

Greene County Commission Briefing
Commission Office
1443 N. Robberson
August 21, 2018, 8:30 a.m.

Present: Chris Mericle, Kate Morris, Cindy Stein, Shane Schoeller, Justin Hill, Kevin Barnes, David Johnson, Jeff Scott, Tina Phillips, Mike Cagle, Lincoln Hough, Chris Coulter, Royce Denney, Jim Arnott, Harold Bengsch, Bob Cirtin (via video conference), Alissa Zhu, Michael Short and Karolyn Cline (via phone conference) and Rick McConnell (via phone conference).

Before the meeting was called to order, County Clerk Shane Schoeller called County Counselor John Housley to ensure that Commissioner Cirtin's participation in the meeting via video call was compliant with Sunshine Law. Housley advised that it was, because the public still had access to the meeting, which was posted in accordance with statutes. A roll call was held to confirm that Commissioner Bengsch, Commissioner Cirtin, and Commissioner Hough were all present.

Budget Officer Jeff Scott introduced Rick McConnell of Armstrong Teasdale LLP., and Michael Short of George K. Baum and Co., which are the two entities working on the bond the county is seeking for the financing of the jail and other projects. McConnell presented an order that, if signed by commission, would authorize the issuance of certificates of participation for an amount not to exceed \$70 million. The order also approves documents that include the lease of the jail facility, a lease back, and other agreements including those that deal with tax exemption which will result in a lower interest rate for the county. (Exhibit A)

According to Michael Short, the current market this week is experiencing a light week with about \$4 billion in supply. He said typically it is \$6 billion to \$7 billion. He said that it is beneficial to the county because it meant that there are fewer bonds for investors to be looking at and the county's bonds are highly rated and would be looked at very favorably. He said that while the cap for the county's certificates is at \$70 million in the order, they anticipate the sale to be around \$64.5 million because a lot of the bonds would be sold at a premium, which gets yields lower. He said it would still generate a \$69 million project fund. They are seeking a ten year call feature, which would give a date of Sept. 1, 2028. This was decided because a shorter call feature (eight years) would have resulted in higher yields. He said the final maturity would be Sept. 1, 2038. The true interest cost is capped at 4 percent, and currently premarket is showing it at 3.42 to 3.43 percent. Short said that this is an extraordinary interest rate for borrowing almost \$70 million. Commissioner Bengsch asked whether the rate would stay locked in if the commission does not vote to authorize the order today. Short said no, the rates would change, and that they have been steadily going up over the last six to eight months. He said it is a good reason for the Commission to authorize the bond sale now.

Sheriff Jim Arnott asked that if the County got the 20 year bond, would it be ineligible to go after another bond for the 20 year period. Short said that the County can go after other bonds and is nowhere near its limit on bonding.

Short said that this has been structured with a level principle structure because of the revenue the County is receiving from the new sales tax, so the debt service is initially a little higher and then slowly stair steps down over the years, allowing the County to pay off more principle faster, which saves the County millions of dollars in interest. Jeff Scott noted that when the County was assessed by Moody's, they were looking to see if half of the County's debt was paid off in ten years. The only way to achieve that, he said, is by having level principle. This will help ensure a higher rating with Moody's in the future.

Following up on the Sheriff's question, Commissioner Cirtin asked that, since the County is still in the process of determining how much the projects will cost, is there a time period the County would have to wait before seeking more bonding. Short confirmed that there is a 15 to 30 day limit during processing but other than that there isn't a time limit. He said the County is only limited on bonds by its ability to pay for them.

Short pointed out that it is possible to issue up to \$95 million total under this particular set of documents. In order to do that, the Commission would have to revisit and vote to make that adjustment. Currently, the jail is the sole collateral for the bond, and other collateral would be needed in order to accomplish an additional issuance, if deemed necessary, up to \$95 million. Scott noted that the County has a finite amount of revenue over 20 years and a carefully structured 20-year plan in the resolution (17-ACR tax spending resolution) ending with \$1.6 million in usable funds and at that point in time, the County had expenditures on an annual basis that were a little greater than revenues. He said the County would have one more year with the \$1.6 million being pulled down before the bond is paid off and the County starts to have excess revenues again. Scott said the jail is currently 68 percent of the total spending for the jail and jail staffing; and additional jail operating revenue is about \$487.1 million out of the funds. The county has already added about 3.6 million from finance savings in the resolution to pay for the equipment in cash without lowering the actual bond. From the salary restructure the County completed, there is still \$34 million in the plan to be used for infill and staffing that will need to be balanced out in 2024. If the County was to look at an extra \$10 million for the jail project, it wouldn't just cost \$10 million because it's going into a bond, which means there would also be 20 years' worth of interest to pay, Scott explained. That cost would actually be \$14.716 million over 20 years, he said. (Another two percent of total spending.) Scott said that in order for the County to do that with the funds planned out like they are, the County would have to take it from another promise made to taxpayers in the resolution. He said the other three areas probably subject to that would be mental health, Prosecuting Attorney staffing requests, or environmental mandates. Scott said he thinks the county is limited by the amount of income it has, as opposed to the cost of the projects.

Sheriff Arnott asked that, based on the Construction Manager At Risk not having enough time to give an estimate, how or when will it be known what the actual cost will be. Resource Management Director Kevin Barnes said a contract was made with the CMAR about two weeks ago, and they have only recently been able to see the product of some of the scoping meetings, so there were some things that weren't anticipated, which is pretty normal. He said he expects that they'll have numbers back from their vendors by the end of this week, and then they can process that. He said within the month the County will begin to see what the results are from the scoping meetings and make educated decisions about cuts then. Then the Commission will be presented with the information. Sheriff Arnott said he wanted to know why the County would be moving forward with the bonding process not knowing how much the project will cost.

He noted that the nature of these projects is that there is a domino effect in that certain projects cannot be started until other parts are completed. Barnes agreed that it is an iterative process.

All three Commissioners acknowledged that the County might have the capacity to bond more, but not the financial ability to pay for it without taking away from other priorities, an action none of the Commissioners find acceptable. (Those priorities are listed in a spreadsheet and 20-year financial plan attached to 17-ACR as exhibits A and B.) Commissioner Bengsch asked what the effect would be if they delayed approving the order for one month. Short said that it would result in higher interest rates and since this has already been placed on the Bloomberg calendar, investors would be significantly less interested if it was pulled and then put back on. Commissioner Cirtin said he felt that the sale of the bond is premature, and the County should wait until there are harder numbers from the construction company. He said this is akin to closing on a mortgage without knowing how much the house is going to cost. Commissioner Hough said that a better analogy for authorizing the bond sale would be borrowing money to build a house with a finite budget, using your money judiciously knowing that's all you have to spend. To keep it within budget, the County will have to work with the funds available, he said. Commissioner Cirtin said he understands the situation, but also wants to be wary of the mistake of scaling the jail down so much that it is no longer functional, which would go against what was promised to tax payers. Commissioner Bengsch stated that this is why he finds wisdom in the Commission's previous decision to hire a construction manager at risk, who will be responsible for keep the budget where they projected it to be.

Commissioner Cirtin asked for the opinion of Kevin Barnes and Sheriff Arnott before any motion was made. Barnes said he feels better knowing that there is an ability to adjust the bond if needed. Sheriff Arnott stated that he felt this bond sale is a little premature, but listening to all of the facts shared in the meeting made him feel comfortable with moving forward. Treasurer Justin Hill said he thought the concerns presented in the meeting were valid, but that he agreed with Commissioner Hough and Jeff Scott in that it's necessary to figure out what the County has to spend and then structure the project based on the budget. Auditor Cindy Stein said that, having heard all of the dialogue, she felt it is okay to move forward with the bond sale.

Commissioner Bengsch made a motion to approve the order approving the delivery of not to exceed \$70 million principle amount of certificates of participation for the purpose of providing financing for various capital projects of the County and authorizing and approving certain documents and actions in connection therewith. Commissioner Hough seconded the motion. The motion passed unanimously.

Aye: Bengsch, Cirtin, Hough. Nay: None. Absent: None. Abstain: None.

At 9:30 a.m. Commissioner Cirtin ended his video call. Michael Short, Karolyn Cline, and Rock McConnell ended the phone conference.

After a short break, Prosper Springfield Director Francine Pratt presented an update on the organization. She gave a preview of the new website and asked the Commission to consider budgeting \$20,000 toward Prosper Springfield in the 2019 budget. The Commission directed Jeff Scott to look into this possibility.

County Administrator Chris Coulter told the Commission that he had been working with the Community Foundation of Rogersville regarding insurance coverage for their upcoming festival. He also recently met with the City of Willard for updates on road projects.

With no further business, the meeting was adjourned.

COUNTY COMMISSION ORDER NO. _____**AN ORDER APPROVING THE DELIVERY OF NOT TO EXCEED \$70,000,000
PRINCIPAL AMOUNT OF CERTIFICATES OF PARTICIPATION FOR THE
PURPOSE OF PROVIDING FINANCING FOR VARIOUS CAPITAL PROJECTS
OF THE COUNTY AND AUTHORIZING AND APPROVING CERTAIN
DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.**

WHEREAS, the County Commission finds and determines that it is advantageous and in the best interests of Greene County, Missouri (the "County") that the County enter into certain transactions with BOKF, N.A., as trustee (the "Trustee") relating to the delivery of not to exceed \$70,000,000 principal amount of Greene County, Missouri, Certificates of Participation (Capital Projects), Series 2018 (the "Certificates"), for the purpose of providing for the financing of costs related to the design, construction, furnishing, equipping, acquisition and renovation of various capital projects in the County, including, but not limited, to the County's jail, operations center, juvenile courts and detention, and judicial courts facilities (collectively, the "Projects"); and

WHEREAS, in connection with the delivery of the Certificates, the County Commission authorizes the execution of: (a) a Ground Lease (the "Ground Lease"), between the County and the Trustee, pursuant to which the County will lease certain real property of the County and the improvements thereon (the "Leased Property") to the Trustee; and (b) a Lease Purchase Agreement (the "Lease"), pursuant to which the Trustee will lease the Leased Property to the County on an annually renewable basis and the County will make rental payments to the Trustee for the financing of the Projects; and

WHEREAS, the County Commission desires to authorize certain other documents and actions in connection therewith;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF
GREENE COUNTY, MISSOURI, AS FOLLOWS:**

Section 1. Approval of Delivery of the Certificates. The County hereby approves the delivery of the Certificates for the purpose of providing for the financing of the costs related to the Projects described herein and to pay the costs of issuing the Certificates, subject to the limits stated herein.

The Certificates (1) shall be delivered in a principal amount not to exceed \$70,000,000, (2) shall bear interest at various rates not to exceed a true interest cost of 4.0%, (3) shall have a final maturity not later than 2038, (4) shall have a weighted average maturity between 10 years and 13 years, (4) shall be subject to prepayment beginning not later than the year 2028, and (5) shall be sold to George K. Baum & Company (the "Underwriter") with an Underwriter's discount of 0.775% of the principal amount of the Certificates.

The Certificates shall be issued and secured pursuant to the herein approved Indenture. The 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 and the herein approved Certificate Purchase Agreement, subject to the limits stated herein.

Section 2. Authorization of Documents. The County is hereby authorized to enter into the following documents (the "County Documents"), in substantially the forms on file with the County, with

such changes therein as shall be approved by the officers of the County executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

- (a) Ground Lease between the County and the Trustee.
- (b) Lease between the Trustee and the County.
- (c) Continuing Disclosure Agreement (the "Continuing Disclosure Agreement"), between the County and BOKF, N.A., as Dissemination Agent.
- (d) Certificate Purchase Agreement (the "Purchase Agreement"), between the County and the Underwriter, as purchaser of the Certificates.
- (e) Indenture of Trust (the "Indenture") between the County and the Trustee.
- (f) Tax Compliance Agreement (the "Tax Compliance Agreement") between the County and the Trustee.

Section 3. Execution of Documents. The County is hereby authorized to enter into and the Presiding Commissioner, Commissioner District One, Commissioner District Two and the County Clerk of the County Commission are hereby authorized and directed to execute and deliver, on behalf of the County, the County Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order.

Section 4. Preliminary Official Statement and Official Statement. The County Commission hereby ratifies and approves the Preliminary Official Statement related to the Certificates, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Presiding Commissioner, Commissioner District One, and Commissioner District Two of the County Commission are hereby authorized to execute the Official Statement as so supplemented, amended and completed. The County Commission consents to the use and public distribution by the Underwriter of the Preliminary Official Statement and the final Official Statement in connection with the offering for sale of the Certificates. For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the County hereby deems the Preliminary Official Statement to be "final" as of its date except for the omission of certain information permitted by the Rule.

Section 5. Reimbursement. The County has previously made and expects to make capital expenditures after the date of the adoption of this Order in connection with the Projects, and the County intends to reimburse itself for such expenditures with proceeds of the Certificates consistent with County Resolution No. 18-FIN passed on August 2, 2018.

Section 6. No General Liability. The obligation of the County to make payments under the Lease is subject to annual appropriation and will constitute a current expense of the County. Neither the payments under the Lease nor the Indenture nor the Certificates will in any way be construed to be an indebtedness or liability of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the County, nor will anything contained in the Lease, the Indenture or the Certificates constitute a pledge of the general tax revenues or funds of the County. All provisions of the Lease, the Indenture and the Certificates will be construed so as to give effect to such intent.

Section 7. Further Authority. The officers, agents and employees of the County, including each of the County Commissioners and the County 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 Order, and to carry out, comply with and perform the duties of the County with respect to the County 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 8. M.A.P. Filing Authorization. The County hereby authorizes Armstrong Teasdale LLP to file the information required by Section 37.850 of the Revised Statutes of Missouri on the Missouri Accountability Portal website maintained by the State of Missouri Office of Administration.


Section 9. Effective Date. This Order shall take effect and be in full force immediately after its passage by the County Commission.

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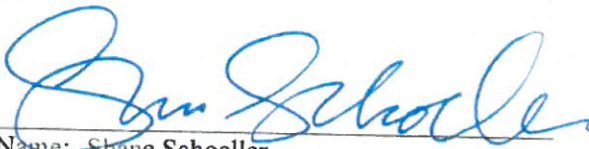
PASSED by the County Commission this 21 day of August, 2018.

By: _____
Name: Robert Cirtin
Title: Presiding Commissioner

By: 
Name: Harold Bengsch
Title: Commissioner District One

By: 
Name: Lincoln P. Hough
Title: Commissioner District Two

ATTEST:


Name: Shane Schoeller
Title: County Clerk

<County Seal>

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**CERTIFICATES OF PARTICIPATION
GRENE COUNTY, MISSOURI
(CAPITAL PROJECTS)
SERIES 2018**

CERTIFICATE PURCHASE AGREEMENT

August 21, 2018

Greene County, Missouri
Springfield, Missouri

Ladies and Gentlemen:

George K. Baum & Company (the "Underwriter") hereby offers to enter into this Certificate Purchase Agreement (the "Purchase Agreement") with Greene County, Missouri, a first class county and political subdivision duly organized and validly existing under and pursuant to the laws of the State of Missouri (the "County") and the BOKF, N.A., as trustee under the herein described Indenture (the "Trustee"), whereby the Underwriter will purchase and the County and the Trustee will sell the Certificates (as defined and described below). The Underwriter is making this offer subject to the acceptance by the County and the Trustee at or before 5:00 P.M., Central Time, on the date hereof. If the County accepts this Purchase Agreement, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind each of the County, the Trustee and the Underwriter. The Underwriter may withdraw this Purchase Agreement upon written notice delivered by the Underwriter to the County Commission of the County and the Trustee at any time before the County and the Trustee accept this Purchase Agreement. Terms used but not defined in this Purchase Agreement are defined in the Indenture (as defined below).

1. PURCHASE AND SALE.

Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the County and the Trustee, and the County and the Trustee hereby agree to sell and deliver to the Underwriter, all (but not less than all) of the following certificates: Certificates of Participation (Capital Projects), Series 2018 (the "Certificates"), at the purchase price of \$_____, representing the aggregate principal amount of the Certificate less an Underwriter's discount of \$_____
[plus net original issue premium of \$_____/less net original discount of \$_____]. The Underwriters intend to make an initial bona fide public offering of the Certificates at a price or prices described in Schedule I hereto; provided, however, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Certificates (but in all cases subject to the requirements of Section 5 hereof), and may offer and

sell the Certificates to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriter at prices lower than the public offering prices or yields greater than the yields set forth therein (but in all cases subject to the requirements of Section 5 hereof).

The County acknowledges and agrees that: (i) the Underwriter is not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act, as amended, (ii) the primary role of the Underwriter, as an underwriter, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the County and the Underwriter, and the Underwriter has financial and other interests that differ from those of the County; (iii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the County and has not assumed any advisory or fiduciary responsibility to the County with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the County on other matters); (iv) the only obligations the Underwriter has to the County with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; and (v) the County has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. RESERVED.

3. DESCRIPTION AND PURPOSE OF THE CERTIFICATES.

The Certificates have been authorized pursuant to an Order of the County Commission of the County, adopted by the County Commission of the County on August __, 2018 (the "Order"). The Certificates shall be dated the date of delivery. The Certificates shall be issued and secured under and pursuant to the Indenture of Trust, dated as of September 1, 2018 (the "Indenture"), by and between the County and the Trustee, as trustee (the "Trustee").

The proceeds of the sale of the Certificates will be used to (i) finance the costs related to the construction, furnishing and equipping of certain facilities of the County and (ii) pay certain costs of issuance associated with the Certificates.

The Certificates will be secured under the provisions of the Indenture. The Certificates shall mature in the years, bear interest, be purchased at the prices and be subject to optional and mandatory redemption at the times and in the amounts, all as set forth in Schedule I attached hereto. The authorized denominations, record dates, interest and principal payment dates (including any mandatory sinking fund redemption payment), and other details and particulars of the Certificates shall be as described in the Indenture and the Official Statement (as defined below) of the County.

4. DELIVERY OF THE OFFICIAL STATEMENT AND OTHER DOCUMENTS.

(a) The County has approved and delivered or caused to be delivered to the Underwriter copies of the Preliminary Official Statement dated August 15, 2018, which, including the cover page and all appendices thereto, is herein referred to as the "Preliminary Official Statement." It is acknowledged by the County that the Underwriter may deliver the

Preliminary Official Statement and a final Official Statement (as hereinafter defined) electronically over the internet and in printed paper form. The County deems the Preliminary Official Statement final as of its date and as of the date hereof for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) of Rule 15c2-12.

(b) Within seven (7) business days from the date hereof, and in any event not later than two (2) business days before the Closing Date, the County shall deliver to the Underwriter a final Official Statement relating to the Certificates dated the date hereof (such Official Statement, including the cover page, and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the County, Armstrong Teasdale LLP ("Special Tax Counsel"), and the Underwriter, is referred to herein as the "Official Statement") and such additional conformed copies thereof as the Underwriter may reasonably request in sufficient quantities to comply with Rule 15c2-12, rules of the MSRB and to meet potential customer requests for copies of the Official Statement. The Underwriter agrees to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the County, with the MSRB on its Electronic Municipal Markets Access ("EMMA") system. The Official Statement shall be executed by and on behalf of the County by an authorized officer of the County. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-12, the County shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Underwriter. The County hereby agrees to deliver to the Underwriter an electronic copy of the Official Statement in a form that permits the Underwriter to satisfy its obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission ("SEC") including in a word-searchable pdf format including any amendments thereto. The County hereby ratifies, confirms and consents to and approves the use and distribution by the Underwriter before the date hereof of the Preliminary Official Statement and hereby authorizes and consents to the use by the Underwriter of the Official Statement and the Indenture in connection with the public offering and sale of the Certificates.

(c) In order to assist the Underwriter in complying with Rule 15c2-12, the County will undertake, pursuant to the Continuing Disclosure Agreement (the "Disclosure Agreement"), by and between the County and the Trustee, as dissemination agent for the County (the "Dissemination Agent"), to provide annual financial information and notices of the occurrence of specified events. The form of the Disclosure Agreement is set forth in the Preliminary Official Statement and the Official Statement.

5. ESTABLISHMENT OF ISSUE PRICE.

(a) The Underwriter agrees to assist the County in establishing the issue price of the Certificates and shall execute and deliver to the County at Closing an "issue price" or similar certificate, substantially in the form attached hereto as Exhibit A, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriter, the County and Special

Tax Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Certificates.

(b) [Except for the maturities set forth in Schedule I attached hereto, the] [The] County represents that it will treat the first price at which 10% of each maturity of the Certificates (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). [If, as of the date hereof, the 10% test has not been satisfied as to any maturity of the Certificates for which the County has elected to utilize the 10% test, the Underwriter agrees to promptly report to the County the prices at which it sells Certificates of that maturity or maturities to the public. That reporting obligation shall continue until the earlier of the date upon which the 10% test has been satisfied as to the Certificates of that maturity or maturities or the Closing Date.]

(c) [The Underwriter confirms that it has offered the Certificates to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the final Official Statement. Schedule I also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Certificates for which the 10% test has not been satisfied and for which the County and the Underwriter agree that the restrictions set forth in the next sentence shall apply (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Certificates, the Underwriter will neither offer nor sell unsold Certificates of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public.]

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Certificates of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The County acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price

rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Certificates.

(e) The Underwriter acknowledges that sales of any Certificates to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party to an underwriter,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the public),

(iii) a purchaser of any of the Certificates is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Agreement by all parties.

6. REPRESENTATIONS. The County represents to and agrees with the Underwriter that:

(a) The County is duly organized and validly existing, with full legal right, power and authority to cause the Trustee to issue, sell and deliver the Certificates to the Underwriter pursuant to the Indenture, and execute, deliver and perform its obligations, as the case may be, under this Purchase Agreement, the Indenture, the Ground Lease, the Lease and the Disclosure Agreement (collectively, the "Legal Documents") and to perform and consummate all obligations and transactions required or contemplated by each of the Legal Documents and the Official Statement.

(b) The Order approving and authorizing the execution and delivery by the County of the Legal Documents and the offering, issuance and sale of the Certificates upon the terms set

forth herein and in the Official Statement, was duly adopted at a meeting of the County Commission of the County called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(c) The Indenture and the Certificates conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement and the Certificates, when duly issued and authenticated in accordance with the Indenture and delivered to the Underwriter as provided herein, will be validly issued and outstanding obligations, entitled to the benefits of the Indenture and payable from the sources therein specified.

(d) The County has executed and delivered, or will execute and deliver on or before the Closing Date, each of the Legal Documents. Each of the Legal Documents constitutes, or will, as of the Closing Date, constitute, a legal, valid and binding obligation of the County enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted. Each of the Legal Documents has been executed and delivered, or will be executed and delivered on or before the Closing Date, by each respective signatory and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.

(e) The County is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State of Missouri or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined below), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the adoption of the Order, the issuance, delivery and sale of the Certificates and the execution and delivery of the Legal Documents and compliance with and performance of the County's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the County (except as described in or contemplated by the Legal Documents and the Official Statement) or under the terms of any such law, administrative regulation or Material Judgment or Agreement. As used herein, the term "Material Judgment or Agreement" means any judgment or decree or any loan agreement, indenture, bond, note or resolution or any material agreement or other instrument to which the County is a party or to which the County or any of its property or assets is otherwise subject (including, without limitation, the Order and the Legal Documents).

(f) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction which would constitute a condition precedent to the performance by the County of its obligations hereunder and under the Legal Documents have been obtained; provided, that the County makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Certificates for offer and sale under Blue Sky or other state securities laws or regulations.

(g) Any certificates executed by any officer of the County and delivered to the Underwriter pursuant hereto or in connection herewith shall be deemed a representation and warranty of the County as to the accuracy of the statements therein made.

(h) Between the date hereof and the time of the Closing, the County shall not, without the prior written consent of the Underwriter, offer or issue in any material amount any Certificates, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the County or except for such borrowings as may be described in or contemplated by the Official Statement.

(i) The financial statements of the County as of December 31, 2017 fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the County as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the County or in its operations since December 31, 2017 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(j) Except for information which is permitted to be omitted pursuant to Rule 15c2-12(b)(1), the Preliminary Official Statement (excluding therefrom the information under the captions "BOOK-ENTRY ONLY SYSTEM" or "UNDERWRITING," as to which no representations or warranties are made), as of its date and as of the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The Official Statement is, as of its date and at all times after the date of the Official Statement (excluding therefrom the information under the captions "BOOK-ENTRY ONLY SYSTEM" or "UNDERWRITING," as to which no representations or warranties are made) up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including that date that is 25 days from the "end of the underwriting period" (as defined in Rule 15c2-12), the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(m) If between the date hereof and the end of the underwriting period, any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not

misleading, the County shall notify the Underwriter thereof, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the County shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the County) a reasonable number of copies of an amendment of or supplement to the Official Statement in form and substance satisfactory to the Underwriter.

(n) Except as described in the Preliminary Official Statement and Official Statement, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the County or against any other party of which the County has notice or, to the knowledge of the County, threatened against the County: (i) seeking to restrain or enjoin the issuance, sale or delivery of any of the Certificates, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Certificates, (ii) in any way contesting or affecting any authority for the issuance of the Certificates or the validity or binding effect of any of the Legal Documents, (iii) which is in any way contesting the creation, existence, powers or jurisdiction of the County or the validity or effect of the Indenture, the Ground Lease or the Lease or any provision thereof or the application of the proceeds of the Certificates, (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or (v) which, if adversely determined, could materially adversely affect the financial position or operating condition of the County or the transactions contemplated by the Preliminary Official Statement and Official Statement or any of the Legal Documents. The County shall advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Certificates.

(o) Except as described in the Preliminary Official Statement and Official Statement, during the last five years, the County has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

(p) The County, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any Certificates, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

All representations, warranties and agreements of the County shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or on the Underwriter's behalf, and shall survive the delivery of the Certificates.

7. CLOSING.

At 10:00 A.M., Central Time, on September __, 2018, or at such other time or date as the Underwriter, the County and the Trustee may mutually agree upon as the date and time of the Closing (the "Closing Date"), the County and the Trustee will deliver or cause to be delivered to the Underwriter, at the offices of Armstrong Teasdale LLP in Kansas City, Missouri, or at such other place as the Underwriter, the County and the Trustee may mutually agree upon, the Certificates, through the facilities of The Depository Trust Company, New York, New York

("DTC"), duly executed and authenticated, and the other documents specified in Section 8. At the Closing, (a) upon satisfaction of the conditions herein specified, the Underwriter shall accept the delivery of the Certificates, and pay the purchase price therefor in federal funds payable to the order of the Trustee for the account of the County and (b) the County and the Trustee shall deliver or cause to be delivered the Certificates to the Underwriter through the facilities of DTC in definitive or temporary form, duly executed by the Trustee and in the authorized denominations as specified by the Underwriter at the Closing and the County and the Trustee shall deliver the other documents hereinafter mentioned. The Certificates shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection.

8. CONDITIONS PRECEDENT.

The Underwriter has entered into this Purchase Agreement in reliance upon the representations and agreements of the County contained herein and the performance by the County and the Trustee of their respective obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following further conditions:

(a) The representations of the County contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(b) At the time of the Closing, the Official Statement, the Order and the Legal Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter.

(c) The County shall perform or have performed all of its obligations required under or specified in the Order, the Legal Documents and the Official Statement to be performed at or prior to the Closing.

(d) The County shall have delivered to the Underwriter final Official Statements by the time, and in the numbers, required by Section 4 of this Purchase Agreement.

(e) As of the date hereof and at the time of Closing, all necessary official action of the County relating to the Legal Documents and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(f) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in or particularly affecting the County, the Order, the Legal Documents or the ability of the County to make Payments with amounts constituting Lease Revenues as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable professional judgment of the Underwriter materially impairs the investment quality of the Certificates.

(g) At or prior to the Closing, the Underwriter shall receive the following documents (in each case with only such changes as the Underwriter shall approve):

i. The approving opinions of Special Tax Counsel relating to the Certificates, dated the Closing Date, substantially in the form attached as Appendix D to the Official Statement, and, if not otherwise directly addressed to the Underwriter, a reliance letter with respect thereto addressed to the Underwriter;

ii. The supplemental opinion of Special Tax Counsel, addressed to the Underwriter, dated the Closing Date.

iii. A letter, dated the Closing Date and addressed to the Underwriter, from Armstrong Teasdale LLP, Disclosure Counsel.

iv. A certificate, dated the Closing Date, signed by all of the Commissioners of the County Commission in a form acceptable to the Underwriter and Special Tax Counsel.

v. Executed or certified copies of the Indenture;

vi. Executed or certified copies of each other Legal Document;

vii. A Tax Compliance Agreement executed by the County and the Trustee, in form satisfactory to Special Tax Counsel;

viii. A certified copy of the Order;

ix. Evidence satisfactory to the Representatives of the assignment of long-term ratings assigned to the Certificates by Moody's Investors Services of "Aa3;"

x. A certificate of an authorized officer of the Trustee, as trustee, dated as of the Closing Date, in a form acceptable to the Underwriter and Special Tax Counsel.

xi. Evidence that a Form 8038-G relating to the Certificates has been prepared by Special Tax Counsel and will be executed by the County and filed with the Internal Revenue Service (the "IRS") within the applicable time limit:

xii. A copy of the County's executed Blanket Letter of Representation to The Depository Trust Company; and

xiii. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Special Tax Counsel may reasonably request to evidence compliance by the County with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the County herein contained and the due performance or

satisfaction by the County at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the County and all conditions precedent to the issuance of the Certificates pursuant to the Indenture shall have been fulfilled.

9. TERMINATION.

If the County shall be unable to satisfy the conditions of the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Underwriter at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Underwriter to the County in writing, or by telephone confirmed in writing. The performance by the County of any and all conditions contained in this Purchase Agreement for the benefit of the Underwriter may be waived by the Underwriter.

(a) The Underwriter shall also have the right, before the time of Closing, to cancel its obligations to purchase the Certificates, by written notice by the Underwriter to the County, if between the date hereof and the time of Closing:

(i) Any event or circumstance occurs or information becomes known, which, in the professional judgment of the Underwriter, makes untrue any statement of a material fact set forth in the Preliminary Official Statement or the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

(ii) The market for the Certificates or the market prices of the Certificates or the ability of the Underwriter to enforce contracts for the sale of the Certificates shall have been materially and adversely affected, in the professional judgment of the Underwriter, by:

(1) An amendment to the Constitution of the United States or the State of Missouri shall have been passed or legislation shall have been introduced in or enacted by the Congress of the United States or the legislature of any state having jurisdiction of the subject matter or legislation pending in the Congress of the United States shall have been amended or legislation (whether or not then introduced) shall have been recommended to the Congress of the United States or to any state having jurisdiction of the subject matter or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the Presiding Commissioner of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed (whether or not then introduced) for consideration by either such Committee by any member thereof or presented as an option for consideration (whether or not then introduced) by either such Committee by the staff of such Committee or by the staff of the joint Committee on Taxation of the Congress of the United States, or legislation shall have been favorably reported for passage to

either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or of the State of Missouri or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States, the Internal Revenue Service or other federal or State of Missouri authority, with respect to federal or State of Missouri taxation upon revenues or other income of the general character to be derived by the County or upon interest received on obligations of the general character of the Certificates which, in the judgment of the Underwriter, may have the purpose or effect, directly or, indirectly, of affecting the tax status of the County, its property or income, its securities (including the Certificates) or the interest thereon, or any tax exemption granted or authorized by State of Missouri legislation; or

(2) The declaration of war or engagement in or escalation of military hostilities by the United States or the occurrence of any other national emergency or calamity or terrorism affecting the operation of the government of, or the financial community in, the United States; or

(3) The declaration of a general banking moratorium by federal or Missouri authorities; or

(4) The occurrence of a major financial crisis, a material disruption in commercial banking or securities settlement or clearance services, or a material disruption or deterioration in the fixed income or municipal securities market; or

(5) Additional material restrictions not in force or being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(6) The general suspension of trading on any national securities exchange; or

(iii) Legislation enacted, introduced in the Congress or recommended for passage (whether or not then introduced) by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter shall have been made or issued to the effect that the Certificates, other securities of the County or obligations of the general character of the Certificates are not exempt from registration under the 1933 Act, or that the Indenture is not exempt from qualification under the Trust Indenture Act; or

(iv) Any change in or particularly affecting the County, the Order, the Legal Documents or the ability of the County to make payments under the Lease constituting

the Lease Revenues as the foregoing matters are described in the Preliminary Official Statement or the Official Statement, which in the professional judgment of the Underwriter materially impairs the investment quality of the Certificates; or

(v) An order, decree or injunction of any court of competent jurisdiction, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Certificates, or the issuance, offering or sale of the Certificates, including any or all underlying obligations, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws as amended and then in effect; or

(vi) A stop order, ruling, regulation or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Certificates, or the execution and delivery of any Legal Documents, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws, including the 1933 Act, the Securities Exchange Act of 1934 or the Trust Indenture Act, each as amended and as then in effect; or

(vii) Any change or any development involving a prospective change in or affecting the business, properties or financial condition of the County, except for changes which the Preliminary Official Statement and Official Statement discloses are expected to occur.

(viii) Any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Certificates, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Order, the Legal Documents or the existence or powers of the County with respect to its obligations under the Legal Documents; or

(ix) A reduction or withdrawal in any of the following assigned ratings, or, as of the Closing Date, the failure by any of the following rating agencies to assign the following ratings, to the Certificates: the long-term ratings assigned by Moody's of "Aa3".

10. RESERVED.

11. AMENDMENTS TO OFFICIAL STATEMENT.

During the period commencing on the Closing Date and ending twenty-five (25) days from the end of the underwriting period, the County shall advise the Underwriter if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or "potential customer" (as defined for purposes of Rule 15c2-12). If the Official

Statement is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the end of the "underwriting period" (as defined in Rule 15c2-12), the Official Statement as supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and shall amend or supplement the Official Statement so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

12. EXPENSES.

All expenses and costs of the County incident to the performance of its obligations in connection with the authorization, issuance and sale of the Certificates to the Underwriter, including the costs of printing or reproduction of the Certificates, the Legal Documents and the Official Statement in reasonable quantities, fees of consultants, fees of rating agencies, advertising expenses, fees and expenses of the Trustee and its counsel and fees and expenses of counsel to the County and Special Tax Counsel, shall be paid by the County from the proceeds of the Certificates or other revenues of the County. The County shall be solely responsible for and shall pay for any expenses incurred by the Underwriter on behalf of the County's employees and representatives which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, lodging, and entertainment of those employees and representatives, if any. All other expenses and costs of the Underwriter incurred under or pursuant to this Purchase Agreement, including, without limitation, the cost of preparing this Purchase Agreement and other Underwriter documents, and travel expenses shall be paid by the Underwriter (which may be included as an expense component of the Underwriter's discount).

13. USE OF DOCUMENTS.

The County hereby authorizes the Underwriter to use, in connection with the public offering and sale of the Certificates, this Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Legal Documents, and the information contained herein and therein.

14. QUALIFICATION OF SECURITIES.

The County will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and to provide for the continuance of such qualification; *provided, however*, that the County will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state and, *provided further*, that such actions will be at no cost to the County.

15. NOTICES.

Any notice or other communication to be given to the County under this Purchase Agreement may be given by delivering the same in writing to Greene County Commission, 933 N. Robberson St., Springfield, Missouri 65802, Attention: Budget Office, any such notice or other communication to be given to the Trustee may be given by delivering the same in writing to 2405 Grand Boulevard, Suite 840, Kansas City, Missouri 64108-2536, Attention: Corporate Trust Department, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to 4801 Main Street, Kansas City, Missouri, 64112, Attention: _____.

16. BENEFIT.

This Purchase Agreement is made solely for the benefit of the County, the Trustee and the Underwriter (including their successors or assigns) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the County and the Trustee contained in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriter; (ii) delivery of and payment for the Certificates hereunder; or (iii) any termination of this Purchase Agreement, other than pursuant to Section 9 (and in all events the agreements of the County pursuant to Sections 10 and 12 hereof shall remain in full force and effect notwithstanding the termination of this Purchase Agreement under Section 9 hereof).

17. GOVERNING LAW. THIS PURCHASE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MISSOURI.

18. RESERVED.

19. MISCELLANEOUS.

(a) This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

(b) This Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

(Remainder of this page intentionally left blank)

Very truly yours,

GEORGE K. BAUM & COMPANY, as
Underwriter

By: _____

Approved and Agreed to: August 21, 2018

GREENE COUNTY, MISSOURI

By: _____

Name: Bob Cirtin

Title: Presiding Commissioner

By: _____

Name: Harold Bengsch

Title: First District Commissioner

(SEAL)

By: _____

Name: Lincoln P. Hough

Title: Second District Commissioner

ATTEST:

Shane Schoeller

Name: Shane Schoeller

Title: County Clerk

SCHEDULE I

Maturity Dates, Principal Amounts, Interest Rates and Prices

<u>Due September 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
2019	3,135,000		
2020	3,245,000		
2021	3,245,000		
2022	3,245,000		
2023	3,245,000		
2024	3,245,000		
2025	3,245,000		
2026	3,245,000		
2027	3,245,000		
2028	3,245,000		
2029	3,245,000		
2030	3,245,000		
2027	3,245,000		
2028	3,245,000		
2029	3,240,000		
2030	3,240,000		
2031	3,240,000		
2032	3,240,000		
2033	3,240,000		
2034	3,240,000		
2035	3,245,000		
2036	3,245,000		
2037	3,245,000		
2038	3,245,000		

Optional and Mandatory Prepayment

Optional Prepayment. The Certificates or portions thereof with stated payment dates of September 1, 20__ and thereafter are subject to prepayment on September 1, 20__ and thereafter in whole or in part at any time at a prepayment price equal to 100% of the principal component of Base Rentals represented thereby plus the Interest Component of Base Rentals accrued thereon to the Prepayment Date.

Extraordinary Optional Prepayment in the Event of Damage, Destruction or Condemnation. The Certificates are subject to prepayment in whole or in part at any time, at a Prepayment Price equal to 100% of the principal amount to be prepaid, together with accrued interest thereon to the date fixed for prepayment, but without premium, upon instructions from the County in the event that:

- (1) title to, or the use for a limited period of, all or a substantial portion of the Leased Property is condemned by any authority having the power of eminent domain (other than the County or an entity controlled by, or affiliated with the County) to such

extent that in the determination of the County (A) such facilities cannot be reasonably restored or replaced to the condition thereof preceding such event, or (B) the County is thereby prevented from carrying on its normal operations of such facilities, or (C) the cost of restoration or replacement thereof would exceed the net proceeds of any condemnation awards or sale under threat of condemnation with respect thereto;

(2) title to all or a substantial portion of the Leased Property is found to be deficient or nonexistent to such extent that in the determination of the County (A) such facilities cannot be reasonably restored or replaced to the condition thereof preceding such event, or (B) the County is thereby prevented from carrying on its normal operations of such facilities, or (C) the cost of restoration or replacement thereof would exceed the net proceeds of any title insurance;

(3) all or a substantial portion of the Leased Property is damaged or destroyed by fire or other casualty to such extent that in the determination of the County (A) such facilities cannot be reasonably restored or replaced to the condition thereof preceding such event, or (B) the County is thereby prevented from carrying on its normal operations of such facilities, or (C) the cost of restoration or replacement thereof would exceed the net proceeds of any casualty insurance; or

(4) as a result of changes in the constitution of the State, or of legislative or administrative action by the State or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, the Ground Lease, the Lease or the Indenture shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way, by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the County with respect to the Ground Lease, the Lease or the Indenture.

EXHIBIT A

§
**CERTIFICATES OF PARTICIPATION
GREENE COUNTY, MISSOURI
(CAPITAL PROJECTS)
SERIES 2018**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of George K. Baum & Company ("*George K. Baum*") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "*Certificates*").

George K. Baum, BOKF, N.A., as trustee, and Greene County, Missouri (the "*Issuer*"), have executed a Certificate Purchase Agreement (the "*Certificate Purchase Agreement*") in connection with the Certificates on the Sale Date. The Underwriter has not modified the Certificate Purchase Agreement since its execution on the Sale Date.

[Select appropriate provisions below:]

1. [Alternative 1¹ – All Maturities Use General Rule: *Sale of the Certificates*. As of the date of this certificate, for each Maturity of the Certificates, the first price at which at least 10% of such Maturity of the Certificates was sold to the Public is the respective price listed in Schedule A.] [Alternative 2² – Select Maturities Use General Rule: *Sale of the General Rule Maturities*. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Certificates was sold to the Public is the respective price listed in Schedule A.]

2. *Initial Offering Price of the [Certificates] [Hold-the-Offering-Price Maturities]*.

a) [Alternative 1³ – All Maturities Use Hold-the-Offering-Price Rule: George K. Baum offered the Certificates to the Public for purchase at the respective initial offering prices listed in Schedule A (the "*Initial Offering Prices*") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Certificates is attached to this certificate as Schedule B.] [Alternative 2⁴ – Select Maturities Use Hold-the-Offering-Price Rule: George K. Baum offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "*Initial Offering Prices*") on or before the Sale Date. A copy of the

¹ If Alternative 1 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.

² If Alternative 2 is used, delete Alternative 1 of paragraph 1 and use each Alternative 2 in paragraphs 2(a) and (b).

³ If Alternative 1 is used, delete all of paragraph 1 and renumber paragraphs accordingly.

pricing wire or equivalent communication for the Certificates is attached to this certificate as Schedule B.]

b) [Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the Certificate Purchase Agreement, George K. Baum has agreed in writing that, (i) for each Maturity of the Certificates, it would neither offer nor sell any of the unsold Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “*hold-the-offering-price rule*”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. George K. Baum has not offered or sold any unsold Certificates of any Maturity of the Hold-the-Offering Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Certificates during the Holding Period.] [Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Certificate Purchase Agreement, the members of the Underwriting Group have agreed in writing that, (i) each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the unsold Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “*hold-the-offering-price rule*”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. George K. Baum has not offered or sold any unsold Certificates of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Certificates during the Holding Period.]

3. ***Defined Terms***

- a) Issuer means Greene County, Missouri.
- b) General Rule Maturities means those Maturities of the Certificates listed in Schedule A hereto as the “*General Rule Maturities.*”
- c) [Hold-the-Offering-Price Maturities means those Maturities of the Certificates listed in Schedule A hereto as the “*Hold-the-Offering-Price Maturities.*”]
- d) [Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (August __, 2018), or (ii) the date on which the Underwriters have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

⁴ Alternative 2 of paragraph 2(a) should be used in conjunction with Alternative 2 in paragraphs 1 and 2(b).

e) Maturity means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

f) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter. A person is a "Related Party" to an Underwriter if the Underwriter and the person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

g) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is August ___, 2018.

h) Underwriter means (i) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

4. ***Disclaimer.***

The representations set forth in this certificate are limited to factual matters only. All terms not defined herein shall have the same meanings as in the Tax Compliance Agreement with respect to the Certificates (the "*Tax Compliance Agreement*"), to which this Certificate is attached. Nothing in this certificate represents George K. Baum's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder (collectively, the "*Code*") and we make no warranty regarding the sufficiency of the foregoing representations for purposes of such provisions of the Code. The undersigned understands that the foregoing information will be relied upon by the County with respect to certain of the representations set forth in the Tax Compliance Agreement and with respect to compliance with the federal income tax rules affecting the Certificates, and by Armstrong Teasdale LLP ("*Special Tax Counsel*") in connection with rendering their opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the County from time to time relating to the Certificates. Notwithstanding the foregoing, we remind you that we are not accountants or actuaries, nor are

we engaged in the practice of law. The representations set forth herein are not necessarily based on personal knowledge.

GEORGE K. BAUM & COMPANY, as the Underwriter
identified in the Certificate Purchase Agreement for the
Certificates

By: _____
Name: _____
Title: _____

Dated: August __, 2018