

GOVERNMENT OBLIGATION CONTRACT

Obligor

Jackson County, Missouri
415 E. 12th Street
Kansas City, Missouri 64106

Obligee

Municipal Leasing Consultants
7 Old Town Lane
Grand Isle, Vermont 05458

Res. 18023

Dated as of December 28, 2012

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to finance the purchase of the Equipment from Obligee subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancing's, and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the Items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations of on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Legally Available Funds" means funds that the governing body of Obligor duly appropriates or are otherwise legally available for the purpose of making Contract Payments under this Contract, including monies held in the Vendor Payable Account to the extent that such moneys are used to prepay Contract Payments or Purchase Option Price.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment from Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

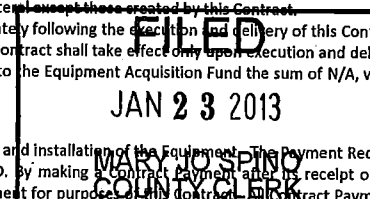
Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its Officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The Officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral ~~except those created by this Contract.~~

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit D. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments



paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligea or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligea or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an Indebtedness of the Obligor. The Contract Payments are due as set forth on Exhibit B. Obligea shall have the option to charge Interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Once all amounts due Obligea hereunder have been received, Obligea will release any and all of its rights, title and Interest in the Equipment. Obligea shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. The Contract Payments will be payable without notice or demand. Furthermore, Obligor agrees to pay any additional fees/costs incurred by Obligea relating to Obligor's requirement that a certain payment mechanism be utilized.

SECTION 3.03 Contract Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligea then Obligea will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligea as provided herein and conveyed to Obligea or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligea as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligea as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligea as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligea, then Obligea may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred. If Obligor non-appropriates under this section, then Obligor shall not purchase, lease or rent Equipment performing same or similar functions to those performed by the Equipment for a period of 360 days unless otherwise prohibited by public policy considerations.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligea with a Certificate which lists the Obligea and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a)** Obligor shall insure the Equipment and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required under a blanket insurance policy with a minimum coverage of not less than the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy.
- (b)** The liability insurance shall cover liability and property damage in any form and amount satisfactory to Obligea.
- (c)** Obligor may self-insure the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligea with a certificate and/or other documents which evidence such coverage.
- (d)** All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligea and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligea or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligea or its assignees. Obligor shall furnish to Obligea certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligor, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligea, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligea.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Indemnification. Obligor hereby assumes responsibility for and agrees to reimburse Obligea for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligea that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligea in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligea such documents as Obligea may request to evidence the passage of legal title to the Equipment to Obligea.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligea a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A, including any and all additional collateral listed on any other Exhibit A. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligea to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Oblige. All of Oblige's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees (including a Registered Owner for Participation Certificates) by Oblige at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Oblige or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and Interest under this Contract and in the Equipment may be assigned by Obligor unless Oblige approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Oblige shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Oblige is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Oblige or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Oblige deems necessary or appropriate to protect Oblige's interest in the Equipment and in this Contract. Obligor shall allow Oblige to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Oblige that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Oblige may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Oblige, unless Oblige agrees in writing to an extension of time. Oblige will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Oblige under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Oblige.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief under is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Oblige shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Oblige may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Oblige may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Oblige as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the event of default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Oblige may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for cost incurred. Notwithstanding that Oblige has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Oblige may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Oblige for all costs incurred by Oblige in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Oblige is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any Additional Collateral and all required documentation to evidence transfer of title from Obligor to the Oblige in the event of a default or a non-appropriation by delivering the Equipment and any Additional Collateral to the Oblige to a location accessible by common carrier and designated by Oblige. In the case that any of the Equipment and any Additional Collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Oblige all tangible items constituting such software. At Oblige's request, Obligor shall also certify in a form acceptable to Oblige that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Oblige and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any Additional Collateral shall be delivered to the location designated by the Oblige by a common carrier unless the Oblige agrees in writing that a common carrier is not needed. When the Equipment and any Additional Collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Oblige's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any Additional Collateral or its component parts from the Obligor's property all without liability to the Oblige. Obligor shall pack or crate the Equipment and any Additional Collateral and all of the component parts of the Equipment and any Additional Collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Oblige the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any Additional Collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any Additional Collateral.
- (c) **Condition:** When the Equipment is surrendered to the Oblige it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Oblige to sell or lease it to a third party and be free of all liens. If Oblige reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Oblige may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Oblige for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Oblige, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Oblige. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Oblige shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Oblige executed this Contract, which is on or after the date that the Obligor executes this Contract, Oblige agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Oblige selects that is acceptable to Obligor (including Oblige or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Oblige of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit C attached hereto, Obligor authorizes Oblige to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Oblige.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Oblige that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Oblige at the time this transaction was submitted for credit approval by the Obligor to the Oblige.

Section 10.01 Delivery and Title. Upon approval of the final purchase price by the Vendor Payable Account, the title to the equipment shall be retained by the College and Obligor will have no interest therein.

Section 10.02 Security Agreement. Any Security Agreement or deposit to the Vendor Payable Account on the final payment of the total purchase price shall be applied to pay on each partial payment date a portion of the Purchase Option Price then applicable.

Section 10.03 Revolving Line of Credit Facility. Upon payment of a portion of the purchase option price as provided in Section 10.01 herein, each Contract Payment hereunder shall be reduced by an amount calculated by Obligor based upon a fraction the numerator of which is the total purchase price and the denominator of which is the Purchase Option Price as such partial Payment Date. Within 15 days after each partial payment date, Obligor shall provide to Obligor a revised Exhibit B to this Contract which shall take into account such payment of a portion of the Purchase Option Price hereafter and shall be an integral part of this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all of the portion of the equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments to be made after the partial payment date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereon which shall be binding upon Obligor and Obligatee.

X Miscellaneous

Section 11.01 Binding. All notices shall be sufficiently given if all be delivered in person or by registered mail, postage prepaid, to the address at the beginning of the purchase price of the equipment as set forth herein, or if the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the College or its obligors unless the College has to funding listed on the the attachment hereto, and then only to the extent of the College's satisfaction, and Obligor has accepted the financing. The results of this Contract shall inure to the benefit of and shall be binding upon Obligor and Obligatee and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not void the remainder of this Contract.

Section 11.04 Amendments, Additions, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligor and Obligatee. Furthermore, Obligor reserves the right to amend or change or modify here the financing balance from Obligor, a reasonable time to be determined at that time, as a consequence to Obligor for the addition of administrative expenses resulting from such amendments, additions, change or modification.

Section 11.05 Entirety. This Contract may be a part of a larger agreement or several instruments, each of which shall be original and all of which shall constitute the same and the same instrument.

Section 11.06 Language. The conditions or headings in this Contract do not define, limit or describe the way or intent of any provision or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a master contract. This means that the College and the Obligor may agree to the financing of additional equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligor. Additional Schedules to the contract hereby numbered on each of the exhibits which make up the Additional Schedules shall be binding on all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entirety. This Contract shall be the entire writing between Obligor and Obligatee. No warranty, contract, modification or change of terms of this contract shall be enforceable unless in writing and signed by both parties, and then such waiver, contract, modification or change shall be effective only to the specific machine and for the specific purpose given. There are no understandings, contracts, or negotiations, conditions, or warranties, express or implied, which have not been specified herein regarding this Contract, the equipment or any additional equipment, financial instrument. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are not added to or to be consistent with the terms and conditions of this Contract will be the binding on Obligor and will not apply to this Contract.

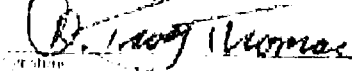
Section 11.09 Assignment of Obligation to Finance. Obligor hereby assigns and delegates to Obligatee the right to receive all payments due to Obligor under this Contract. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the financing agreement of this Contract. Obligor acknowledges that Obligor has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment as identified in such Exhibit A. The principal amount of the Contract Payments on the Exhibit B hereby reflects the Purchase Price. Obligor agrees to execute a Payment Order and Equipment Acceptance Agreement as a condition precedent to the Purchase Price, or part thereof, for each withdrawal of funds from the Vendor Payable Account.

Section 11.10 Obligor's Obligations and Remedies. Obligor's obligation to make payments as set forth in Exhibit B shall be absolute and unconditional, and of the equipment, Obligor will notify Obligatee of Obligor's financial position of the equipment by delivering to Obligatee the Payment Receipt and Equipment Acceptance Agreement in the form set forth in Exhibit C attached to the Contract, in the event that any Supplier Account is not used in the Vendor Payable Account when an event of default or appropriation or default under the Contract occurs, then the amount of all be applied as provided in Section 10.03 of this Contract, regardless of whether Obligor delivers a final Payment Receipt and Equipment Acceptance Agreement. Contract Payments shall be paid to the equipment shall be credited to Contract Payments as they are received under the Contract as set forth in Exhibit B.

Section 11.11 Execution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approved method approve the financing of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Lease Agreement) necessary to the consummation of the financing of the Contract.

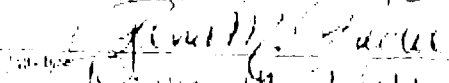
Obligor and Obligatee have caused this Contract to be executed in conformity with their duly authorized representatives listed below.

Jackson County, Missouri



Q. Troy Thomas
Director of Finance and Purchasing

Municipal Leasing Consultants



Steve M. Finkle
Partner, Mack and Title


Attested By:



Mary Jo Spino

Mary Jo Spino
Clerk of the Legislature

APPROVED AS TO FORM



W. Stephen Nixon
County Counselor

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of December 28, 2012, between Municipal Leasing Consultants (Obligee) and Jackson County, Missouri (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Six (6) 2013 Ford Police Interceptor SUV's

Jackson County Parks + Rec
22807 SW Woods Chapel Rd.
Blue Springs, MO 64015

Physical Address of Equipment after Delivery :

Schedule (01)


EXHIBIT B

PAYMENT SCHEDULE

Date of First Payment:	At Closing
Original Balance:	\$156,156.00
Total Number of Payments:	Three (3)
Number of Payments Per Year:	One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$53,449.87	\$0.00	\$53,449.87	\$103,050.38
2	15-Feb-13	\$52,248.24	\$386.10	\$51,862.14	\$51,113.52
3	15-Feb-14	\$52,248.24	\$1,404.25	\$50,843.99	\$0.00

Jackson County, Missouri



Signature

Q. Troy Thomas
Director of Finance and Purchasing

*Assumes all Contract Payments due to date are paid

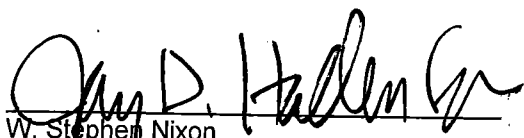
003-1605-8120
16052012002
16052013001

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : Park Fund

By signing above, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

APPROVED AS TO FORM



W. Stephen Nixon
County Counselor

EXHIBIT C

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of December 28, 2012, between Municipal Leasing Consultants (Obligee) and Jackson County, Missouri (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$ _____ and this amount is consistent with the Contract between Obligor and Vendor.
2. Payment is to be made to: Payee: _____
3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the Vendor, (2) copy of the Contract between Obligor and Vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing Kansas State Bank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

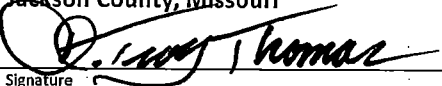
Municipal Leasing Consultants
7 Old Town Lane
Grand Isle, Vermont 05458

or Fax: (802) 372-4775

Please call (802) 372-8435 if you have any questions.

Jackson County, Missouri

Signature


Q. Troy Thomas
Director of Finance and Purchasing

APPROVED AS TO FORM

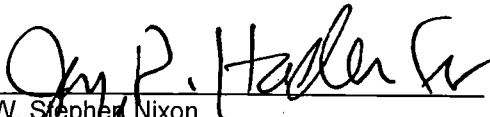

W. Stephen Nixon
County Counselor

EXHIBIT D
SIGNATURE CARD

RE: Government Obligation Contract dated as of December 28, 2012, between Municipal Leasing Consultants (Obligee) and Jackson County, Missouri (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from Jackson County, Missouri.

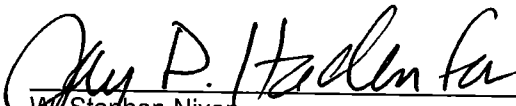
Jackson County, Missouri

APPROVED AS TO FORM



Signature

Q. Troy Thomas
Director of Finance and Purchasing



w/ Stephen Nixon
County Counselor

Signature of additional authorized individual (optional) of Obligor

Signature

Printed Name and Title

EXHIBIT E

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of December 28, 2012, between Municipal Leasing Consultants (Obligee) and Jackson County, Missouri (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

① Vendor Name: _____ **Dick Smith Ford, Inc.** _____
 Phone: _____ **816-353-1495** _____
 Contact Person: _____ **Greg A. Lofton** _____
 Equipment: _____ **2013 Ford Utility Police Interceptor** _____
 Amount of Equipment: _____ **\$26,026.00** _____

② Vendor Name: _____ **Dick Smith Ford, Inc.** _____
 Phone: _____ **816-353-1495** _____
 Contact Person: _____ **Greg A. Lofton** _____
 Equipment: _____ **2013 Ford Utility Police Interceptor** _____
 Amount of Equipment: _____ **\$26,026.00** _____

③ Vendor Name: _____ **Dick Smith Ford, Inc.** _____
 Phone: _____ **816-353-1495** _____
 Contact Person: _____ **Greg A. Lofton** _____
 Equipment: _____ **2013 Ford Utility Police Interceptor** _____
 Amount of Equipment: _____ **\$26,026.00** _____

④ Vendor Name: _____ **Dick Smith Ford, Inc.** _____
 Phone: _____ **816-353-1495** _____
 Contact Person: _____ **Greg A. Lofton** _____
 Equipment: _____ **2013 Ford Utility Police Interceptor** _____
 Amount of Equipment: _____ **\$26,026.00** _____

⑤ Vendor Name: _____ **Dick Smith Ford, Inc.** _____
 Phone: _____ **816-353-1495** _____
 Contact Person: _____ **Greg A. Lofton** _____
 Equipment: _____ **2013 Ford Utility Police Interceptor** _____
 Amount of Equipment: _____ **\$26,026.00** _____

Obligor will immediately notify Obligee if any of the information listed above is changed.

⑥ **Dick Smith Ford, Inc.**
816-353-1495
Greg A. Lofton
2013 Ford Utility Police Interceptor
\$26,026.00

NOTICE OF ASSIGNMENT

DECEMBER 28, 2012

Municipal Leasing Consultants (Obligee/Assignor) hereby gives notice of an Assignment between Obligee/Assignor and Kansas State Bank of Manhattan (Assignee) of the Government Obligation Contract (Contract) between Obligee/Assignor and Jackson County, Missouri, dated as of December 28, 2012.

All Contract Payments coming due pursuant to the Contract shall be made to:

Kansas State Bank of Manhattan
1010 Westloop, P.O. Box 69
Manhattan, Kansas 65205-0069

Municipal Leasing Consultants, Obligee/Assignor

[Handwritten Signature]

Name and Title

ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT

Jackson County, Missouri (Obligor) as party to a Government Obligation Contract dated as of December 28, 2012 between Obligor and Municipal Leasing Consultants (Obligee), hereby acknowledges receipt of a Notice of Assignment dated December 28, 2012 whereby Obligee gave notice of its assignment to Kansas State Bank of Manhattan of its right to receive all Contract Payments due from Obligor under the Contract and hereby consents to that Assignment. Pursuant to the Notice of Assignment from Obligee, Obligor agrees to deliver all Contract Payments coming due under the Contract to:

Kansas State Bank of Manhattan
1010 Westloop, P.O. Box 69
Manhattan, Kansas 65205-0069

Jackson County, Missouri

[Handwritten Signature]

C. Troy Thomas
Director of Finance and Purchasing

APPROVED AS TO FORM

[Handwritten Signature]

W. Stephen Nixon
County Counselor



OFFICE OF THE COUNTY COUNSELOR

JACKSON COUNTY COURTHOUSE

415 EAST 12TH STREET
KANSAS CITY, MISSOURI 64106

816-881-3355
Fax: 816-881-3398

SELF-INSURANCE LETTER

Municipal Leasing Consultants
7 Old Town Lane
Grand Isle, Vermont 05458

Re: Lease Agreement

Ladies and Gentleman:

We, Jackson County, Missouri, are self-insured for property for \$156,156.00 and for liability coverage of at least \$1,000,000.00. We are financing Six (6) 2013 Ford Police Interceptor SUV's, valued at \$156,156.00, through Kansas State Bank of Manhattan and they will be covered as additional insured and loss payee and for the duration of the Government Obligation Contract dated as of December 28, 2012. We will provide Kansas State Bank of Manhattan with 10 days written notice in the event of any change in our coverage.

Very Truly Yours,
Jackson County, as Lessee


Jay D. Haden
Chief Deputy County Counselor

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:	Certificate Holder:
Jackson County, Missouri	Kansas State Bank of Manhattan
415 E. 12th Street	1010 Westloop, P.O. Box 69
Kansas City, Missouri 64106	Manhattan, Kansas 66505-0069

1. **Equipment Description**
 - ◆ Six (6) 2013 Ford Police Interceptor SUV's
 - ◆ Please include all applicable VIN's, serial numbers, etc.
2. **Physical Damage**
 - ◆ All risk coverage to guarantee proceeds of at least \$156,156.00.
3. **Liability**
 - ◆ Minimum Combined Single Limit of \$1,000,000.00 combined single-limit on bodily injury and property damage.
4. **Additional Insured and Loss Payee**
 - ◆ Kansas State Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to: Fax: (802) 372-4775
or
Email: robin.gidney@powerofleasing.com

Please complete the information below and return this form along with the Contract.

Jackson County, Missouri

Insurance Company: _____ **SELF-INSURED** _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

OPTIONAL

*As an additional payment option for Obligor, we are now providing the option of ach (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize Kansas State Bank Government Finance Department to initiate debit entries, and, if necessary, to reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3344622	Payment Amount 1: \$53,449.87; 2-3: \$52,248.24	Frequency of Payments Annual
Beginning _____ Month Year	Day of Month (please choose one) 1 st <input type="checkbox"/> 5 th <input type="checkbox"/> 15 th <input type="checkbox"/> 20 th <input type="checkbox"/>	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account Checking Savings

This authority is to remain in full force and effect until Kansas State Bank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford Kansas State Bank a reasonable opportunity to act on it.

Obligor Name on Contract Jackson County, Missouri	
Signature	Printed Name and Title
Tax ID Number	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.



INVOICE

BILL TO:

Jackson County, Missouri
Attn: Accounts Payable
415 E. 12th Street
Kansas City, Missouri 64106

INVOICE DATE:	December 28, 2012
CONTRACT NUMBER:	3344622
PAYMENT AMOUNT:	\$53,449.87
PAYMENT DUE DATE:	At Closing

DESCRIPTION	AMOUNT
Contract Payment	\$53,449.87
Government Obligation Contract Dated as of December 28, 2012 for Six (6) 2013 Ford Police Interceptor SUV's	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$53,449.87
	TOTAL DUE

Please remit payment to: Kansas State Bank
Government Finance Dept.
P.O. Box 69
Manhattan, KS 66505-0069

For inquiries: (802) 372-8435



INVOICE

BILL TO:

Jackson County, Missouri
Attn: Accounts Payable
415 E. 12th Street
Kansas City, Missouri 64106

INVOICE DATE:	December 28, 2012
CONTRACT NUMBER:	3344622
PAYMENT AMOUNT:	\$52,248.24
PAYMENT DUE DATE:	February 15, 2013

DESCRIPTION	AMOUNT
Contract Payment	\$52,248.24
Government Obligation Contract Dated as of December 28, 2012 for Six (6) 2013 Ford Police Interceptor SUV's	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$52,248.24
	TOTAL DUE

Please remit payment to: Kansas State Bank
Government Finance Dept.
P.O. Box 69
Manhattan, KS 66505-0069

For inquiries: (802) 372-8435

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

- ✓ Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
- ✓ If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
- ✓ If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
- ✓ We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.
- ✓ For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>.

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
 ▶ See separate instructions.
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name Jackson County, Missouri		2 Issuer's employer identification number (EIN) 44-6000524
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 415 E. 12th Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Kansas City, MO 64106		7 Date of issue 12/28/2012
8 Name of issue Government Obligation Contract		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	156,309	25
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶	18		
19 If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
If obligations are BANs, check only box 19b			<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			<input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	02/15/2014	\$ 156,309.25	\$ 156,156.00	1.9833 years	2.747 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	0	00
23 Issue price of entire issue (enter amount from line 21, column (b))	23	156,309	25
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	153	25
25 Proceeds used for credit enhancement	25	0	00
26 Proceeds allocated to reasonably required reserve or replacement fund	26	0	00
27 Proceeds used to currently refund prior issues	27	0	00
28 Proceeds used to advance refund prior issues	28	0	00
29 Total (add lines 24 through 28)	29	153	25
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	156,156	00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ _____ years

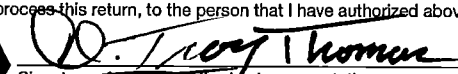
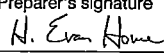
32 Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ _____ years

33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶ _____

34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

Part VI Miscellaneous

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) 35
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) 36a
- b Enter the final maturity date of the GIC ▶ _____
- c Enter the name of the GIC provider ▶ _____
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units 37
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b Enter the date of the master pool obligation ▶ _____
 - c Enter the EIN of the issuer of the master pool obligation ▶ _____
 - d Enter the name of the issuer of the master pool obligation ▶ _____
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
- 41a If the issuer has identified a hedge, check here and enter the following information:
 - b Name of hedge provider ▶ _____
 - c Type of hedge ▶ _____
 - d Term of hedge ▶ _____
- 42 If the issuer has superintegrated the hedge, check box
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box
- 45a If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
- b Enter the date the official intent was adopted ▶ _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	 Signature of issuer's authorized representative	1/17/2013 Date	Q. Troy Thomas Director of Finance and Purchasing Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	H. Evan Howe		01/14/13	PTIN P01438994
	Firm's name ▶ Baystone Financial LLC	Firm's EIN ▶ 48-1223987		
Firm's address ▶ 5350 College Blvd., Overland Park, KS 66211			Phone no. 800-752-3562	

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the 2012 appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$53,449.87 which is hereby authorized.

I hereby certify that there is a balance otherwise unencumbered to the credit of the 2013 appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$52,248.24 which is hereby authorized.

Funds sufficient for the remaining obligation of \$52,248.24 are subject to appropriation in the 2014 annual budget.

January 17, 2013
Date


Director of Finance and Purchasing
Account No. 003-1605-58120