the Operating Agreement. DNR will notify the Paying Agent of DNR's approval of the Requisition in whole or in part by transmitting to the Paying Agent the approved Requisition by facsimile transmission. The approved Requisition will not be accompanied by applicable vouchers and statements. Subject to Section 7 of the Escrow Agreement, the Paying Agent will pay the Actual Reimbursement Amount to the District within two Business Days after the Paying Agent's receipt of the approved Requisition. DNR will not approve any Disbursement upon an Event of Default by the Participant or the District or the issuance of a stop-work order by EPA or DNR.

Section 3.4 Completion of Project and Initiation of Operations. The completion of the Project will be evidenced to the Paying Agent, the County and DNR by a certificate signed by the Authorized Representative of the District stating (i) that the acquisition and construction of the Project has been completed in accordance with the plans and specifications therefor, (ii) that all costs and expenses incurred in the acquisition and construction of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the District, (iii) the Initiation of Operations, and (iv) that the Project meets NPDES permit limits, if applicable. The District's certificate must be accompanied by a certification by the Consulting Engineer that the Project meets NPDES permit limits, if applicable. The District's certificate may state that it is given without prejudice to any rights of the District against third parties which exist at the date of the certificate or which may subsequently come into being.

Section 3.5 Completion of Disbursements. The Completion of Disbursements will be the date of a certificate signed by the Authorized Representative of the District stating that no further disbursements from the Construction Account will be requested by the District and delivered to the Paying Agent and DNR. DNR may direct the District, with 30 days' prior written notice to the County, to sign and deliver a Completion of Disbursements certificate in appropriate circumstances. Appropriate circumstances include, but are not limited, to the following:

- (i) the District appears to have satisfied or is in a position to satisfy the conditions set forth in Section 3.4 for completion of the Project and/or has filed the certificate described in Section 3.4 but has not filed the Completion of Disbursements certificate in a timely manner;
- (ii) the District has not submitted a Requisition for a significant period of time or otherwise demonstrated that the District is proceeding with due diligence to complete the acquisition and construction of the Project; or
- (iii) Completion of Disbursements has not occurred by the third anniversary of the Bond Issuance Date, unless the District, by written request to DNR, requests an extension and establishes to the satisfaction of DNR that Completion of Disbursements will occur within a reasonable period thereafter.

ARTICLE IV

PAYMENTS

Section 4.1 Bond Payments.

- (a) The Participant agrees to repay the Loan by making the Bond Payments in accordance with the Bond Resolution.
- (b) The Participant represents that the first scheduled principal payment of the Bonds is prior to the first anniversary of the expected Initiation of Operations.

Section 4.2 Additional Payments. Subject to Section 202 of the Bond Resolution, the Participant will pay the Administrative Fee and the Paying Agent's fees and expenses pursuant to Section 211 of the Bond Resolution.

Section 4.3 Disposition of Remaining Moneys. Following the payment in full of the Bonds and the payment of the Administrative Fee, as applicable, the Paying Agent's Fee and expenses and the

extraordinary fees and expenses of the Paying Agent, if any, the Paying Agent will disburse the moneys and Investment Securities remaining in the Accounts of the Repayment Fund to the Participant.

ARTICLE V

ASSIGNMENTS

Section 5.1 Assignment by the District. The District may sell, lease, mortgage or otherwise dispose of the Project or any material part with an original value greater than \$5,000 if it is replaced by other similar property of at least equal value or, if it ceases to be necessary for the efficient operation of the Project or the System, with the prior written consent of DNR. In the event of sale, lease, mortgage or other disposition of the Project, the District will delivery the proceeds to the Participant and the Participant will apply the proceeds to the redemption of Bonds on the earliest practicable date pursuant to the Bond Resolution. The District may cease to operate, abandon or otherwise dispose of any property which has become obsolete, unproductive or otherwise unusable to the advantage of the Participant.

ARTICLE VI

EVENTS OF DEFAULTS AND REMEDIES

Section 6.1 Events of Default. Any of the following events will be an "Event of Default" under this Agreement:

(a) failure by the Participant to pay, or cause to be paid, any Bond Payment required to be paid when due;

(b) failure by the Participant or the District to observe and perform any agreement under this Agreement or the Bond Resolution, other than as referred to in paragraph (a) of this Section, and the continuation of the failure for a period of 30 days after written notice is given pursuant to Section 6.2. If the failure stated in the notice is correctable but cannot be corrected within the applicable period and corrective action is instituted and diligently pursued by the Participant, DNR may not unreasonably withhold its consent to an extension to the date which is 90 days after the delivery of the original notice;

(c) any representation made by or on behalf of the Participant or the District in this Agreement or the Bond Resolution, or in any instrument furnished in compliance with or with reference to this Agreement, is determined by DNR to be false or misleading in any material respect;

(d) a petition is filed by or against the Participant under any federal or state bankruptcy or insolvency law or other similar law, unless any petition filed against the Participant is dismissed within 60 days after filing and the dismissal is final and not subject to appeal; and

(e) the Participant generally fails to pay its debts as they become due.

Section 6.2 Notice of Default. The Participant or the District, as applicable, will give DNR, the District or the Participant, as applicable, and the Paying Agent prompt telephonic notice of the occurrence of any Event of Default referred to in Section 6.1(d) or (e) and of the occurrence of any other event or condition which, with the passage of time or the giving of notice, would constitute an Event of Default. Telephonic notice will be immediately followed by written notice of the Event of Default. Notice of default given to the Participant or the District will specify the event or condition, state that the

event or condition constitutes an Event of Default if not remedied, and request that the event or condition be remedied. Except as provided in the first sentence of this Section, notice will be given in the manner provided in Section 7.3.

Section 6.3 Remedies on Default. Whenever an Event of Default has occurred and is continuing, DNR will have the right to take whatever action at law or in equity as provided in Sections 801 and 802 of the Bond Resolution, subject to the provisions of Section 202 of the Bond Resolution, and as otherwise provided by law, including, to the extent permitted by law, pursuant to Section 644.125, RSMo.

Section 6.4 Attorneys' Fees and Other Expenses.

(a) Upon an Event of Default or the occurrence of any event which, with the giving of notice, lapse of time, or both, would constitute an Event of Default, the Participant or the District, as applicable, on demand, will pay to the Paying Agent and DNR the reasonable fees and expenses of attorneys and other reasonable costs and expenses (including the reasonably allocated costs of in-house counsel and legal staff) incurred by the Paying Agent and DNR in the collection of Bond Payments or the enforcement of any agreements of the Participant or the District, as applicable.

(b) Prior to incurring any fees, costs and expenses, the Paying Agent and DNR will provide written notice to the Participant or the District, as applicable, that it intends to incur fees, costs and expenses. Failure by the Paying Agent or DNR to give the notice will not affect the Paying Agent's or DNR's right to receive payment for attorneys' fees and expenses under this Section 6.4. Upon request by the Participant or the District, as applicable, the Paying Agent and DNR will provide the Participant or the District, as applicable, with copies of statements evidencing the fees, costs and expenses for which the Paying Agent or DNR is requesting payment. The statements may be edited to maintain the attorney-client privilege.

Section 6.5 Application of Moneys. Any moneys collected by the Paying Agent and DNR under Section 6.3 will be applied first, to pay interest on the Bonds then due and payable, second, to pay principal on the Bonds then due and payable, third, to pay the fees, costs and expenses owed by the Participant or the District, as applicable, under Section 6.4, and fourth, to pay any other amounts due and payable under this Agreement.

Section 6.6 No Remedy Exclusive; Waiver; Notice. No remedy conferred upon or reserved to DNR or the Paying Agent is intended to be exclusive and every remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default will impair any right, remedy or power or will be construed as a waiver. Any right, remedy or power may be exercised from time to time and as often as may be deemed expedient. The Paying Agent or DNR are not required to give notice to the Participant or the District, as applicable, in advance of the exercise of any right, remedy or power reserved to them in this Article, except as expressly provided in this Article.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Effect of Breach. Failure on the part of DNR in any instance or under any circumstances to observe or fully perform any obligation assumed by or imposed upon it by this Agreement or by law will not make DNR liable in damages to the Participant or relieve the Participant from making any payment to DNR or fully performing any other agreement under this Agreement. The

Participant may have and pursue any other remedies provided by law for compelling performance by the DNR of any agreement of the DNR.

Section 7.2 Termination of Agreement. This Agreement will terminate upon the payment in full of the Bonds under the Bond Resolution and the transfer of balances as set forth in Section 4.3.

Section 7.3 Notices. All notices, filings and other communications will be given by first class mail, postage pre-paid, or sent by telegram, telecopy or telex or other similar communication or delivered by a reputable private courier or overnight delivery service, addressed as follows, provided that notice to the Paying Agent will be effective only upon receipt:

Participant:

Boone County Commission
Boone County Government Center
801 East Walnut, Room 112
Columbia, Missouri 65201
Attention: County Treasurer

District:

Boone County Regional Sewer District
1314 North Seventh Street
Columbia, Missouri 65201
Attention: Tom Ratermann, General Manager
and
Lesley Oswald, Treasurer

DNR:

General

Missouri Department of Natural Resources
Water Protection Program
P.O. Box 176 (Zip Code 65102)
1101 Riverside Drive
Jefferson City, Missouri 65101
Attention: Director, Financial Assistance Center

For Requisitions:

Missouri Department of Natural Resources
Water Protection Program
P.O. Box 176 (Zip Code 65102)
1101 Riverside Drive
Jefferson City, Missouri 65101
Attention: Financial Assistance Center

Paying Agent:

The Bank of New York Mellon Trust Company, N.A.
Lammert Building, Third Floor
911 Washington Avenue

St. Louis, Missouri 63101
Attention: Corporate Trust Department

Each party may change its address by giving written notice of the new address to the other parties.

Section 7.4 Exculpatory Provision. In exercising powers under this Agreement, the Paying Agent, the Participant and DNR and their members, directors, officers, employees and agents will not be liable to any other party to this Agreement (i) for any actions taken or omitted by it or its members, officers, directors, employees or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (ii) for any claims based on this Agreement against any member, director, officer, employee or agent of the Paying Agent, the Participant or DNR in his or her individual capacity.

Section 7.5 Amendment. This Agreement may be amended or supplemented by a written instrument executed by the parties, subject to the requirements of the Federal Act and regulatory authority of EPA that The Water and Wastewater Loan Fund be operated in a manner which preserves The Water and Wastewater Loan Fund in perpetuity for its designated purposes and to provide necessary and ongoing assistance to communities to attain and maintain compliance with the Federal Act.

Section 7.6 Severability of Invalid Provisions. If any agreement provided in this Agreement is contrary to law, that agreement will be severable from the remaining agreements and will not affect the validity of the other provisions of this Agreement.

Section 7.7 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be regarded for all purposes as one original and constitute one and the same instrument.

Section 7.8 Applicable Law. This Agreement will be governed exclusively by the laws of the State.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers or signatories and dated as of the day and year first above written.

**MISSOURI DEPARTMENT OF NATURAL
RESOURCES**

By: _____
Department Director

[SEAL]
ATTEST:

BOONE COUNTY, MISSOURI

County Clerk

By: _____
Presiding Commissioner

Taxpayer Identification No. 43-6000349

(SEAL)
ATTEST:

BOONE COUNTY REGIONAL SEWER
DISTRICT, MISSOURI

Assistant Secretary

By _____
Chairman of the Board of Trustees

Taxpayer Identification No. 43-1304908

EXHIBIT A
FORM OF REQUISITION (Form SRF-01)

[See attached]

**MISSOURI DEPARTMENT OF NATURAL RESOURCES. WATER PROTECTION PROGRAM. FAC
REIMBURSEMENT FORM
CLEAN WATER STATE REVOLVING LOAN PROGRAM
DIRECT LOAN**

1. TYPE OF REQUEST: <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		3. PAYMENT REQUEST NUMBER: _____ PAGE 1 OF _____	
2. LOAN NUMBER: C295299-01 Hill Creek NID BOND ISSUE IDENTIFIER: Series 2008 Direct Loan		4. PERIOD COVERED BY THIS REPORT: from: _____ to: _____	
5. RECIPIENT ORGANIZATION: Boone County Regional Sewer District 1314 North Seventh Columbia, MO 65201		6. LOAN TRUSTEE: (RESERVE FUND PAYEE) The Bank of New York Mellon Trust Company, N.A. In Trust for Boone Co. Commission C295299-01 Lammert Building, Third Floor 911 Washington Avenue St. Louis, MO 63102 Attention: Corporate Trust Department	
7. ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Recipient Project Name and Number Show construction, engineering, administrative costs, etc.		Current Period	Cumulative (This Loan Only)
A.			
B.			
C.			
D.			
E.			
F.			
G.			
H.			
I.			
J.			
K.			
L.			
Z. Total from continuation sheet (lines 7.M. - 7.Y.)			
AA. Eligible costs incurred to date			
FOR OFFICE USE ONLY	BB. TOTAL APPROVED ELIGIBLE COSTS TO DATE:		BB.
	CC. LESS AMOUNT PREVIOUSLY APPROVED:		CC.
	DD. AMOUNT PAYABLE TO RECIPIENT (ACTUAL REIMBURSEMENT AMOUNT):		DD.
8. CERTIFICATION: I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the payment due represents the amount due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the loan agreement.	RECIPIENT:	Signature of authorized certifying official:	
		Date signed:	
		Typed or printed name and title:	
	DNR REVIEWER: Office Use Only	Signature of review official:	
		Date signed:	
		Typed or printed name and title:	

DNR-WPCP-FIS, SRFCW-01-(11/08)

MISSOURI DEPARTMENT OF NATURAL RESOURCES, WATER PROTECTION PROGRAM, FAC
REIMBURSEMENT FORM
DIRECT LOAN

INSTRUCTIONS

1. If this is the final request that will be submitted for payment, enter a check mark by "final" otherwise enter a check by "partial".
2. Check the Construction Loan Number to ensure request is for the loan indicated.
3. If the continuation page will be submitted enter "Page 1 of 2" to indicate the second page is used. Otherwise, enter "Page 1 of 1".
4. Enter the period covered by this report.
5. Review recipient information. If any information is incorrect, indicate changes on the form.
6. Review the trustee information. If any information is incorrect, indicate changes on the form.
7. A. - L. Enter the costs incurred in the construction of this project. Use a separate line for each major construction contract, each major segment of engineering services, and any additional costs (administration, land purchase and the attendant costs, and testing services). Remember that all costs shown in any category must have documentation concerning the cost and service rendered.

M. - Y. THESE LINES ARE ON THE CONTINUATION PAGE! If more lines are necessary than are provided on the first page of the form, attach the continuation page. Total the amounts on this page on line Y. Carry the total from line Y from the continuation page to line Z on the first page.

Z. Add lines 7.A. through 7.Y.

AA-II Do not use these lines. They are for our office use only.
8. An original signature and date must be entered by your authorized representative.

EXHIBIT B

FEDERAL REQUIREMENTS

The following Federal Requirements are applicable:

Age Discrimination Act, PL 94-135

Civil Rights Act of 1964, PL 88-352

Prohibition against sex discrimination under Section 13 of the Federal Water Pollution Control Act, PL 92-500

Section 504 of the Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250)

RESOLUTION AND ORDER

OF

BOONE COUNTY, MISSOURI

PASSED DECEMBER 9, 2008

AUTHORIZING:

\$1,700,000

**GENERAL OBLIGATION BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2008**

RESOLUTION AND ORDER

TABLE OF CONTENTS

Page

Recitals1

ARTICLE I

DEFINITIONS

Section 101. Definition of Words and Terms2

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds6
Section 202. Security for the Bonds6
Section 203. Description of Bonds6
Section 204. Designation of Paying Agent6
Section 205. Method and Place of Payment of Bonds6
Section 206. Registration, Transfer and Exchange of Bonds7
Section 207. Execution, Authentication and Delivery of Bonds7
Section 208. Mutilated, Destroyed, Lost and Stolen Bonds8
Section 209. Cancellation and Destruction of Bonds Upon Payment8
Section 210. Sale of the Bonds; Authorization and Execution of Documents8
Section 211. Administrative Fee and Paying Agent's Fee9

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional Redemption9
Section 302. Mandatory Redemption Provisions9
Section 303. Selection of Bonds to Be Redeemed10
Section 304. Notice and Effect of Call for Redemption10

ARTICLE IV

ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Establishment of Funds and Accounts10
Section 402. Administration of Funds and Accounts11
Section 403. Deposit of Bond Proceeds11

ARTICLE V

APPLICATION OF MONEYS

Section 501. County Debt Service Fund11
Section 502. Application of Moneys in Funds and Accounts11

Section 503.	Transfer of Funds to Paying Agent.....	12
Section 504.	Business Days.....	12

ARTICLE VI

DEPOSIT AND INVESTMENT OF MONEYS

Section 601.	Investment of Moneys.....	12
--------------	---------------------------	----

ARTICLE VIII

LEVY OF ANNUAL TAX; PARTICULAR COVENANTS OF THE COUNTY

Section 701.	Levy and Collection of Annual Tax.....	13
Section 702.	Annual Budget.....	13
Section 703.	Annual Audit.....	13

ARTICLE VIII

DEFAULT AND REMEDIES

Section 801.	Event of Default.....	13
Section 802.	Remedies.....	14
Section 803.	Limitation on Rights of Owners.....	14
Section 804.	Remedies Cumulative.....	14

ARTICLE IX

DEFEASANCE

Section 901.	Defeasance.....	14
--------------	-----------------	----

ARTICLE XI

AMENDMENTS

Section 1001.	Amendments.....	15
---------------	-----------------	----

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101.	Further Authority.....	16
Section 1102.	Severability.....	16
Section 1103.	Governing Law.....	16
Section 1104.	Effective Date.....	16
	Passage.....	16
Exhibit A	Form of Bond.....	A-1

A RESOLUTION AND ORDER AUTHORIZING THE ISSUANCE OF \$1,700,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS (STATE OF MISSOURI – DIRECT LOAN PROGRAM) SERIES 2008 OF BOONE COUNTY, MISSOURI FOR THE PURPOSE OF INSTALLING AND EXTENDING MAIN AND LATERAL STORM WATER DRAINS AND SANITARY SEWER SYSTEMS AND APPURTENANCES IN THE HILLCREEK SUBDIVISION; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE AGREEMENTS MADE BY THE COUNTY TO FACILITATE AND PROTECT THEIR PAYMENT AND PRESCRIBING OTHER RELATED MATTERS

WHEREAS, Boone County, Missouri (the “County”), is a first-class county and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the constitution and laws of the State of Missouri; and

WHEREAS, the County is authorized under the provisions of Article VI, Section 26 of the Constitution of Missouri, 1945, as amended, and Section 108.010 *et seq.*, of the Revised Statutes of Missouri, as amended (the “General Obligation Bond Law”), to incur indebtedness and issue and sell general obligation bonds of the County to evidence such indebtedness for lawful purposes, upon obtaining the approval of at least four-sevenths of the qualified electors of the County voting on the question to incur indebtedness at a general election; and

WHEREAS, pursuant to the General Obligation Bond Law, an election was duly held in the County at the general election on November 4, 1997 (the “Election”), on the question whether to issue the general obligation bonds of the County in the amount of \$5,500,000 for the purpose of constructing, installing and extending main and lateral storm water drains and sanitary sewer systems and appurtenances thereto; and

WHEREAS, the votes cast at the Election were duly canvassed as provided by law, and it was found and declared that more than four-sevenths of the qualified voters of the County voting at the Election on the question voted in favor of the issuance of the bonds, the vote on the question having been 8,131 votes for the issuance of the bonds and 2,874 votes against the issuance of the bonds; and

WHEREAS, the Boone County Regional Sewer District, a common sewer district and political subdivision of the State of Missouri (the “District”), has been formed to operate and maintain a revenue producing sewerage system serving the District, its inhabitants and others within its service area, including connected and related appurtenances and facilities and extensions, improvements, additions and enlargements made or acquired by the District (the “System”); and

WHEREAS, the County and the District have entered into the Cooperative Agreement Neighborhood Improvement District Projects in August 1998 (the “NID Cooperative Agreement”), pursuant to which (i) the County has agreed to establish neighborhood improvement districts (“NIDs”) and finance the construction, installation and extension of main and lateral storm water drains and sanitary sewer systems and appurtenances thereto within the NIDs, and (ii) the District has agreed to design, construct, reconstruct, repair, improve, own, operate and maintain the systems within the NIDs financed by the County, constituting the Neighborhood Improvement District Public Sanitary Sewer Improvement Program; and

WHEREAS, the County has issued \$280,000 principal amount of the bonds authorized at the Election, pursuant to a resolution and order of the County passed on May 2, 2000, and now desires to issue

an additional \$1,700,000 principal amount of the bonds so authorized at the Election, consisting of the General Obligation Bonds (State of Missouri – Direct Loan Program) Series 2008 (the “Bonds”); and

WHEREAS, the County has duly authorized and undertaken the Hillcreek Subdivision Neighborhood Improvement District Project (the “Project”), consisting of the construction of a grinder pump and pressure sewer system for the Hillcreek Subdivision, at an estimated cost of at least \$1,700,000;

WHEREAS, pursuant to the NID Cooperative Agreement the County Commission and the Board of Trustees of the District have approved the Project; and

WHEREAS, the County desires to participate in the State of Missouri Direct Loan Program (the “Direct Loan Program”) of the Missouri Department of Natural Resources (“DNR”) and the Clean Water Commission of the State of Missouri (the “Commission”) to provide for the most cost-effective financing of the Project; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the County and of its inhabitants at this time to authorize the issuance and delivery of the Bonds pursuant to the General Obligation Bond Law, to sell the Bonds to DNR under the Direct Loan Program, and to provide the remainder of the estimated costs which may be required from subsequent issues of bonds or funds of the County otherwise available;

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

ARTICLE I

DEFINITIONS

Section 101. Definition of Words and Terms. Capitalized words and terms not otherwise defined in this Resolution have the meanings set forth in the Purchase Agreement and the Escrow Agreement (each as identified below). In addition to the foregoing and words and terms defined in the Recitals and elsewhere in this Resolution, capitalized words and terms have the following meanings in this Resolution:

“Account” means any of the funds or accounts established by Section 4 of the Escrow Agreement.

“Additional Interest” means additional interest on the Bonds prior to the Completion of Disbursements, equal to the actual earnings on moneys in the Construction Fund less earnings calculated at the interest rate on the Bonds, computed by the Paying Agent on each Interest Payment Date. The Additional Interest for any period shall not be less than \$0. All references in this Resolution to the payment of interest on the Bonds includes the Additional Interest.

“Administrative Expense Fund” means the fund designated as such and established by Section 4 of the Escrow Agreement. The Administrative Expense Fund does not constitute part of the Direct Loan Program.

“Administrative Fee” means the annual administrative fee of DNR equal to 0.50% of the aggregate amount of the Bonds Outstanding as of each Administrative Fee Calculation Date (including the final maturity date of the Bonds), payable to the Paying Agent within 30 days after the County’s

receipt of a statement from the Paying Agent for deposit to the Administrative Expense Fund and subsequent transfers to DNR as described in Section 9 of the Escrow Agreement.

“Administrative Fee Calculation Date” means the Business Day preceding each Principal Payment Date, commencing on the Business Day preceding April 1, 2011.

“Authority” means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State.

“Authorized Representative” means the representative of the County designated as such by the County in accordance with the Regulations.

“Bond Debt Service” means the amount of the principal of and interest due on the Bonds on the date of calculation required in this Resolution.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bonds” means the General Obligation Bonds (State of Missouri – Direct Loan Program) Series 2008 in the original principal amount of \$1,700,000 authorized and issued under this Resolution.

“Capitalized Interest Account” means the Capitalized Interest Account in the Construction Fund established by Section 4 of the Escrow Agreement.

“Construction Account” means the Construction Account in the Construction Fund established by Section 4 of the Escrow Agreement.

“Construction Fund” means the Construction Fund established by Section 4 of the Escrow Agreement.

“Costs of Issuance” means the costs of issuance of the Bonds as certified by the County on the date of issuance of the Bonds.

“County Debt Service Fund” means the fund created or ratified and confirmed by Section 401.

“Debt Service Fund” means the Debt Service Fund established by Section 4 of the Escrow Agreement.

“Defeasance Securities” means:

- (a) Federal Securities;
- (b) obligations of the Resolution Funding Corporation or any successor, but only if the use of the obligations to pay and discharge Bonds pursuant to Article X will cause the discharged Bonds to be rated in the highest long-term category by the Rating Agency; or
- (c) obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any state that:

(i) are not callable at the option of the obligor prior to maturity or for which irrevocable instructions have been given by the obligor to call on the date specified in the instructions, and

(ii) are fully secured as to principal, redemption premium and interest by a fund, consisting of cash or Federal Securities, that:

(A) may be applied only to the payment of principal, redemption premium and interest on the obligations, and

(B) is sufficient, as verified by an independent certified public accountant, to pay the principal, redemption premium and interest on the obligations.

“Escrow Agreement” means the Escrow Trust Agreement dated as of December 1, 2008, between the County and the Paying Agent, as supplemented, modified or amended in accordance with its terms, related to the Bonds.

“Federal Securities” means any direct obligation of, or obligation the timely payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America and backed by its full faith and credit.

“Interest Account” means the Interest Account in the Repayment Fund established by Section 4 of the Escrow Agreement. The Interest Account does not constitute part of the Direct Loan Program.

“Interest Payment Date” means each April 1 and October 1, commencing April 1, 2009, and January 1, 2011.

“Interest Period” means each six-month period from April 1 through September 30 and October 1 through March 31, as applicable, except the special three-month Interest Periods of October 1, 2010 through December 31, 2010 and January 1, 2011 through March 31, 2011.

“Investment Securities” means any of the following securities that are legal for the investment of funds of the County at the time of purchase:

(a) Federal Securities;

(b) Direct and general obligations of the State, the payment of the principal of and interest on which the full faith and credit of the State is pledged;

(c) Obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

(d) Deposits which are either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits, in one or more of the following institutions: banks, trust companies or savings and loan

associations (including without limitation, the Paying Agent or any bank affiliated with the Paying Agent) organized under the laws of the United States of America or any state thereof; and

- (e) money market mutual funds that are invested in Federal Securities.

“Outstanding” means, as of the date of determination, all Bonds issued and delivered under this Resolution, except:

- (1) Bonds canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (2) Bonds for the payment of the principal or redemption price of and interest on which money or Defeasance Securities are held under Section 1001;
- (3) Bonds in exchange for which, or in lieu of which, other Bonds have been registered and delivered pursuant to this Resolution; and
- (4) Bonds allegedly mutilated, destroyed, lost, or stolen and paid under Section 208.

“Owner” means the Program Bondowner and any other owner of the Bonds.

“Paying Agent” means The Bank of New York Mellon Trust Company, N.A., the paying agent and escrow agent, and its successors and assigns acting at any time as Paying Agent and Escrow Agent under this Resolution and the Escrow Agreement.

“Principal Account” means the Principal Account in the Repayment Fund established by Section 4 of the Escrow Agreement. The Principal Account does not constitute part of the Direct Loan Program.

“Principal Payment Date” means January 1, 2011 and each April 1 thereafter, commencing April 1, 2010, and any date on which the Bonds are optionally redeemed in accordance with Section 301.

“Program Bondowner” means DNR or any successor or transferee of DNR under the Direct Loan Program.

“Purchase Agreement” means the Purchase Agreement dated as of December 1, 2008, between the County and DNR, as supplemented, modified or amended in accordance with its terms, related to the Bonds.

“Rating Agency” means Moody’s Investors Service or Standard & Poor’s Ratings Service.

“Record Date” for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Repayment Fund” means the Repayment Fund established by Section 4 of the Escrow Agreement.

“Resolution” means this Resolution and Order as from time to time amended in accordance with its terms.

“State” means the State of Missouri.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. The Bonds are authorized and directed to be issued in the principal amount of \$1,700,000 for the purposes of this Resolution.

Section 202. Security for the Bonds. The Bonds are general obligations of the County payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the County. The full faith, credit and resources of the County are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 203. Description of Bonds. The Bonds consist of fully registered bonds without coupons, numbered from R-1 consecutively upward, in the denomination of \$100 or any integral multiple of \$100. The Bonds will be issued in substantially the form of Exhibit A and will be registered, transferred and exchanged as provided in Section 206. The Bonds are dated the date of original delivery as set forth on the Bonds. The Bonds shall mature and become due on April 1, 2028 (subject to optional and mandatory redemption prior to maturity as provided in Article III) and shall bear interest at an annual rate equal to 30% of the Twenty-Five Revenue Bond Index as published in The Bond Buyer most recently prior to the issuance and delivery of the Bonds, rounded up to the nearest 0.01% (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date or from the most recent Interest Payment Date to which interest has been paid or provided for, plus Additional Interest; provided, however, that at no time shall the Bonds bear interest at a rate exceeding the maximum rate of interest permitted by State law. Interest (other than Additional Interest) is payable on each Interest Payment Date. Additional Interest is payable in arrears on each Principal Payment Date prior to the Completion of Disbursements and on the Interest Payment Date immediately following the Completion of Disbursements.

Section 204. Designation of Paying Agent. The County has designated the Paying Agent as the County's paying agent for the payment of the principal of and interest on the Bonds, bond registrar with respect to the registration, transfer and exchange of Bonds and escrow agent with respect to the funds established with the Paying Agent under the Escrow Agreement.

Section 205. Method and Place of Payment of Bonds.

(a) Payment of the Bonds will be made with any coin or currency that is legal tender for the payment of debts due the United States of America on the payment date.

(b) The payment of the principal of and redemption premium, if any, payable on each Bond at maturity or upon earlier redemption and the interest payable on each Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bonds is payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any Owner received by the Paying Agent prior to the Record Date.

(c) Payments of principal on the Bonds pursuant to Article III may be made directly to the Owner without surrender of any Bond to the Paying Agent. Accordingly, any transferee of a Bond should verify with the Paying Agent the principal of the Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

(d) The Paying Agent will keep a record of payment of principal of, redemption premium, if any, and interest on all Bonds and, at least annually at the request of the County, will forward a copy or summary of the record of payments to the County.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The County will cause the Paying Agent to keep the Bond Register. Each Bond when issued will be registered in the name of the Owner on the Bond Register. Bonds will be transferred and exchanged only upon the Bond Register.

(b) Upon surrender of any Bond at the payment office of the Paying Agent in St. Louis, Missouri (or other office designated by the Paying Agent), the Paying Agent will transfer or exchange the Bond for a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount as the Bond which was presented for transfer or exchange. All Bonds presented for transfer or exchange must be accompanied by a written instrument of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Owner or by the Owner's authorized agent. All Bonds presented for transfer or exchange must be surrendered to the Paying Agent for cancellation.

(c) For every exchange or transfer of Bonds the County or the Paying Agent may levy a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid for the exchange or transfer. The charge must be paid by the person requesting the exchange or transfer. Payment of the charge is a condition precedent to the exchange or transfer. If any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against the Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, this amount may be deducted by the Paying Agent from amounts payable to the Owner under the Resolution and the Bonds.

(d) The County and the Paying Agent will treat the person in whose name any Bond is registered on the Bond Register as the absolute owner of the Bond, whether or not payment of the Bond is overdue, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on the Bond and for all other purposes. All payments made to any Owner or upon the Owner's order will be valid and effectual to satisfy and discharge the County's liability for payment of the Bond to the extent of the sum or sums paid. Neither the County nor the Paying Agent will be affected by any notice to the contrary.

(e) At reasonable times and under reasonable rules established by the Paying Agent, the Owners of 25% or more in principal amount of the Outstanding Bonds, or their representative designated in a manner satisfactory to the Paying Agent, may inspect and copy the Bond Register.

(f) Notwithstanding anything herein contained to the contrary, without the prior consent of the County, Bonds shall be transferable only to any successor to DNR or its assigns.

Section 207. Execution, Authentication and Delivery of Bonds.

(a) Each Bond must be signed by the manual or facsimile signature of the Presiding Commissioner and attested by the manual or facsimile signature of the County Clerk, and have the official seal of the County affixed or imprinted. If any officer whose manual or facsimile signature appears on any Bond ceases to be an officer before the delivery of any Bond signed by the officer, the manual or facsimile signature on the Bond will be valid and sufficient for all purposes of this Resolution.

(b) The Presiding Commissioner and the County Clerk are directed to prepare and execute the Bonds as specified in this Article, and to cause the Bonds to be registered in the office of the Clerk of the County Commission, and, when executed and registered, to deliver the Bonds to the Paying Agent for authentication. Upon authentication, the Paying Agent will deliver the Bonds to the Owner, upon payment of the purchase price for the Bonds.

(c) Each Bond will be authenticated by any authorized signatory of the Paying Agent. No Bond is entitled to any security or benefit under this Resolution or be valid or obligatory for any purpose until authenticated by the Paying Agent.

Section 208. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (i) any mutilated Bond is surrendered to the Paying Agent, or the County and the Paying Agent receive evidence to their satisfaction of the mutilation, destruction, loss or theft of any Bond, and (ii) there is delivered to the County and the Paying Agent security or indemnity as required by them, in the absence of notice to the County or the Paying Agent that the Bond has been acquired by a bona fide purchaser, the County will execute and the Paying Agent will register and deliver, in exchange for or in lieu of any mutilated, destroyed, lost or stolen Bond, a new Bond of the same maturity and of like tenor and principal amount. If the Bond has become or is about to become due, the County may pay the Bond instead of issuing a new Bond.

(b) Upon the issuance of any new Bond under this Section, the County or the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge imposed and any other expenses (including the fees and expenses of the Paying Agent) connected with the issuance of the Bond.

(c) Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Bond will constitute a replacement of the prior obligation of the County, whether or not the mutilated, destroyed, lost or stolen Bond is enforceable by anyone at any time, and will be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds which have been paid or redeemed or which have otherwise been surrendered to the Paying Agent, either at or before maturity, will be canceled immediately upon the payment or redemption and the Paying Agent's receipt of the Bonds. The Paying Agent will periodically destroy canceled Bonds. The Paying Agent will execute a certificate in duplicate describing the destroyed Bonds and file an executed counterpart of the certificate with the County.

Section 210. Sale of the Bonds; Authorization and Execution of Documents.

(a) The Bonds will be sold to the Owner at the purchase price of 100% of the principal amount of the Bonds, plus accrued interest thereon, if any.

(b) The County is authorized to enter into the Purchase Agreement and the Escrow Agreement, in substantially the forms presented to the County Commission. The Presiding Commissioner is authorized to execute the Purchase Agreement and the Escrow Agreement for and on behalf of and as the act and deed of the County, with changes approved by the Presiding Commissioner, which approval will be conclusively evidenced by the Presiding Commissioner's signature. The Presiding Commissioner is further authorized and directed to execute other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Resolution. The County Clerk is

authorized and directed to attest the execution of the Purchase Agreement and the Escrow Agreement and any other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Resolution.

Section 211. Administrative Fee and Paying Agent’s Fee. Subject to annual appropriation by the County, the County will pay to the Paying Agent, within 30 days after receipt of a statement from the Paying Agent, (i) the Administrative Fee, and (ii) an amount equal to the Paying Agent’s fees and expenses as provided in the Escrow Agreement.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional Redemption. At the option of the County, Bonds may be called for redemption and payment prior to maturity in whole or in part at any time, at the redemption price of 100% of the principal amount thereof plus accrued interest thereon to the date of redemption.

Section 302. Mandatory Redemption Provisions.

(a) The Bonds are subject to mandatory redemption in part, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, on the Principal Payment Dates and in the principal amounts as set forth on the following schedule.

[remainder of this page intentionally left blank]

<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
January 1, 2011	\$ 1,000	April 1, 2020	\$ 94,900
April 1, 2011	80,800	April 1, 2021	96,600
April 1, 2012	82,300	April 1, 2022	98,400
April 1, 2013	83,800	April 1, 2023	100,100
April 1, 2014	85,300	April 1, 2024	101,900
April 1, 2015	86,800	April 1, 2025	103,800
April 1, 2016	88,400	April 1, 2026	105,600
April 1, 2017	90,000	April 1, 2027	107,500
April 1, 2018	91,600	April 1, 2028 [†]	108,000
April 1, 2019	93,200		

[†] Maturity

If Bonds are redeemed in part other than pursuant to the sinking fund requirements of this paragraph (a), the foregoing principal installments will be reduced on a proportionate basis. The County must designate the amount of the reduction of each principal installment by written notice to the Paying Agent and the Owner. The amount of the reduction is subject to verification by the Owner and other verification requirements as may be reasonably established by the Paying Agent.

(b) The Bonds are subject to mandatory redemption in part, in an amount equal to the amount remaining on deposit in the Construction Fund upon the Completion of Disbursements (rounded to the next lower integral multiple of \$100), on the earliest practicable date for which notice may be given, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date.

Section 303. Selection of Bonds to Be Redeemed. The redemption of the Bonds in part will be reflected in the records maintained by the Paying Agent.

Section 304. Notice and Effect of Call for Redemption.

(a) If all Outstanding Bonds are held by the Owner, no notice of the mandatory redemption of Bonds is required to be given. If the Bonds are held by any other Owner, or if Bonds are being optionally redeemed, notice of redemption will be given in the manner described below. Unless waived by any Owner of Bonds to be redeemed, the Paying Agent, on behalf of the County, will give notice by mailing a redemption notice by registered or certified mail, at least 15 days, but not more than 30 days, prior to the date fixed for redemption to the State Auditor of Missouri and the Owner of Bonds to be redeemed at the address shown on the Bond Register.

(b) All redemption notices will be dated and include the following information:

(1) the redemption date,

(2) the redemption price, consisting of the principal amount, redemption premium, if any, and interest to the redemption date,

(3) if less than all Outstanding Bonds are to be redeemed, the identification number, maturity date and, in the case of partial redemption of any Bond, the respective principal amounts of the Bonds to be redeemed,

(4) a statement that on the redemption date the redemption price will become due and payable upon each Bond or portion of a Bond called for redemption, and that interest ceases to accrue on the redeemed amount from and after the redemption date, and

(5) the address of the principal office of the Paying Agent where the Bonds must be surrendered for payment of the redemption price.

(c) If notice of redemption has been given or waived, the Bonds or portions to be redeemed will become due and payable on the redemption date at the redemption price specified in the notice. From and after the redemption date (unless the County defaults in the payment of the redemption price), the called Bonds will cease to bear interest. Upon the surrender of Bonds for payment of the redemption price in accordance with the notice, the Paying Agent will pay the redemption price to the applicable Owners. Upon the Paying Agent's receipt of any Bond being partially redeemed, the Paying Agent will deliver a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

ARTICLE IV

ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Establishment of Funds and Accounts.

(a) The separate fund known as the County Debt Service Fund has been established in the treasury of the County and is held and administered by the County Treasurer.

(b) The County hereby establishes the following special funds and accounts with the Paying Agent under the Escrow Agreement:

- (1) the Debt Service Fund;
- (2) the Construction Fund consisting of the Construction Account and the Capitalized Interest Account;
- (3) the Repayment Fund consisting of the Principal Account and the Interest Account; and
- (4) the Administrative Expense Fund.

Section 402. Administration of Funds and Accounts. The County Debt Service Fund described in Section 401(a) will be maintained and administered by the County under this Resolution while any of the Bonds are outstanding. The funds and accounts described in Section 401(b) will be maintained and administered by the Paying Agent pursuant to the Escrow Agreement while the Bonds remain Outstanding.

Section 403. Deposit of Bond Proceeds. The proceeds received from the sale of the Bonds will be deposited upon the delivery of the Bonds into the Construction Fund as provided in the Escrow Agreement.

ARTICLE V

APPLICATION OF MONEYS

Section 501. County Debt Service Fund. The County covenants that all amounts paid and credited to the County Debt Service Fund will be used by the County for the sole purpose of paying the principal of and interest on the Bonds as and when the same become due. The County Treasurer is authorized and directed to withdraw from the County Debt Service Fund sums as provided in Section 502.

Section 502. Application of Moneys in Funds and Accounts. The County will apply moneys in the County Debt Service Fund on the dates, in the amounts and in the order, to the Paying Agent for credit to the Interest Account and the Principal Account, as follows:

- (a) on each March 20 and September 20, commencing March 20, 2009, to the Interest Account the amount of interest on the Bonds due on the next Interest Payment Date, with these semiannual payments to be reduced as follows:
 - (i) the balance in the Debt Service Fund on an Interest Payment Date after the payment of the principal of and interest due on the Bonds on the Interest Payment Date;
 - (ii) the investment earnings on the Construction Fund (other than the amount of Additional Interest) for the preceding Interest Period, as set forth in the Paying Agent's semiannual notice to the County;
 - (iii) the amount available in the Capitalized Interest Account for the payment of interest on the Bonds other than Additional Interest; and

(iv) the investment earnings on the Construction Fund equal to Additional Interest will be credited on an Interest Payment Date to the payment of Additional Interest due on the Interest Payment Date; and

(b) on December 20, 2010 and each March 20, commencing March 20, 2011, to the Principal Account the principal due on the Bonds on the next succeeding Principal Payment Date, whether at maturity or upon mandatory sinking fund redemption.

Section 503. Transfer of Funds to Paying Agent. The Presiding Commissioner or the County Treasurer is authorized and directed to make the payments to the Principal Account and the Interest Account as provided in Section 502 and sums sufficient to pay the Bonds when due, and to forward amounts to the Paying Agent in a manner which ensures the Paying Agent will have sufficient available funds on or before the second Business Day immediately preceding the dates when payments on the Bonds are due. Upon the payment of all principal and interest on the Bonds, the Paying Agent will return any excess funds to the County. Except as otherwise provided in the Escrow Agreement, all moneys deposited by the County with the Paying Agent are subject to the provisions of this Resolution.

Section 504. Business Days. If any date for the payment of principal of, or redemption premium, if any, or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.

ARTICLE VI

DEPOSIT AND INVESTMENT OF MONEYS

Section 601. Investment of Moneys.

(a) Moneys held in any fund or account held by the Paying Agent shall be invested as provided in Section 12 of the Escrow Agreement. Moneys in each of the other funds and accounts created or ratified and confirmed by this Resolution may be invested by the County in Investment Securities as may be permitted by law, but no investment will be made for a period extending longer than the date when the moneys invested may be needed. All earnings on any investments held in any fund or account will accrue to the applicable fund or account. In determining the amount held in any fund or account under this Resolution, obligations will be valued at the lower of cost or market value. If the amount in any fund or account held within the Treasury of the County is greater than the required amount, the County may transfer the excess to the County Debt Service Fund.

(c) No investment shall be made for a period extended longer than the date when the money invested may be needed for the purpose for which such fund or account was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account. In determining the amount held in any fund or account under any of the provisions of this Resolution, obligations shall be valued at the lower of the cost or the market value thereof.

(d) All moneys held in the funds and accounts created in the Treasury of the County by this Resolution shall be kept separate and apart from all other moneys of the County so that there shall be no commingling of such moneys with any other moneys of the County.

ARTICLE VII

LEVY OF ANNUAL TAX; PARTICULAR COVENANTS OF THE COUNTY

Section 701. Levy and Collection of Annual Tax.

(a) For the purpose of providing for the payment of the principal of and interest on the Bonds as the same become due, there is levied upon all of the taxable tangible property, real and personal, within the County a direct ad valorem tax sufficient to produce the amounts necessary for the payment of such principal and interest as the same becomes due and payable in each year.

(b) The taxes referred to in paragraph (a) will be extended upon the tax rolls in each of the several years, respectively, and will be levied and collected at the same time and in the same manner as the other ad valorem taxes of the County are levied and collected. The proceeds derived from the taxes will be deposited in the County Debt Service Fund, will be kept separate and apart from all other funds of the County and will be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the other amounts payable under Section 502(a).

(c) If at any time the taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Presiding Commissioner or the County Treasurer is authorized and directed to pay the principal or interest on the Bonds from general funds of the County and to reimburse the general funds for money so expended when the taxes are collected.

Section 702. Annual Budget. Within 30 days after the end of the current Fiscal Year, the County Auditor or the County Treasurer will mail a copy of the County's budget to the Owner.

Section 703. Annual Audit.

(a) Promptly after the end of each Fiscal Year, the County will cause an audit of its funds and accounts for the preceding Fiscal Year to be made by a certified public accountant or firm of certified public accountants employed for that purpose.

(b) As soon as possible after the completion of the annual audit, the Governing Body will review the annual audit, and if the annual audit reveals any breach of this Resolution, the County agrees to promptly cure the breach.

(c) Within 30 days after the acceptance of the audit by the County Commission, a copy of the annual audit will be filed in the office of the County Clerk, and a copy of the audit will be mailed to the Owner. The annual audit will be open to examination and inspection during normal business hours by any taxpayer, the Owner, or anyone acting for or on behalf of the taxpayer or the Owner.

(d) The County acknowledges its undertakings set forth in Section 2.2(t) of the Purchase Agreement.

ARTICLE VIII

DEFAULT AND REMEDIES

Section 801. Event of Default. If (i) the County defaults in the payment of the principal of or interest on any of the Bonds, or (ii) the County or its Governing Body or any of its officers, agents or employees fails or refuses to comply with any provision of this Resolution, the Constitution or statutes of

the State, the Purchase Agreement or the Escrow Agreement and default continues for a period of 60 days after written notice specifying the non-payment default has been given to the County by the Owner of any Bond then Outstanding, at any time thereafter and while the default continues, the County shall pay to DNR the penalties assessed by DNR in accordance with the Regulations.

Section 802. Remedies.

(a) The provisions of this Resolution constitute a contract between the County and the Owners of the Bonds. The Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(1) by any proceeding at law or in equity to enforce the rights of the Owner or Owners against the County and its officers, agents and employees, and to compel the performance by the County of its duties and obligations under this Resolution, the Constitution and the laws of the State;

(2) by any proceeding at law or in equity to require the County, its officers, agents and employees to account as if they were the trustees of an express trust; and

(3) by any proceeding at law or in equity to enjoin any act or thing which is unlawful or in violation of the rights of the Owners of the Bonds.

(b) Any amounts paid on the Bonds to the Owners will be applied first to interest and second to principal, to the extent due and payable.

Section 803. Limitation on Rights of Owners. No Owner has any right in any manner whatever by the Owner's action to affect, disturb or prejudice the security granted and provided for in, or enforce any right under, this Resolution, except in the manner provided in this Resolution. All proceedings at law or in equity will be for the equal benefit of all Owners.

Section 804. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy. Each remedy is in addition to every other remedy and may be exercised without exhausting any other remedy conferred under this Resolution. No waiver by any Owner of any default or breach of duty or contract of the County under this Resolution will affect any subsequent default or breach of duty or contract by the County or impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default will impair any right or power or will be construed to be a waiver of any default. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Resolution may be enforced and exercised from time to time and as often as may be expedient. If any Owner discontinues any proceeding or the decision in the proceeding is against the Owner, the County and the Owners of the Bonds will be restored to their former positions and rights under this Resolution.

ARTICLE IX

DEFEASANCE

Section 901. Defeasance. When all of the Bonds shall have been paid and discharged, then the requirements contained in this Resolution and the pledge of revenues made hereunder and all other rights granted hereby shall terminate. Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent, or other bank or

trust company located in the State of Missouri, having full trust powers and meeting the requirements of a successor Paying Agent (as set forth in the Escrow Agreement) impressed with a first lien to the Paying Agent for the benefit of the Owners, at or prior to the maturity or redemption date of said Bonds, in trust for and irrevocably appropriated thereto, moneys and/or non-callable Defeasance Securities (the "Defeasance Escrow") which, together with the interest to be earned on any such obligations, will be sufficient for the payment of the principal of said Bonds and interest to accrue to the date of maturity or redemption, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided, however, that if any such Bonds shall be redeemed prior to the maturity thereof, (i) the County shall have elected to redeem such Bonds, and (ii) either notice of such redemption shall have been given or the County shall have given irrevocable instructions to the Paying Agent to redeem such Bonds; and provided further, however, there shall be filed with the County, the Owner and the Paying Agent an opinion of Bond Counsel to the effect that the conditions for the defeasance of the Bonds pursuant to this Section 1001 have been complied with and, if the payment of the Bonds at maturity or upon redemption will occur more than 90 days after the deposit of the Defeasance Escrow and interest on the Defeasance Escrow is to be used to pay debt service on the Bonds, the written report of an independent certified public accountant evidencing the sufficiency of the Defeasance Escrow. Any moneys and obligations which at any time shall be deposited with the Paying Agent, or other bank by or on behalf of the County, for the purpose of paying and discharging any of the Bonds shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge of this Resolution. All moneys deposited with the Paying Agent or other bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

ARTICLE X

AMENDMENTS

Section 1001. Amendments.

(a) Any provision of the Bonds or of this Resolution may be amended by a resolution with the written consent of the Owners. Consent must be evidenced by an instrument executed by the Owners, acknowledged or proved in the manner of a deed to be recorded, and filed with the County Clerk. In addition, the prior written consent of the Owners is required for any amendment which would:

- (1) extend the maturity of any payment of principal or interest on any Bond;
- (2) reduce the amount of principal or interest payable on any Bond; or
- (3) permit the priority of any Bond over any other Bond.

(b) No amendment will be effective until (i) the County has delivered to the Owners and the Paying Agent an opinion of Bond Counsel stating that the amendment is permitted by this Resolution and the Act, complies with their respective terms and is valid and binding upon the County in accordance with its terms, and (ii) the County Clerk has on file a copy of the amendment and all required consents.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Further Authority. The officers of the County, including the Presiding Commissioner and the County Clerk, are authorized and directed to execute all documents and take the actions as are necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial changes in the documents approved by this Resolution which they may approve. The execution of any document or taking of any related action constitutes conclusive evidence of the necessity or advisability of the action or change.

Section 1102. Severability. If any section or other part of this Resolution is for any reason held invalid, the invalidity will not affect the validity of the other provisions of this Resolution.

Section 1103. Governing Law. This Resolution is governed by and will be construed in accordance with the laws of the State.

Section 1104. Effective Date. This Resolution is in full force and effect from and after its passage by the County Commission.

PASSED by the County Commission of Boone County this 9th day of December, 2008.

Presiding Commissioner

(Seal)
ATTEST:

County Clerk

EXHIBIT A

FORM OF BOND

[THIS BOND IS TRANSFERABLE ONLY TO ANY SUCCESSOR TO THE MISSOURI DEPARTMENT OF NATURAL RESOURCES OR ITS ASSIGNS]

Registered
No. R- _____

Registered
\$ _____

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

BOONE COUNTY, MISSOURI

**GENERAL OBLIGATION BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2008**

Dated Date

Interest Rate

Maturity Date

April 1, 2028

REGISTERED OWNER: MISSOURI DEPARTMENT OF NATURAL RESOURCES

PRINCIPAL AMOUNT: _____ DOLLARS

The BOONE COUNTY, MISSOURI, a first-class county and political subdivision of the State of Missouri (the "County"), for value received, hereby promises to pay to the Owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, and to pay interest thereon at the Interest Rate per annum shown above plus Additional Interest as described in the herein defined Resolution (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on each Interest Payment Date (as defined in the Resolution), plus Additional Interest until the Principal Amount has been paid. Terms not otherwise defined in this Bond have the respective meanings as set forth in the Resolution.

The principal of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered on the Bond Register at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the payment office of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. in St. Louis, Missouri (the "Paying Agent"). The payment of the principal of and redemption premium, if any, payable on this Bond at maturity or upon earlier redemption and the interest payable on this Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bonds is payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any

Owner received by the Paying Agent prior to the Record Date. The principal of and interest on this Bond shall be payable in lawful money of the United States of America.

This Bond is one of a duly authorized series of bonds of the County designated "General Obligation Bonds (State Revolving Fund – Direct Loan Program) Series 2008" aggregating the principal amount of \$1,700,000 (the "Bonds"), issued by the County for the purpose of extending and improving the sewerage system owned and operated by the County (said sewerage system, together with all future improvements and extensions thereto hereafter constructed or acquired by the County, being herein called the "System"), under the authority of and in full compliance with the Constitution and laws of the State of Missouri, and pursuant to an election duly held in the County and a resolution and order duly passed and proceedings duly and legally had by the governing body of the County (the "Resolution").

The Bonds are issuable in the form of fully registered Bonds without coupons in the denomination of \$100 or any integral multiple thereof.

At the option of the County, the Bonds may be called for redemption and payment prior to maturity in whole or in part as provided in the Resolution.

The Bonds are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory sinking fund redemption requirements of the Resolution, at a redemption price equal to 100% of the principal amount plus accrued interest to the redemption date.

The Bonds are subject to mandatory redemption in part, in an amount equal to the amount remaining on deposit in the Construction Fund upon the Completion of Disbursements (rounded to the next lower integral of \$100), on the earliest practicable date for which notice may be given, at the redemption price of 100% of the principal amount thereof plus accrued interest thereon to the date of redemption.

Except as otherwise provided in the Resolution, notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by registered or certified mail at least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Owner to the Paying Agent. Notice of redemption having been given or waived as aforesaid, the Bonds or portions of Bonds so 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.

The Bonds constitute general obligations of the County payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the County. The full faith, credit and resources of the County are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

This Bond may be transferred or exchanged, as provided in the Resolution, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Owner or the Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges therein prescribed. The County and the 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 proceedings relating to the issuance of the Bonds have been presented to and filed with the State Auditor of Missouri, who has examined the same and has issued a certificate that such proceedings comply with the laws of the State of Missouri and that the conditions of the contract under which the Bonds were ordered to be issued have been complied with.

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

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law; that direct annual tax upon all taxable tangible property situated in the County has been levied for the purpose of paying the principal of and interest on the Bonds when due; and that the total indebtedness of the County, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, Boone County, Missouri has executed this Bond by causing it to be signed by the manual signature of its Presiding Commissioner and attested by the manual signature of its County Clerk, and its official seal to be affixed hereto.

(SEAL)

BOONE COUNTY, MISSOURI

ATTEST:

County Clerk

By _____
Presiding Commissioner

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

Registration Date: _____

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., Paying Agent

By _____
Authorized Signatory

RECORD OF PRINCIPAL PAYMENTS AND PREPAYMENTS

Under the provisions of the Resolution, payments of the principal installments of this Bond and partial prepayments of the principal of this Bond may be made directly to the Owner without surrender of this Bond to the Paying Agent. Accordingly, any purchaser or other transferee of this Bond should verify with the Paying Agent the principal of this Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

ASSIGNMENT

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

Print or type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15).

CERTIFICATE

I, the undersigned, County Clerk of Boone County, Missouri, hereby certify that the above and foregoing constitutes a fully, true and correct copy of the Resolution and Order duly adopted by the County Commission at a meeting duly and specially held, after proper notice thereof, on December __, 2008, that the Resolution and Order has not been modified, amended or repealed, and is in full force and effect as of the date hereof; and that the same is one file in my office.

WITNESS my hand and official seal this ____ day of December, 2008.

County Clerk

(Seal)

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 9th day of December 20 08

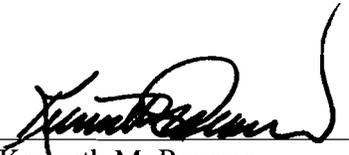
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Assignment of Contract Agreement for the Hillcreek Subdivision Sanitary Pressure Sewer Collection System. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 9th day of December, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 9th day of December 20 08

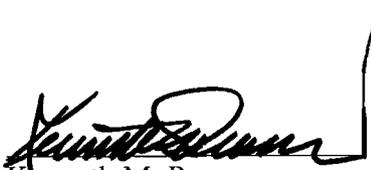
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby convey to the Boone County Regional Sewer District, by the attached Bill of Sale, all supplies and equipment which were installed to complete the W.B. Smith Sanitary Sewer Neighborhood Improvement District Project. It is further ordered the Presiding Commissioner is hereby authorized to sign said Bill of Sale.

Done this 9th day of December, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 9th day of December 20 08

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

Now on this day the County Commission of the County of Boone does hereby approve the request for surplus disposal per the attached memorandum. It is further ordered the Presiding Commissioner is hereby authorized to sign said disposal forms.

Done this 9th day of December, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 9th day of December 20 08

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

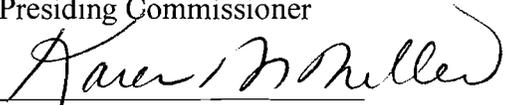
Now on this day the County Commission of the County of Boone does hereby approve change order #1 in the amount of \$8,038.12 for Lloyd Hudson Road Low Water Crossing. It is further ordered the Presiding Commissioner is hereby authorized to sign said change order.

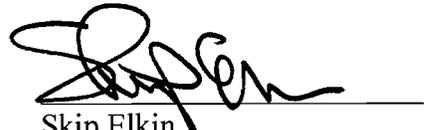
Done this 9th day of December, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**BOONE COUNTY DEPARTMENT OF PUBLIC WORKS
DESIGN AND CONSTRUCTION DIVISION**

Change Order No.: One (1) P.O . 2008000190 Job No.: 33-10JUL08 Date: 11-20-08

Project Location: Lloyd Hudson Road Low Water Crossing
FINAL CLOSE OUT

Contractor: Streck Construction L.L.C.

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the contract shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

Description of Changes: See attached sheet (Exhibit A)

CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:

I/We hereby agree to the modifications of the contract as described above and agree to furnish all material and labor and perform all work in connection therewith in accordance with the requirements for similar work in existing contract except as otherwise stipulated herein, for the following considerations:

Contract Amount: Add to the Contract Amount a total of

Eight Thousand Thirty Eight Dollars and 12/100 (\$8,038.12)

CONTRACTOR - Streck Construction L.L.C.

SIGNATURE *Randall Kalmeyer*

DATE 12-15-08

Recommended by: Chief Public Works Inspector

Approved by Director DC
Infrastructure Manager JPW II

SIGNATURE *Keith Austin*

DATE 11/20/08

Accepted by: Boone County

SIGNATURE *Kenneth D. ...*

DATE 12/8/08

STATEMENT OF CONTRACT AMOUNT:

ORIGINAL CONTRACT AMOUNT	\$	64,079.02
PREVIOUS ADDITIONS	\$	0.00
TOTAL	\$	64,079.02
PREVIOUS DEDUCTIONS	\$	0.00
NET PRIOR TO THIS CHANGE	\$	64,079.02
AMOUNT OF THIS CHANGE <u>X</u> ADD _____ DEDUCT	\$	8,038.12

CONTRACT AMOUNT TO DATE

CERTIFICATION: \$ 72,117.14

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

James E. Fitchford 11/21/08
Auditor Date

Boone County Public Works Design and Construction

Exhibit A

Change Order # 1

P.O.: 2008000190

Job #:30-10JUL08

Date: 11/20/08

Project: Lloyd Hudson Road Low Water Crossing

Contractor: Streck Construction L.L.C.

Address: P.O. Box 145
Pilot Grove, Missouri 65276

Description of Change:

Lloyd Hudson Road Low Water Crossing

1. This increase was due to the elevation change and the 1.5" minus backfill requirement in the plans and specifications. I can only assume that this was overlooked in the engineers estimate.
2. This deduction was due to the actual cubic yards of concrete that were used during construction of the project.
3. This deduction was due to the actual amount of Type 1 Rolled Stone Base that was used during construction of the project.
4. This increase was due to an unforeseen rock shelf that was excavated in order to smoothly tie in the new road elevation into the existing road elevation.

ITEM	CONTRACT AMOUNT	UNITS TO BE CONSTRUCTED	OVERRUN, UNDERRUN, CONTINGENT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF CHANGE	REMARKS
railswest						
1.5" Minus Base Rock	190	402.75	212.75	\$30.00	\$6,382.50	
Class A Portland Cement Concrete	80	74.5	-5.5	\$312.00	(\$1,716.00)	
Type 1 Rolled Stone Base Rock	69	64.45	-4.55	\$32.61	(\$148.38)	
Rock Excavation	10	32	22	\$160.00	\$3,520.00	

TOTAL THIS CHANGE ORDER: \$8,038.12

ORIGINAL CONTRACT AMOUNT	\$64,079.02
TOTAL OF PREVIOUS CHANGES	\$0.00
TOTAL THIS CHANGE ORDER	\$8,038.12
FINAL CONTRACT TOTAL	\$72,117.14
ORIGINAL BUDGET	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 9th day of December 20 08

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 2009 Payroll Schedule.

Done this 9th day of December, 2008.

ATTEST:



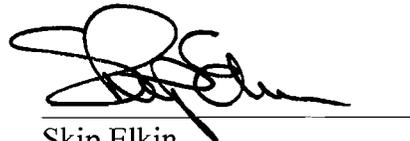
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner



With 2008 coming to an end..... please find attached the

2009 Payroll Calendar

Please note **Payroll Requisition Due Dates**. All that you can do in your office to have your payroll turned on those dates will be greatly appreciated. Please note that some "holiday" dates may be added during the year. If any are, you will be notified as soon as possible to make changes to your schedules.

One last 2008 note -

The Boone County offices will be closed on Thursday, December 25, 2008 and Friday, December 26, 2008. Payroll requisitions will need to be turned into my office on Friday December 19, 2008.

Any questions about the new calendar, please do not hesitate to contact me.

With all that said – looking forward to a wonderful 2009!

Julie
County Clerks Office/Payroll
jcrouch@boonecountymo.org

2009 PAYROLL CALENDAR

Payroll #	Payroll Requisition Due Date		Pay Date
		January	
1	Monday Jan 5		Friday Jan 9
2	Friday Jan 16	***1	Friday Jan 23
		February	
3	Monday Feb 2		Friday Feb 6
4	Friday Feb 13	***2	Friday Feb 20
		March	
5	Monday March 2		Friday March 6
6	Monday March 16		Friday March 20
		April	
7	Monday March 30		Friday April 3
8	Monday April 13		Friday April 17
		May	
9	Monday April 27		Friday May 1
10	Monday May 11		Friday May 15
11	Friday May 22	***3	Friday May 29
		June	
12	Monday June 8		Friday June 12
13	Monday June 22		Friday June 26
		July	
14	Monday July 6		Friday July 10
15	Monday July 20		Friday July 24
		August	
16	Monday August 3		Friday August 7
17	Monday August 17		Friday August 21
		September	
18	Monday August 31		Friday September 4
19	Monday September 14		Friday September 18
		October	
20	Monday September 28		Friday October 2
21	Friday October 9	***4	Friday October 16
22	Monday October 26		Friday October 30
		November	
23	Friday November 6	***5	Friday November 13
24	Friday November 20	***6	Friday November 27
		December	
25	Monday December 7		Friday December 11
26	Friday December 18	***7	*** Thursday December 24

Please note *****S** on dates above. Because of County Holidays due dates for pay requisitions have been changed. Corresponding # (1-7) explanation see back of document.