

AN ORDINANCE AUTHORIZING THE SALE AND DELIVERY OF THE CITY OF NEVADA, MISSOURI, REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2020, AND AUTHORIZING AND APPROVING CERTAIN OTHER DOCUMENTS AND ACTIONS RELATED TO THE CERTIFICATES.

WHEREAS, the City of Nevada, Missouri (the “City”) and Security Bank of Kansas City (the “Trustee”) have entered into a Site Lease (the “Site Lease”), pursuant to which the City, as lessor, has leased certain real estate and the improvements thereon to the Trustee, as lessee, to provide for the financing of the costs related to the construction, furnishing and equipping of the City’s municipal building complex (the “Project”), with all of the City’s present or hereafter acquired interest in those tracts of real estate on which the Project will be situated, together with all improvements now or hereafter situated thereon (the “Facilities”); and

WHEREAS, the Trustee and the City have entered into a Lease Purchase Agreement (the “Original Lease”), to provide for the lease of the Facilities from the Trustee back to the City on an annually renewable basis in consideration of Rental Payments (as defined therein) and upon the terms and conditions therein provided; and

WHEREAS, in order to provide funds to finance the costs related to the Project, the City and the Trustee entered into an Indenture of Trust dated as of December 1, 2011 (the “Original Indenture,” with the Original Indenture as amended by the First Supplemental Indenture of Trust (the “First Supplemental Indenture”), the Second Supplemental Indenture of Trust (the “Second Supplemental Indenture”), the Third Supplemental Indenture of Trust (the “Third Supplemental Indenture”), and the Fourth Supplemental Indenture of Trust (the “Fourth Supplemental Indenture”) described herein being the “Indenture”), to provide for the delivery of the City of Nevada, Missouri Certificates of Participation Series 2011 (the “Series 2011 Certificates”); and

WHEREAS, the City financed the costs of an additional project and refunding the principal component of and interest component on the Series 2011 Certificates payable on December 1, 2012 (the “2012 Refunded Certificates”) through the issuance of Additional Certificates under the Original Indenture as supplemented by the First Supplemental Indenture; and

WHEREAS, the City refunded the principal component of and interest component on the Series 2011 Certificates payable on December 1, 2013 (the “2013 Refunded Certificates”) through the delivery of Additional Certificates under the Original Indenture, as supplemented by the Second Supplemental Indenture; and

WHEREAS, the City refunded the principal component of and interest component on the Series 2011 Certificates payable on December 1, 2014 (the “2014 Refunded Certificates”) through the delivery of Additional Certificates under the Original Indenture, as supplemented by the Third Supplemental Indenture; and

WHEREAS, the City has determined that it is desirable to refund the Series 2011 Certificates outstanding (the “Refunded Certificates”) through the delivery of Additional Certificates, as supplemented by the Fourth Supplemental Indenture; and

WHEREAS, the City is authorized under the provisions of the laws of the State of Missouri and the Original Indenture to provide funds for such purpose; and

WHEREAS, the City Council finds and determines that it is advantageous and in the best interests of the City that the City enter into certain transactions with the Trustee relating to the delivery of \$2,875,000 principal amount of Refunding Certificates of Participation Series 2020 (the "Series 2020 Certificates"), for the purpose of providing funds for the refunding of the 2011 Certificates; and

WHEREAS, in connection with the delivery of the Series 2020 Certificates, the City Council authorizes the execution of a Fourth Supplemental Lease Purchase Agreement (the "Fourth Supplemental Lease"), that amends and supplements the Original Lease (with the Original Lease, as amended by the Fourth Supplemental Lease, the Third Supplemental Lease Purchase Agreement, the Second Supplemental Lease Purchase Agreement and the First Supplemental Lease Purchase Agreement, being the "Lease"), to provide for an amended schedule of rental payments and other terms and conditions provided therein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEVADA, MISSOURI, AS FOLLOWS:

Section 1. Approval of Delivery of the Certificates. The City hereby approves the delivery of \$2,875,000 principal amount of Refunding Certificates of Participation Series 2020 (the "Series 2020 Certificates"), for the purpose of refunding the 2011 Certificates and paying certain costs related to the sale and delivery of the Series 2020 Certificates. The Series 2020 Certificates shall be issued and secured pursuant to the herein approved Fourth Supplemental Indenture.

The Series 2020 Certificates shall be sold to Cedar Rapids Bank and Trust Company (the "Purchaser"), at the price equal to 100% of the principal amount thereof. The Series 2020 Certificates shall be in such denominations, shall be in such forms, shall be subject to prepayment prior to the stated payment dates thereof, shall have such other terms and provisions, and shall be executed and delivered in such manner subject to such provisions, covenants and agreements, as are set forth in the Indenture.

The outstanding principal amount of the Series 2011 Certificates maturing on or after December 1, 2021 are hereby called for prepayment on December 1, 2020. The Series 2011 Certificates shall be redeemed at the office of the Trustee, on the prepayment date by the payment of the principal thereof, together with the redemption premium and accrued interest thereon to the redemption date. In accordance with the requirements of the Indenture, the City Clerk is hereby directed to cause notice of the call for prepayment of the Series 2011 Certificates to be given in the manner provided in the Indenture. The officers of the City and the Trustee are hereby authorized and directed to take such other action as may be necessary in order to effect the prepayment of the Series 2011 Certificates as herein provided.

Section 2. Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms presented to the City Council at this meeting (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

- (a) Fourth Supplemental Lease between the Trustee and the City.
- (b) Fourth Supplemental Indenture between the Trustee and the City.
- (c) Tax Compliance Agreement between the Trustee and the City.

Section 3. Execution of Documents. The Mayor, City Manager, City Clerk and other appropriate officers of the City are hereby authorized and directed to execute and deliver, on behalf of the City, the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. Further Authority. The officers, agents and employees of the City, including the Mayor, City Manager and City Clerk, are authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the City Documents and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. Effective Date. This Ordinance shall take effect and be in full force immediately after its passage by the City Council and approval by the Mayor.

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PASSED by the City Council and **APPROVED** by the Mayor of the City of Nevada, Missouri, this ____ day of September, 2020.

George Knox, Mayor

[SEAL]

ATTEST:

Johnna Williams, City Clerk

FOURTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of September 15, 2020

Between

**SECURITY BANK OF KANSAS CITY
As Trustee**

and

CITY OF NEVADA, MISSOURI

Related to

**\$2,875,000
CITY OF NEVADA, MISSOURI
REFUNDING CERTIFICATES OF PARTICIPATION
SERIES 2020**

**Evidencing Interests in
the Right to Receive Rental Payments
to Be Made by
City of Nevada, Missouri**

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FOURTH SUPPLEMENTAL INDENTURE OF TRUST

THIS FOURTH SUPPLEMENTAL INDENTURE OF TRUST, dated as of September 15, 2020 (the “Fourth Supplemental Indenture”), executed by **SECURITY BANK OF KANSAS CITY**, a state bank organized and existing under the laws of the State of Missouri and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Missouri, and having a corporate trust office located in Kansas City, Missouri, as trustee (the “Trustee”) and **CITY OF NEVADA, MISSOURI**, a home rule city and political subdivision of the State of Missouri (the “City”);

WITNESSETH:

WHEREAS, the City and the Trustee have previously entered into a Site Lease dated as of December 1, 2011 (the “Site Lease”), pursuant to which the City, as lessor, has leased to the Trustee, as lessee, certain land and the improvements thereon (the “Site”) to provide funds to finance the costs of expanding, constructing, improving, renovating, redeveloping, furnishing and equipping the City’s municipal buildings complex (the “Project,” together with the Site, the “Facilities”); and

WHEREAS, the Trustee and the City entered into a Lease Purchase Agreement dated as of December 1, 2011 (the “Original Lease”), to provide for the lease of the Facilities from the Trustee back to the City on an annually renewable basis in consideration of Rental Payments to be paid thereunder and upon the terms and conditions therein provided; and

WHEREAS, in order to provide funds to finance the costs related to the Project, the City and the Trustee entered into an Indenture of Trust dated as of December 1, 2011 (the “Original Indenture,” collectively with the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture (each defined herein) and this Fourth Supplemental Indenture, the “Indenture”), to provide for the delivery of the City of Nevada, Missouri Certificates of Participation Series 2011 (the “Series 2011 Certificates”), evidencing interests in the right to receive Rental Payments and other payments, revenues and receipts to be derived under the Original Lease or the Original Indenture; and

WHEREAS, pursuant to a First Supplemental Indenture of Trust (the “First Supplemental Indenture”) between the Trustee and the City and a First Supplemental Lease Purchase Agreement (the “First Supplemental Lease”) between the Lessor and the City, the Trustee has delivered the City’s Refunding and Improvement Certificates of Participation, Series 2012 (the “Series 2012 Certificates”) to provide funds to complete the Project and to refund the principal and interest payments with respect to the Series 2011 Certificates due on December 1, 2012; and

WHEREAS, pursuant to a Second Supplemental Indenture of Trust (the “Second Supplemental Indenture”) between the Trustee and the City and a Second Supplemental Lease Purchase Agreement (the “Second Supplemental Lease”) between the Lessor and the City, the Trustee has delivered the City’s Refunding Certificates of Participation, Series 2013 (the “Series 2013 Certificates”) to provide funds to refund the principal payment with respect to the Series 2011 Certificates due on December 1, 2013; and

WHEREAS, pursuant to a Third Supplemental Indenture of Trust (the “Third Supplemental Indenture”) between the Trustee and the City and a Third Supplemental Lease Purchase Agreement (the “Third Supplemental Lease”) between the Lessor and the City, the Trustee has delivered the City’s Refunding Certificates of Participation, Series 2014 (the “Series 2014 Certificates”) to provide funds to refund the principal payment with respect to the Series 2011 Certificates due on December 1, 2014; and

WHEREAS, the City has determined that it is desirable to refund the Series 2011 Certificates remaining outstanding (the “Refunded Certificates”); and

WHEREAS, the City is authorized under the provisions of the laws of the State of Missouri and the Indenture to provide funds for such purpose; and

WHEREAS, **Section 207** of the Original Indenture allows Additional Certificates to be delivered without the consent of the Owners of the Series 2011 Certificates for the purpose of providing funds for such additional purposes as the City may deem necessary so long as the total principal amount of all Certificates then Outstanding under the Indenture does not exceed \$4,900,000, and the City and the Trustee are authorized under the Original Indenture to issue Additional Certificates secured by the Indenture on parity with the Series 2012 Certificates, the Series 2013 Certificates and the Series 2014 Certificates for the purposes described herein; and

WHEREAS, the City and the Trustee will, pursuant to this Fourth Supplemental Indenture, authorize the sale of the City of Nevada, Missouri Refunding Certificates of Participation Series 2020, in the principal amount of \$2,875,000 (the “Series 2020 Certificates,” together with the Series 2012 Certificates, the Series 2013 Certificates, the Series 2014 Certificates and the Series 2020 Certificates, together with any Additional Certificates hereafter delivered as provided in the Indenture being collectively the “Certificates”), evidencing interests in the right to receive Rental Payments and other payments, revenues and receipts to be derived under the Lease or the Indenture; and

WHEREAS, the Trustee and the City have entered into a Fourth Supplemental Lease Purchase Agreement of even date herewith (the “Third Supplemental Lease,” collectively with the Original Lease, the First Supplemental Lease, the Second Supplemental Lease and the Third Supplemental Lease being the “Lease”), to provide for an amended Schedule of Rental Payments and Purchase Price and for other terms and conditions therein provided; and

WHEREAS, all things necessary for this Fourth Supplemental Indenture to constitute a valid and legally binding pledge of the Trust Estate made in the Original Indenture for the security of the payment of the Series 2020 Certificates delivered hereunder, have been done and performed, and the execution and delivery of this Fourth Supplemental Indenture and the execution and delivery of the Series 2020 Certificates, subject to the terms hereof, have in all respects been duly authorized by the City and the Trustee.

NOW, THEREFORE, to declare the terms and conditions upon which the Series 2020 Certificates are to be authenticated and delivered and to secure the payment of the Series 2020 Certificates Outstanding under the Indenture from time to time according to its tenor and effect, and in consideration of the premises, the purchase and acceptance of the Series 2020 Certificates by the owners thereof, the Trustee covenants and agrees, for the equal and proportionate benefit of the respective owners of the Series 2020 Certificates, that the Series 2020 Certificates are to be authenticated and delivered and the Trust Estate is to be held and applied by the Trustee as provided in the Indenture, subject to the further covenants, conditions and trusts hereinafter set forth, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. For all purposes of this Fourth Supplemental Indenture, except as otherwise provided or unless the context otherwise requires, the following words and terms used in this Fourth

Supplemental Indenture shall have the following meanings set forth in this Section. Any words and terms defined herein that are not already defined in the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture or the Third Supplemental Indenture are intended to supplement the definitions contained therein. Any words and terms defined herein that are already defined in the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and/or the Third Supplemental Indenture are intended to replace and supersede such definitions already contained therein. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Original Indenture, as amended by the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture. If any of the following definitions conflict with the definitions already set forth in the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and/or the Third Supplemental Indenture, the definitions set forth herein shall take precedence:

“Certificates” means the Series 2012 Certificates, the Series 2013 Certificates, the Series 2014 Certificates, the Series 2020 Certificates and any Additional Certificates executed and delivered pursuant to the Indenture.

“Debt Service Reserve Requirement” means (a) with respect to the Series 2020 Certificates, the sum of \$-0-, plus (b) with respect to the Series 2014 Certificates, the sum of \$-0-, plus (c) with respect to the Series 2013 Certificates, the sum of \$-0-, plus (d) with respect to the Series 2012 Certificates, the sum of \$-0-, plus (e) with respect to any series of Additional Certificates, the amount specified in the Supplemental Indenture authorizing such series of Additional Certificates.

“First Supplemental Indenture” means the First Supplemental Indenture of Trust dated as of November 1, 2012 and executed by the Trustee and the City.

“First Supplemental Lease” means the First Supplemental Lease Purchase Agreement dated as of November 1, 2012 between the Trustee, as Lessor, and the City

“Fourth Supplemental Indenture” means this Fourth Supplemental Indenture of Trust executed by the Trustee and the City.

“Fourth Supplemental Lease” means the Fourth Supplemental Lease Purchase Agreement dated as of the date hereof between the Trustee, as Lessor, and the City.

“Indenture” means the Original Indenture, as the same may from time to time be amended or supplemented in accordance with its terms, including by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and this Fourth Supplemental Indenture.

“Lease” means the Original Lease between the Trustee, as lessor, and the City, as lessee, and any amendments and supplements thereto, including the First Supplemental Lease, the Second Supplemental Lease, the Third Supplemental Lease and the Fourth Supplemental Lease.

“Original Indenture” means the Indenture of Trust dated as of December 1, 2011 between the Trustee and the City related to the Certificates.

“Original Lease” means the Lease Purchase Agreement dated as of December 1, 2011 between the City, as lessee, and the Trustee, as lessor.

"Purchaser" means Cedar Rapids Bank and Trust Company, Cedar Rapids, Iowa, with respect to the Series 2020 Certificates.

"Refunded Certificates" means the City of Nevada, Missouri Certificates of Participation, Series 2011 issued and delivered under the Original Indenture.

"Second Supplemental Indenture" means the Second Supplemental Indenture of Trust dated as of November 1, 2013 and executed by the Trustee and the City.

"Second Supplemental Lease" means the Second Supplemental Lease Purchase Agreement dated as of November 1, 2013 between the Trustee, as Lessor, and the City.

"Series 2020 Certificates" means the City of Nevada, Missouri Refunding Certificates of Participation Series 2020 issued and delivered under this Fourth Supplemental Indenture.

"Tax Compliance Agreement" means, (1) with respect to the Series 2012 Certificates, the Tax Compliance Agreement related to the Series 2012 Certificates, (2) with respect to the Series 2013 Certificates, the Tax Compliance Agreement related to the Series 2013 Certificates, (3) with respect to the Series 2014 Certificates, the Tax Compliance Agreement related to the Series 2014 Certificates, and (4) with respect to the Series 2020 Certificates, the Tax Compliance Agreement between the City and the Trustee related to the Series 2020 Certificates, as from time to time amended in accordance with the respective provisions thereof.

"Third Supplemental Indenture" means the Third Supplemental Indenture of Trust dated as of November 1, 2014 between the Trustee and the City.

"Third Supplemental Lease" means the Third Supplemental Lease Purchase Agreement dated as of November 1, 2014 between the Trustee, as lessor, and the City.

"Trustee" means Security Bank of Kansas City, Kansas City, Kansas, and its successors and assigns, as successor trustee.

Section 1.02. General Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint-stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

The words "herein," "hereby," "hereunder," "hereof," "hereto," "hereinbefore," "hereinafter" and other equivalent words refer to this Indenture and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

Reference herein to a particular article or a particular section, exhibit, schedule or appendix shall be construed to be a reference to the specified article or section hereof or exhibit, schedule or appendix hereto unless the context or use clearly indicates another or different meaning or intent.

Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

The table of contents, captions and headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

Section 1.03. Execution in Counterparts. This Fourth Supplemental Indenture may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

Section 1.04. Severability. If any provision of this Fourth Supplemental Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Fourth Supplemental Indenture contained shall not affect the remaining portions of this Fourth Supplemental Indenture, or any part thereof.

Section 1.05. Date of Fourth Supplemental Indenture. The dating of this Fourth Supplemental Indenture is intended for the convenient identification of this Fourth Supplemental Indenture only and is not intended to indicate that this Fourth Supplemental Indenture was executed and delivered on said date, this Fourth Supplemental Indenture being executed and delivered and becoming effective simultaneously with the initial delivery of the Series 2020 Certificates.

Section 1.06. Governing Law. This Fourth Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of Missouri.

ARTICLE II

THE SERIES 2020 CERTIFICATES

Section 2.01. General Provisions Concerning the Series 2020 Certificates.

(a) There shall be initially delivered and secured by the Indenture a series of Certificates in the principal amount of \$2,875,000 for the purpose of providing funds, together with other available funds of the City, to current refund the Refunded Certificates and to pay certain costs related to the authorization, execution and delivery of the Series 2020 Certificates. Said series of Series 2020 Certificates shall be designated "City of Nevada, Missouri Refunding Certificates of Participation, Series 2020" (herein called the "Series 2020 Certificates"). The Series 2020 Certificates shall be dated their date of delivery, shall become due on December 1 in the years and in the respective principal amounts (subject to prepayment as hereinafter provided in **Article III**), and shall bear interest at the respective rates per annum, as follows:

SERIES 2020 CERTIFICATES

Maturity Date	Principal	Interest
---------------	-----------	----------

<u>December 1</u>	<u>Amount</u>	<u>Rate</u>
2031	\$2,875,000	2.75%

(b) The Series 2020 Certificates shall bear interest at the rate aforesaid (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Payment Date to which interest has been paid or duly provided for, payable on June 1 and December 1 in each year, beginning on December 1, 2020.

(c) The Series 2020 Certificates shall be delivered in the form of fully registered Certificates without coupons in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof, numbered from 1 consecutively upward in order of delivery, or in such other manner approved by the Trustee.

(d) The Principal Component or redemption price of the Series 2020 Certificates shall be paid at maturity by check, draft or electronic transfer to the Person in whose name such Series 2020 Certificates are registered on the Register. The Principal Component or redemption price of and Interest Component on the Series 2020 Certificates shall be paid other than at maturity to the Person in whose name the Series 2020 Certificates are registered on the Register on the Record Date thereof by check, draft or electronic transfer as described herein for the payment of interest. Upon payment other than at maturity without presentation of the Series 2020 Certificates, the Trustee shall record the amount of such principal payment on the registration books for the Series 2020 Certificates maintained by the Trustee on behalf of the City. If the Series 2020 Certificates are presented to the Trustee for such payment, the Trustee shall also record the amount of such principal payment on the registration books for the Series 2020 Certificates maintained by the Trustee on behalf of the City. Notwithstanding the foregoing, the registration books maintained by the Trustee shall be the official record of the principal amount on the Series 2020 Certificates at any time, and the Owner is not required to present the Series 2020 Certificates for action by the Trustee with each payment of principal on the Series 2020 Certificates other than for payments at maturity. The records of the Trustee related to the principal amount Outstanding from time to time shall be conclusive, absent manifest error.

(e) The Trustee shall execute the Series 2020 Certificates in the manner set forth in Section 2.03 of the Original Indenture, but prior to or simultaneously with the delivery of the Series 2020 Certificates by the Trustee to the Purchaser thereof, there shall be filed with the Trustee the following:

(1) An original or certified copy of the Ordinance adopted by the governing body of the City authorizing the execution and delivery of the Tax Compliance Agreement, the Fourth Supplemental Lease and the Fourth Supplemental Indenture;

(2) An original executed counterpart of the Fourth Supplemental Indenture, the Fourth Supplemental Lease and the Tax Compliance Agreement;

(3) A request and authorization to the Trustee, on behalf of the City, executed by the authorized City Representative, to authenticate the Series 2020 Certificates and to deliver said Series 2020 Certificates to the Purchaser therein identified upon payment to the Trustee, for the account of the City, of the purchase price thereof as specified therein. The Trustee shall be entitled to conclusively rely upon such request and authorization as to the name of the Purchaser and the amount of such purchase price;

(4) An Opinion of Special Counsel to the effect that the delivery of the Series 2020 Certificates will not cause the interest on any Certificates then Outstanding to become includable in gross income for federal income tax purposes; and

(5) Such other certificates, statements, receipts, opinions and documents as the Trustee or Special Counsel shall reasonably require for the delivery of the Series 2020 Certificates.

When the documents specified above shall have been filed with the Trustee, the Trustee shall execute and deliver the Series 2020 Certificates to or upon the order of the Purchaser but only upon payment to the Trustee of the purchase price of the Series 2020 Certificates. The proceeds of the sale of the Series 2020 Certificates, including accrued interest and premium thereon, if any, shall be immediately paid and applied as provided in **Article IV** hereof.

(f) The Series 2020 Certificates represent the Interest Component and Principal Component of the Rental Payments payable with respect thereto and shall be on a parity with the other Certificates as to the entire Trust Estate, subject to the terms of the Indenture.

(g) The Owner of the Series 2020 Certificates shall have the right at any time to assign, transfer or convey the Series 2020 Certificates in whole, but not in part, but no such assignment, transfer or conveyance shall be effective unless and until such registered owner has delivered to the Trustee such Series 2020 Certificates for cancellation, accompanied by an executed written instrument of transfer in a form approved by the Trustee and delivered to the City and the Trustee written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the registered owner or (ii) a bank, insurance company or other financial institution. The Owner requesting such exchange will be required to pay any tax or other governmental charge required to be paid with respect to such exchange. No exchange of the Series 2020 Certificates shall be required of the Trustee after such Series 2020 Certificates have been called for prepayment. In the event any Owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may make a charge against such 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, such amount may be deducted by the Trustee from amounts otherwise payable to such Owner hereunder or under the Series 2020 Certificates.

ARTICLE III

PREPAYMENT

Section 3.01. Prepayment Provisions.

Optional Prepayment. The Series 2020 Certificates shall be subject to prepayment prior to maturity, upon written instructions from the City, in whole or in part at any time, at a prepayment price of 100% of the principal amount thereof, plus accrued interest thereon to the prepayment date.

Mandatory Prepayment. The Series 2020 Certificates or portions thereof, shall be subject to mandatory prepayment prior to their stated maturities at a prepayment price of 100% of the principal amount so prepaid plus accrued interest thereon to the prepayment date, without premium, in the following principal amounts and on the following dates:

<u>Prepayment Date</u>	<u>Amount</u>
12/1/2020	\$215,000
6/1/2021	105,000
12/1/2021	105,000
6/1/2022	105,000
12/1/2022	110,000
6/1/2023	110,000
12/1/2023	110,000
6/1/2024	115,000
12/1/2024	115,000
6/1/2025	115,000
12/1/2025	120,000
6/1/2026	120,000
12/1/2026	120,000
6/1/2027	125,000
12/1/2027	125,000
6/1/2028	130,000
12/1/2028	125,000
6/1/2029	135,000
12/1/2029	130,000
6/1/2030	130,000
12/1/2030	135,000
6/1/2031	135,000
12/1/2031	140,000 *

*Final Maturity

The Trustee shall in each year in which such Certificates are to be prepaid pursuant to the terms of the foregoing paragraph make timely selection of such Certificates or portions thereof and shall give notice thereof as hereinafter provided without further instructions from the City.

If permitted by law, moneys deposited in the Debt Service Fund in excess of amounts necessary to pay amounts representing Principal and Interest Components with respect to the Certificates coming due on or prior to the next ensuing Certificate Payment Date may be used at any time to purchase Term Certificates in the open market, to the extent practical, at the written instruction of the City at a price not in excess of 100% of the principal amount thereof and to pay interest accrued on such Term Certificates so purchased at the specified rate thereon to the date of purchase.

At its option, to be exercised on or before the 45th day next preceding any mandatory prepayment date, the City may (i) deliver to the Trustee for cancellation Term Certificates in any aggregate principal amount desired or (ii) receive a credit in respect to the mandatory prepayment obligation provided above for the respective Term Certificates of the same maturity which prior to such date shall have been purchased or prepaid (other than through the operation of such mandatory prepayment provisions as aforesaid) and canceled by the Trustee and not theretofore applied against such mandatory prepayment obligation. Each Term Certificate so delivered or previously purchased or prepaid as described in the immediately preceding sentence shall be credited at 100% of the principal amount thereof against the obligation to prepay Term Certificates of the same maturity on the next succeeding mandatory prepayment date pursuant to this subsection and any excess of such amount shall be credited on future mandatory prepayment obligations for Term Certificates pursuant to this subsection in chronological order. If the City intends to exercise the option granted by clauses (i) or (ii) above, the City shall,

on or before the 45th day next preceding each mandatory prepayment date, furnish the Trustee a certificate signed by a City Representative indicating to what extent said provisions of clauses (i) and (ii) are to be applied in respect to such mandatory prepayment requirement and the Term Certificates to be cancelled.

ARTICLE IV

DELIVERY OF SERIES 2020 CERTIFICATES; FUNDS; APPLICATION OF CERTIFICATE PROCEEDS AND OTHER MONEYS

Section 4.01. Establishment of Funds. There are hereby ratified with the Trustee the following funds:

- (a) Costs of Issuance Fund;
- (b) Certificate Payment Fund;
- (c) Prepayment Fund; and
- (d) Rebate Fund.

All funds identified above shall be held by the Trustee in trust for the benefit of the Certificate Owners. The money in all of the Funds shall be applied as hereinafter provided. Separate subaccounts shall be established for each series of Certificates, to the extent that each Fund is applicable to the series of Certificates, or as otherwise required by the Indenture. Moneys in a subaccount for a series of Certificates shall be transferred to the same subaccount in another Fund for the same series of Certificates unless otherwise directed by the Indenture.

Section 4.02. Application of Series 2020 Certificate Proceeds and Other Moneys.

The proceeds of the sale and delivery of the Series 2020 Certificates shall be deposited as follows:

- (a) To the subaccount in Certificate Payment Fund for the Series 2011 Certificates, a sum equal to the principal of and interest on Refunded Certificates outstanding when due and when called for prepayment prior to maturity.
- (b) To the Costs of Issuance Fund, the remaining proceeds from the sale of the Series 2020 Certificates.

Section 4.03. Disbursements from the Costs of Issuance Fund. The Trustee shall pay Costs of Delivery related to the Series 2020 Certificates from the Costs of Issuance Fund upon request by the City. The Trustee shall maintain adequate records pertaining to the Costs of Issuance Fund and all disbursements therefrom. The Trustee may rely conclusively on any request by the City relating to the Costs of Issuance Fund and shall not be required to make any independent investigation in connection therewith. As soon as practicable after the Costs of Delivery have been paid or in any event, not later than December 1, 2020, any balance remaining in the Costs of Issuance Fund from the proceeds of the Series 2020 Certificates shall be transferred without further authorization to the Certificate Payment Fund.

ARTICLE V

MISCELLANEOUS

Section 5.01. Indenture Binding Upon Parties and Successors. This Fourth Supplemental Indenture shall inure to the benefit of and shall be binding upon the City and the Trustee and their respective successors and assigns, subject to the limitations contained herein.

Section 5.02. Applicability of Indenture. Except as otherwise provided in this Fourth Supplemental Indenture, the provisions of the Original Indenture are hereby ratified, approved and confirmed and incorporated herein and shall be applicable to the authorization, execution, authentication, issuance, redemption, payment and delivery of the Series 2020 Certificates, the custody and the distribution of the proceeds and the security, payment, and enforcement of payment thereof. This Fourth Supplemental Indenture shall be construed as having been authorized, executed and delivered under the provisions of **Section 901(i)** of the Original Indenture.

Section 5.03. Electronic Transaction. The arrangement described herein may be conducted and related documents may be stored, sent and received by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 5.04. No Book-Entry. Notwithstanding any references to “Cede & Co.,” “DTC,” “Participants,” “Securities Depository,” Replacement Certificates” or any other terms related to book-entry transfer and registration in the Indenture, Lease Agreement or Site Lease, the Series 2020 Certificates shall be delivered in physical, non-book-entry form.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Trustee has caused this Indenture to be signed in its name and behalf and its official seal to be hereunto affixed and attested by its duly authorized officers, all as of the date first above written.

**SECURITY BANK OF KANSAS CITY
as Trustee**

(Seal)

By: _____
Name:
Title:

ATTEST:

Name:
Title:

THE TERMS AND PROVISIONS OF THIS FOURTH SUPPLEMENTAL INDENTURE ARE HEREBY CONSENTED AND AGREED TO AND THE CITY OF NEVADA, MISSOURI HEREBY ACCEPTS ALL OBLIGATIONS IMPOSED UPON IT UNDER THIS FOURTH SUPPLEMENTAL INDENTURE, ALL AS OF SEPTEMBER 15, 2020.

CITY OF NEVADA, MISSOURI

By: _____
Mayor

(Seal)

ATTEST:

City Clerk

SCHEDULE 1

LEGAL DESCRIPTION OF THE FACILITIES

The following described real estate situated in the County of Vernon, State of Missouri:

NORTH PARCEL

TRACT 1:

THE WEST HALF OF THE SOUTH 211 FEET OF FRACTIONAL BLOCK EIGHTEEN (18) OF ORIGINAL TOWN OF NEVADA. ALSO, ALL OF FRACTIONAL LOT TWO (2) IN BLOCK TWELVE (12) OF HOWELL'S ADDITION, LYING BETWEEN LOT THREE (3) BLOCK 12 HOWELL'S ADDITION AND THE SOUTH HALF OF BLOCK 18, ORIGINAL TOWN OF NEVADA, VERNON COUNTY, MISSOURI.

TRACT 2:

ALL OF LOTS THREE (3) AND FOUR (4) IN BLOCK TWELVE (12) OF HOWELL'S ADDITION TO THE CITY OF NEVADA, VERNON COUNTY, MISSOURI.

SOUTH PARCEL

TRACT 1:

ALL OF FRACTIONAL BLOCK NINETEEN (19) OF ORIGINAL TOWN OF NEVADA, MISSOURI.

TRACT 2:

ALL OF LOTS ONE (1), TWO (2), THREE (3), AND FOUR (4), TOGETHER WITH ALL OF FRACTIONAL LOTS ONE (1) AND TWO (2) OF BLOCK THIRTEEN (13) OF HOWELL'S ADDITION TO THE CITY OF NEVADA, VERNON COUNTY, MISSOURI.

EXHIBIT A

(FORM OF CERTIFICATE OF PARTICIPATION)

THIS CERTIFICATE MAY ONLY BE TRANSFERRED IN WHOLE, BUT NOT IN PART, IN ACCORDANCE WITH THE RESTRICTIONS APPLICABLE TO TRANSFERS OF THE CERTIFICATE PROVIDED IN THE INDENTURE AND THIS CERTIFICATE.

**Registered
No. _____**

**Registered
\$ _____**

**CITY OF NEVADA, MISSOURI
REFUNDING CERTIFICATES OF PARTICIPATION
SERIES 2020**

Interest Rate

2.750%

Maturity Date

December 1, 2031

Certificate Date

September __, 2020

Registered Owner: CEDAR RAPIDS BANK AND TRUST COMPANY

Principal Sum: TWO MILLION EIGHT HUNDRED SEVENTY FIVE THOUSAND DOLLARS

THIS IS TO CERTIFY that the Registered Owner shown above of this Refunding Certificate of Participation (the "Certificate") is the owner of the undivided interest in the right to receive Rental Payments (hereinafter described) from City of Nevada, Missouri, as lessee (the "City"), under an annually renewable Lease Purchase Agreement dated as of December 1, 2011, as amended and supplemented, including by a Fourth Supplemental Lease Purchase Agreement dated as of September 15, 2020, (collectively, the "Lease"), between the City, as lessor and SECURITY BANK OF KANSAS CITY, Kansas City, Kansas, as Trustee (the "Trustee"). Payments under the Lease and this Certificate are secured by a pledge and assignment by the City of all of the City's rights and interest under the Lease and Site Lease dated as of December 1, 2011, as amended and supplemented from time to time in accordance with the provisions thereof (the "Site Lease"), between the City and the Trustee, pursuant to a Trust Indenture dated as of December 1, 2011, as amended and supplemented, including a Fourth Supplemental Indenture of Trust dated as of September 15, 2020 (collectively, the "Indenture") between the Trustee and the City.

THE REGISTERED OWNER of this Certificate is entitled to receive, subject to the terms of the Lease and the Indenture, on the Payment Date specified above in accordance with the payment schedule attached as Exhibit A hereto, or if selected for prepayment, on the prepayment date, the Principal Sum specified above, representing a portion of the Rental Payments designated as principal coming due on the Payment Date, and to receive from the Certificate Date shown above or from the most recent date to which the same has been paid, the Registered Owner's proportionate share of Rental Payments designated as interest semi-annually thereafter on June 1 and December 1 of each year beginning December 1, 2020 (each a "Payment Date") to and including the Payment Date or the prepayment date, whichever is earlier. The proportionate share of the Rental Payments designated as

interest is computed on the Principal Sum specified above at the Interest Rate specified above on the basis of a 360-day year of twelve 30-day months.

SAID AMOUNTS are payable in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts. The amounts representing the Principal Component or redemption price shall be paid on each principal Payment Date by check, draft or electronic transfer to the Person in whose name such Certificate is registered on the Register. The principal or redemption price of and interest on the Certificate shall be paid other than at maturity to the Person in whose name the Certificate is registered on the Register on the Record Date thereof by check or draft or electronic transfer as described herein for the payment of interest. Upon payment other than at maturity without presentation of the Certificate, the Trustee shall record the amount of such principal payment on the registration books for the Certificate maintained by the Trustee on behalf of the City. If any Certificate is presented to the Trustee for such payment, the Trustee shall also record the amount of such principal payment on the registration books for the Certificate maintained by the Trustee on behalf of the City. Notwithstanding the foregoing, the registration books maintained by the Trustee shall be the official record of the principal amount on the Certificate at any time, and the Owner is not required to present the Certificate for action by the Trustee with each payment of principal on the Certificate other than for payments at maturity. The records of the Trustee related to the principal amount Outstanding from time to time shall be conclusive, absent manifest error.

NEITHER THE RENTAL PAYMENTS NOR ANY OTHER AMOUNTS DUE UNDER THE LEASE CONSTITUTE A DEBT, A GENERAL OBLIGATION OR A LIABILITY OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY IS PLEDGED TO THE PAYMENT OF THE RENTAL PAYMENTS OR ANY OTHER AMOUNTS DUE UNDER THE LEASE. THE REGISTERED OWNER SHALL NOT HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE TAXING POWER OF THE CITY FOR THE PAYMENT OF THE PRINCIPAL COMPONENT AND INTEREST COMPONENT OF RENTAL PAYMENTS UNDER THE LEASE REPRESENTED BY THIS CERTIFICATE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE LEASE.

This Certificate is a duly authorized series of certificates of participation designated “City of Nevada, Missouri Refunding Certificates of Participation Series 2020” (the “Certificates”), in the aggregate amount of \$2,875,000, evidencing proportionate interests of the owners thereof in Rental Payments to be made by the City pursuant to the Lease.

This Certificate has been executed by the Trustee pursuant to and is governed by the terms of the Indenture. Copies of the Lease and the Indenture are on file at the office of the City and at the payment office of the Trustee. Reference to the Site Lease, the Lease and the Indenture and any and all amendments and supplements thereto is made for a description of the pledges and covenants of the City securing the Rental Payments, the nature, extent and manner of enforcement of such pledges and covenants and the rights and the terms and conditions upon which the Certificate is delivered thereunder.

The Indenture permits certain amendments or supplements to the Indenture and the Lease that do not materially adversely affect the security for the Certificate owners to be made without the consent of or notice to the Certificate owners, certain other amendments or supplements thereto to be made with the consent of the Owners of not less than a majority in aggregate principal amount of the Certificates then outstanding and other amendments or supplements thereto to be made only with the consent of all Certificate owners.

The Certificate is subject to prepayment prior to maturity upon instructions from the City, as a whole or in part at any time, at a prepayment price of 100% of the principal component of the Rental Payments represented by the Certificates being prepaid, plus the interest component of the Rental Payments accrued to the prepayment date.

The Certificate is subject to mandatory prepayment at a prepayment price of 100% of the principal amount thereof to be prepaid, plus accrued interest thereon to the prepayment date, on the dates and in the amounts described in the Indenture.

Within a maturity, a Certificate to be prepaid shall be selected for prepayment by the Trustee by lot or in such other equitable manner as the Trustee may determine.

If the Certificate is to be prepaid, notice thereof will be given by first class mail, postage prepaid, mailed at least 30 days prior to the prepayment date to the registered owner of the Certificate to be prepaid. The Certificate for which notice of prepayment is given will cease to bear interest on the specified prepayment date (provided moneys or certain securities for their prepayment are on deposit at the place of payment at that time), shall cease to be entitled to any benefit or security under the Indenture and shall no longer be deemed to be outstanding under the Indenture.

The Owner hereof shall have the right at any time to assign, transfer or convey the Certificate in whole, but not in part, but no such assignment, transfer or conveyance shall be effective as against the City unless and until such registered owner has delivered to the City written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the registered owner or (ii) a bank, insurance company or other financial institution.

The Certificate may be delivered in the form of fully registered Certificate in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof. The Certificate, upon surrender thereof at the payment office of the Trustee with a written request for exchange satisfactory to the Trustee duly executed by the registered owner or his attorney-in-fact duly authorized in writing, may be exchanged for an equal aggregate principal amount of fully registered Certificate of any authorized denomination of the same maturity. No service charge shall be made for any transfer or exchange of Certificate, but the Trustee may require payment of any tax or governmental charge in connection therewith.

THE TRUSTEE has no obligation or liability to the registered owners of the Certificate to make payments of principal or interest with respect to the Certificate. The Trustee's sole obligations are to administer, for the benefit of the registered owners thereof, the various funds and accounts established under the Indenture.

THE LESSEE has certified, recited and declared that all acts, conditions and things required by the Constitution and statutes of the State of Missouri, and the Lease to exist, to have happened and to have been performed precedent to the delivery of the Lease, exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be executed by an authorized signatory as of the date set forth above.

SECURITY BANK OF KANSAS CITY,
not in its individual capacity but solely as
Trustee under the Indenture

By: _____
Authorized Signatory

[FORM OF ASSIGNMENT]

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

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

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

Dated: _____

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

Medallion Signature Guarantee:

EXHIBIT A
PAYMENT SCHEDULE

FOURTH SUPPLEMENTAL LEASE PURCHASE AGREEMENT

between

**SECURITY BANK OF KANSAS CITY,
as Lessor/Grantor**

and

**CITY OF NEVADA, MISSOURI,
as Lessee/Grantee**

Dated as of September 15, 2020

Grantor Address: 701 Minnesota Avenue, Suite 206, Kansas City, Kansas 66101
Grantee Address: 110 South Ash Street, Nevada, MO 64772
Legal Description starting on Page A-1

FOURTH SUPPLEMENTAL LEASE PURCHASE AGREEMENT

THIS FOURTH SUPPLEMENTAL LEASE PURCHASE AGREEMENT (the “Fourth Supplemental Lease”) dated as of September 15, 2020, by and between **SECURITY BANK OF KANSAS CITY**, a state banking corporation (the “Lessor/Grantor”), and **CITY OF NEVADA, MISSOURI**, a home rule city and political subdivision of the State of Missouri (the “Lessee/Grantee”).

WITNESSETH:

WHEREAS, the City and the Lessor have previously entered into a Site Lease dated as of December 1, 2011 (the “Site Lease”), pursuant to which the City leased to the Lessor certain land and the improvements thereon (the “Site”) to provide funds to finance the costs of expanding, constructing, improving, renovating, redeveloping, furnishing and equipping the City’s municipal buildings complex (the “Project,” together with the Site, the “Facilities”); and

WHEREAS, pursuant to a Lease Purchase Agreement dated as of December 1, 2011 (the “Original Lease Agreement”) between the Lessor and the City, the Lessor leased the Facilities to the City on an annually renewable basis in consideration of Rental Payments to be paid thereunder and upon the terms and conditions therein provided; and

WHEREAS, the Lessor, as Trustee (the “Trustee”) under an Indenture of Trust dated as of December 1, 2011 and executed by the Trustee and the City (the “Original Indenture”), delivered the City of Nevada, Missouri Certificates of Participation, Series 2011 (the “Series 2011 Certificates”) to provide funds to finance the costs of the Project; and

WHEREAS, pursuant to a First Supplemental Indenture of Trust (the “First Supplemental Indenture”) between the Trustee and the City and a First Supplemental Lease Purchase Agreement (the “First Supplemental Lease”) between the Lessor and the City, the Trustee has delivered the City’s Refunding and Improvement Certificates of Participation, Series 2012 (the “Series 2012 Certificates”) to provide funds to complete the Project and to refund the principal and interest payment with respect to the Series 2011 Certificates due on December 1, 2012; and

WHEREAS, pursuant to a Second Supplemental Indenture of Trust (the “Second Supplemental Indenture”) between the Trustee and the City and a Second Supplemental Lease Purchase Agreement (the “Second Supplemental Lease”) between the Lessor and the City, the Trustee has delivered the City’s Refunding Certificates of Participation, Series 2013 (the “Series 2013 Certificates”) to provide funds to refund the principal and interest payment with respect to the Series 2011 Certificates due on December 1, 2013; and

WHEREAS, pursuant to a Third Supplemental Indenture of Trust (the “Third Supplemental Indenture”) between the Trustee and the City and a Third Supplemental Lease Purchase Agreement (the “Third Supplemental Lease”) between the Lessor and the City, the Trustee has delivered the City’s Refunding Certificates of Participation, Series 2014 (the “Series 2014 Certificates”) to provide funds to refund the principal and interest payment with respect to the Series 2011 Certificates due on December 1, 2014; and

WHEREAS, the City desires to refund the Series 2011 Certificates (the “Refunded Certificates”) through the delivery of Additional Certificates under the Original Indenture as supplemented by the Fourth Supplemental Indenture of Trust dated as of September 15, 2020 (the “Fourth Supplemental Indenture,” with the Original Indenture, as amended and supplemented by the Third Supplemental Indenture, the Second Supplemental Indenture and the First Supplemental Indenture being the

“Indenture”) provide funds to refund the amount outstanding with respect to the Series 2011 Certificates; and

WHEREAS, concurrently with the delivery of the Fourth Supplemental Indenture the Lessee will enter into this Fourth Supplemental Lease, amending and supplementing the Original Lease (the Original Lease, and all supplements and amendments thereto, including this Fourth Supplemental Lease, being the “Lease”).

WHEREAS, the City is authorized under the provisions of the laws of the State of Missouri and the Original Indenture to provide funds for such purpose; and

WHEREAS, **Section 207** of the Original Indenture allows Additional Certificates to be delivered without the consent of the Owners of the Certificates for the purposes described above; and

WHEREAS, the City and the Trustee will, pursuant to the Fourth Supplemental Indenture, authorize the sale of the City of Nevada, Missouri Refunding Certificates of Participation Series 2020, in the principal amount of \$2,875,000 (the “Series 2020 Certificates,” together with the Series 2012 Certificates, the Series 2013 Certificate, the 2014 Certificate and any Additional Certificates hereafter delivered under and secured by the Indenture being collectively the “Certificates”), evidencing interests in the right of the registered owners thereof in Lease Revenues, including the right to receive a proportionate share of Rental Payments under the Lease.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to any words and terms defined elsewhere in this Fourth Supplemental Lease, capitalized words and terms as used in this Fourth Supplemental Lease shall have the meanings given to such words and terms in the Indenture.

Section 1.02. Rules of Construction.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) Wherever in this Fourth Supplemental Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this Fourth Supplemental Lease to designated “Articles”, “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein”, “hereof”, “hereunder” and other words of

similar import refer to this Fourth Supplemental Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Fourth Supplemental Lease shall not be treated as a part of this Fourth Supplemental Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

DELIVERY OF SERIES 2020 CERTIFICATES; USE OF PROCEEDS;

Section 2.01. Delivery of Series 2020 Certificates. For the purpose of providing funds to (a) refund the Refunded Certificates, and (b) pay all costs and expenses incidental to the delivery of the Series 2020 Certificates, the Lessor shall cause the Series 2020 Certificates to be executed and delivered pursuant to the Indenture and shall cause the proceeds from the sale thereof to be applied as provided in the Indenture.

Section 2.02. Schedule of Rental Payments and Purchase Price. The Schedule of Rental Payments and Purchase Price contained in Exhibit C attached to the Original Lease, as amended by the First Supplemental Lease, the Second Supplemental Lease and the Third Supplemental Lease is hereby deleted and replaced in its entirety with the Schedule of Rental Payments and Purchase Price attached to this Fourth Supplemental Lease as **Schedule I**.

ARTICLE III

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 3.01. Representations, Covenants and Warranties of the Lessee. The Lessee hereby represents, covenants and warrants for the benefit of the Lessor as follows:

(a) The Lessee has the power and authority to enter into the transactions contemplated by this Fourth Supplemental Lease and the other documents contemplated hereby to which it is a party and to carry out its obligations hereunder and thereunder. The Lessee has been duly authorized to execute and deliver this Fourth Supplemental Lease and such other documents and agrees that it will do or cause to be done all things necessary to preserve and keep this Fourth Supplemental Lease in full force and effect.

(b) The Lessee is not subject to any legal or contractual limitation or provision of any nature whatsoever which in any way limits, restricts or prevents the Lessee from entering into this Fourth Supplemental Lease and the other documents contemplated hereby to which it is a party or performing any of its obligations hereunder and thereunder.

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting the Lessee, nor to the best knowledge of the Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Fourth Supplemental Lease or any other agreement or instrument to which the Lessee is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Fourth Supplemental Lease. All authorizations, consents and approvals of governmental bodies or agencies required in

connection with the execution and delivery by the Lessee of this Fourth Supplemental Lease or any such other agreement or instruments in connection with the carrying out by the Lessee of its obligations hereunder or thereunder have been obtained.

(d) The entering into and performance of this Fourth Supplemental Lease or any other document or agreement contemplated hereby to which the Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any asset of the Lessee or on the Facilities except as herein or in the Indenture provided.

(e) All requirements have been met and procedures have occurred in order to ensure the enforceability of this Fourth Supplemental Lease.

(f) During the term hereof, the Facilities will be used by the Lessee only for the purpose of performing one or more essential governmental or proprietary functions (including related functions) of the Lessee or such other bodies consistent with the permissible scope of the Lessee's authority.

(g) The Lessee will comply with all applicable laws, rules, regulations, orders, directions and requirements of all governmental departments, bodies, bureaus, agencies and officers.

(h) Until the payment in full of the Certificates, the Lessee will from time to time, record, register and file all such notices, statements and other documents and take such other steps, including without limitation the amendment to any of the Lease, the Indenture and any other documents related to the Certificates and any instruments perfecting interests thereunder, as may be necessary or advisable to render fully valid and enforceable under all legal requirements the rights, liens and priorities of the Lessor with respect to all security from time to time furnished under the Lease, in such form and at such times as shall be satisfactory to the Lessor and the Trustee.

(i) Until the payment in full of the Certificates, the Lessee agrees not to create, incur, assume or permit to exist any mortgage, deed of trust, security interest (whether possessory or non-possessory) or other encumbrance of any kind (including without limitation the charge upon property purchased under conditional sale or other title retention agreement) in excess of \$10,000.00 upon or on the Facilities, other than (A) liens for taxes not delinquent or being contested as permitted hereunder; (B) liens in connection with workers' compensation, unemployment insurance or social security obligations; (C) mechanics', workmens', materialmens', landlords', carriers' or other like liens arising in the ordinary and normal course of business with respect to obligations which are not due or which are being contested hereunder; (D) liens in favor of the Lessor arising out of the transactions contemplated hereby; and (E) in connection with the grant of any mortgage, deed of trust, security interest or other encumbrance provided for the benefit of all Certificates at the time of delivery of Additional Certificates.

(j) The Lessee hereby agrees to comply with and punctually perform all of its obligations under the Site Lease, including all obligations imposed by law.

Section 3.02. Representations, Covenants and Warranties of the Lessor. The Lessor represents, covenants and warrants for the benefit of the Lessee and the Owners of the Certificates as follows:

(a) The Lessor has the power and authority to enter into the transactions contemplated by this Fourth Supplemental Lease and to carry out its obligations hereunder. The Lessor has been duly authorized to execute and deliver this Fourth Supplemental Lease.

(b) The Lessor is not subject to any legal or contractual limitation or provision of any nature whatsoever which in any way limits, restricts or prevents the Lessor from entering into this Fourth Supplemental Lease or performing any of its obligations hereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting the Lessor, nor to the best knowledge of the Lessor is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Fourth Supplemental Lease or any other agreement or instrument to which the Lessor is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Fourth Supplemental Lease. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessor of this Fourth Supplemental Lease or in connection with the carrying out by the Lessor of its obligations under this Fourth Supplemental Lease have been obtained.

(d) The Lessor will not pledge the Rental Payments, the Purchase Price, or any of its other rights hereunder and will not sell, assign, mortgage or encumber the Facilities, except as provided herein and under the Indenture. All property and moneys received by the Lessor from the Lessee hereunder and under the Indenture for the Owner or Owners of the Certificates will be applied for the benefit of such Owner or Owners.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Term of Fourth Supplemental Lease. This Fourth Supplemental Lease shall be effective concurrently with the initial delivery of the Series 2020 Certificates and shall continue in force and effect until all of the Series 2020 Certificates have been fully paid (or provision for their payment shall have been made in accordance with the Original Indenture) together with all other sums to which the Lessor and the Trustee are entitled from the Lessee under the Lease.

Section 4.02. Applicability of the Original Lease and the Fourth Supplemental Lease. Except as otherwise provided in this Fourth Supplemental Lease, the provisions of the Lease are hereby ratified, approved and confirmed and incorporated herein. This Fourth Supplemental Lease shall be construed as having been authorized, executed and delivered under the provisions of **Section 1001(f)** of the Original Indenture and **Section 13.1** of the Original Lease Agreement.

Section 4.03. Binding Effect. This Fourth Supplemental Lease shall be binding upon and shall inure to the benefit of the Lessor and the Lessee and their respective successors and assigns.

Section 4.04. Severability. If for any reason any provision of this Fourth Supplemental Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 4.05. Execution in Counterparts. This Fourth Supplemental Lease may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 4.06. Electronic Transaction. The arrangement described herein may be conducted and related documents may be stored, sent and received by electronic means. Copies, telecopies,

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

Section 4.07. Governing Law. This Fourth Supplemental Lease shall be governed by and construed in accordance with the laws of the State of Missouri.

EXHIBIT A

LEGAL DESCRIPTION OF THE FACILITIES

The following described real estate situated in the County of Vernon, State of Missouri:

NORTH PARCEL

TRACT 1:

THE WEST HALF OF THE SOUTH 211 FEET OF FRACTIONAL BLOCK EIGHTEEN (18) OF ORIGINAL TOWN OF NEVADA. ALSO, ALL OF FRACTIONAL LOT TWO (2) IN BLOCK TWELVE (12) OF HOWELL'S ADDITION, LYING BETWEEN LOT THREE (3) BLOCK 12 HOWELL'S ADDITION AND THE SOUTH HALF OF BLOCK 18, ORIGINAL TOWN OF NEVADA, VERNON COUNTY, MISSOURI.

TRACT 2:

ALL OF LOTS THREE (3) AND FOUR (4) IN BLOCK TWELVE (12) OF HOWELL'S ADDITION TO THE CITY OF NEVADA, VERNON COUNTY, MISSOURI.

SOUTH PARCEL

TRACT 1:

ALL OF FRACTIONAL BLOCK NINETEEN (19) OF ORIGINAL TOWN OF NEVADA, MISSOURI.

TRACT 2:

ALL OF LOTS ONE (1), TWO (2), THREE (3), AND FOUR (4), TOGETHER WITH ALL OF FRACTIONAL LOTS ONE (1) AND TWO (2) OF BLOCK THIRTEEN (13) OF HOWELL'S ADDITION TO THE CITY OF NEVADA, VERNON COUNTY, MISSOURI.

SCHEDULE I

**SCHEDULE OF RENTAL PAYMENTS AND
PURCHASE PRICE FOR SERIES 2012 CERTIFICATE**

<u>Rental Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	Option Purchase Price on Rental Payment Date through but excluding next <u>Rental Payment Date*</u>
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**SCHEDULE OF RENTAL PAYMENTS AND
PURCHASE PRICE FOR SERIES 2013 CERTIFICATE**

<u>Rental Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	Option Purchase Price on Rental Payment Date through but excluding next <u>Rental Payment Date*</u>
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**SCHEDULE OF RENTAL PAYMENTS AND
PURCHASE PRICE FOR SERIES 2014 CERTIFICATE**

<u>Rental Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	Option Purchase Price on Rental Payment Date through but excluding next <u>Rental Payment Date*</u>
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**SCHEDULE OF RENTAL PAYMENTS AND
PURCHASE PRICE FOR SERIES 2020 CERTIFICATES**

<u>Rental Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	Option Purchase Price on Rental Payment Date through but excluding next <u>Rental Payment Date*</u>
12/1/2020	\$215,000	\$14,714.41	
6/1/2021	105,000	36,575.00	
12/1/2021	105,000	35,131.25	
6/1/2022	105,000	33,687.50	
12/1/2022	110,000	32,243.75	
6/1/2023	110,000	30,731.25	
12/1/2023	110,000	29,218.75	
6/1/2024	115,000	27,706.25	
12/1/2024	115,000	26,125.00	
6/1/2025	115,000	24,543.75	
12/1/2025	120,000	22,962.50	
6/1/2026	120,000	21,312.50	
12/1/2026	120,000	19,662.50	
6/1/2027	125,000	18,012.50	
12/1/2027	125,000	16,293.75	
6/1/2028	130,000	14,575.00	
12/1/2028	125,000	12,787.50	
6/1/2029	135,000	11,068.75	
12/1/2029	130,000	9,212.50	
6/1/2030	130,000	7,425.00	
12/1/2030	135,000	5,637.50	
6/1/2031	135,000	3,781.25	
12/1/2031	140,000	1,925.00	