ESCROW TRUST AGREEMENT

Dated as of February 1, 2017

Between

CITY OF JOPLIN, MISSOURI

and

UMB BANK, N.A.

Entered in Connection with the Payment and Discharge of the Refunding Certificates of Participation, Series 2012, of the City of Joplin, Missouri.

ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT dated as of February 1, 2017 (the "Agreement"), between the **CITY OF JOPLIN, MISSOURI** (the "City"), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with an office located in Kansas City, Missouri, and having full trust powers, as Escrow Agent (the "Escrow Agent").

RECITALS:

1. The City has heretofore duly authorized and issued its Refunding Certificates of Participation, Series 2012 (the "Series 2012 Certificates"), and has determined to escrow funds and securities sufficient to pay principal of and interest on the remaining outstanding principal and interest thereof (the "Escrowed Certificates"), described as follows and on **Schedule 1** hereto:

ESCROWED CERTIFICATES

Series Designation	**Date of Certificates**	**Original Principal Amount**	**Principal Amount Escrowed**
2012	March 15, 2012	$4,400,000	$2,730,000

2. The Escrowed Certificates will mature and will have interest payable in the amounts and at the times shown on **Schedule 1** attached hereto.

3. With funds of the City duly allocated therefor, the City intends to provide for the payment of the principal of and interest on the Escrowed Certificates through the purchase of non-callable direct obligations of the United States of America described in **Schedule 2** attached hereto and the deposit of an initial cash balance.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Definitions. The following words and terms used in this Agreement shall have the following meanings:

"Agreement" means this Escrow Trust Agreement.

"Certificate Payment Date" means any date on which any principal of or interest on any of the Escrowed Certificates is due and payable.

"Code" means the Internal Revenue Code, as amended.

"City" means the City of Joplin, Missouri.

"Escrow Agent" means UMB Bank, N.A., Kansas City, Missouri, and its successor or successors at the time acting as the Escrow Agent under this Agreement.

"Escrowed Certificates" means the outstanding Refunding Certificates of Participation, Series 2012, of the City, described in the recitals to this Agreement and **Schedule 1** hereto.

"Escrow Fund" means the fund by that name referred to in **Section 3** of this Agreement.

"Escrow Ordinance" means the Ordinance passed by the City Council on January 17, 2017, which authorized this Escrow Agreement and other actions necessary to escrow funds sufficient for the payment of the Escrowed Certificates.

"Escrowed Securities" means the direct non-callable obligations of the United States of America listed on **Schedule 2** attached hereto.

"Paying Agent" means the trustee and paying agent for the Escrowed Certificates as designated in the Indenture of Trust between the City and the Paying Agent, and any successor or successors at the time acting as paying agent for any of the Escrowed Certificates.

"Series 2012 Indenture" means the Indenture of Trust between the City and the Paying Agent, which authorized the delivery of the Series 2012 Certificates.

"Special Counsel" means Gilmore & Bell, P.C., or an attorney or firm of attorneys with a nationally recognized standing in the field of municipal finance approved by the City and the Escrow Agent.

2. Creation of Escrow Fund. There is hereby created and established with the Escrow Agent the following special and irrevocable separate trust fund to be held in the custody of the Escrow Agent and designated as the "Escrow Fund for Refunding Certificates of Participation, Series 2012" (the "Escrow Fund").

3. Deposits to the Escrow Fund. Concurrently with the execution and delivery of this Agreement, the City herewith deposits with the Escrow Agent, and the Escrow Agent acknowledges receipt and deposit into the Escrow Fund of funds contributed by the City in the amount of $_____. The Escrow Agent shall apply such amount as follows:

(a) $_____ shall be used to purchase the Escrowed Securities described in **Schedule 2** hereto, which shall be delivered to and deposited in the Escrow Fund.

(b) $_____ shall be held uninvested in the Escrow Fund as a beginning balance.

4. Creation of Lien. The escrow created hereby shall be irrevocable. The holders of the Escrowed Certificates are hereby given an express lien on and security interest in the Escrowed Securities and the cash in the Escrow Fund and all earnings thereon until used and applied in accordance with this Agreement. The matured principal of and earnings on the Escrowed Securities and any cash in the Escrow Fund are hereby pledged and assigned and shall be applied solely for the payment of the principal of and interest on the Escrowed Certificates.

5. Application of Cash and Escrowed Securities in the Escrow Fund.

(a) Except as otherwise expressly provided in this Section, the Escrow Agent shall have no power or duty to invest any money held hereunder or to sell, transfer or otherwise dispose of any Escrowed Securities.

(b) On or prior to each Certificate Payment Date, the Escrow Agent shall withdraw from the Escrow Fund an amount equal to the principal of and interest on the Escrowed Certificates becoming due and payable on such Certificate Payment Date, as set forth in **Schedule 1** attached hereto, and shall forward such amount to the office of the Paying Agent, so that immediately available funds will reach the office of the Paying Agent on or before 12:00 Noon, Central time, on such Certificate Payment Date. In order to make the payments required by this subsection (b), the Escrow Agent is hereby authorized to redeem or otherwise dispose of Escrowed Securities in accordance with the maturity schedule in **Schedule 2** attached hereto. The liability of the Escrow Agent to make the payments required by this subsection (b) shall be limited to the money and Escrowed Securities in the Escrow Fund.

(c) Upon the payment in full of the principal of and interest on the Escrowed Certificates, all remaining money and Escrowed Securities in the Escrow Fund, together with any interest thereon, shall be transferred to the City.

6. Notice of Escrowed Certificates. The City instructs the Escrow Agent, as the Paying Agent for the Escrowed Certificates, to give all notices of prepayment and defeasance of such Escrowed Certificates required by the Series 2012 Indenture. The City directs the Escrow Agent, as the Paying Agent for the Escrowed Certificates, to take such further action as may be necessary under the Series 2012 Indenture related to the payment and defeasance of the Escrowed Certificates in the principal amounts and at the time set forth in **Schedule 1** hereof.

7. Reports of the Escrow Agent. As long as any of the Escrowed Certificates, together with the interest thereon, have not been paid in full, the Escrow Agent shall, at least 60 days prior to each Certificate Payment Date, determine the amount of money that will be available in the Escrow Fund to pay the principal of and interest on the Escrowed Certificates on the next Certificate Payment Date, and if the Escrow Agent determines that sufficient funds will not be available on such Certificate Payment Date, then the Escrow Agent shall certify in writing to the City the amount so determined, and provide a list of the money and Escrowed Securities held by it in the Escrow Fund on the date of such certification.

8. Liability of Escrow Agent.

(a) The Escrow Agent shall not be liable for any loss resulting from any investment, sale, transfer or other disposition made pursuant to this Agreement in compliance with the provisions hereof. The Escrow Agent shall have no lien whatsoever on any of the money or Escrowed Securities on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement or otherwise.

(b) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Escrowed Securities and money to pay the Escrowed Certificates. So long as the Escrow Agent applies the Escrowed Securities and money as provided herein, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Escrowed Certificates caused by such calculations. Notwithstanding the foregoing, the Escrow Agent shall not be relieved of liability arising from and proximate to its failure to comply fully with the terms of this Agreement.

(c) If the Escrow Agent fails to account for any of the Escrowed Securities or money received by it, said Escrowed Securities or money shall be and remain the property of the City in trust for the holders of the Escrowed Certificates, and, if for any reason such Escrowed Securities or money are not applied as herein provided, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof until the required application shall be made.

(d) The Escrow Agent may rely and shall be protected in acting upon or refraining from acting upon in good faith any ordinance, certificate, statement, instrument, opinion, report, notice, request, direction, consent, verification, order, certificate, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(e) The Escrow Agent undertakes to perform such duties and only such duties as are specifically set forth in this Agreement.

(f) No provision of this Agreement shall be construed to relieve the Escrow Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that the Escrow Agent shall not be liable for any error of judgment made in good faith by an authorized officer or employee of the Escrow Agent, unless it shall be provided that the Escrow Agent was negligent in ascertaining the pertinent facts, or for the misconduct or negligence of any agent appointed with due care.

(g) Whether or not therein expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Escrow Agent shall be subject to the provisions of this Section.

9. Fees and Costs of the Escrow Agent and Costs Related to Defeasance of the Escrowed Certificates. The aggregate amount of the costs, fees and expenses in connection with the creation of the escrow described in and created by this Agreement and in carrying out any of the duties, terms or provisions of this Agreement shall be paid concurrently with the transfer of moneys to the Escrow Agent for creation of the Escrow Fund. The Escrow Agent shall be entitled to reimbursement from the City of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Agreement, including but not limited to costs incurred for giving notice of redemption of any redeemed certificates. Claims for such reimbursement may be made to the City and in no event shall such reimbursement or other fees of the Escrow Agent be made from funds held in the Escrow Fund by the Escrow Agent pursuant to this Agreement.

If the Escrow Agent resigns prior to the expiration of this Agreement, the Escrow Agent shall rebate to the City a ratable portion of any fee theretofore paid by the City to the Escrow Agent for its services under this Agreement.

10. Resignation or Removal of Escrow Agent; Successor Escrow Agent. The Escrow Agent at the time acting hereunder may at any time resign and be discharged from its duties and responsibilities hereby created by giving written notice by registered or certified mail to the City and to the Paying Agent and by first class mail to all of the owners of record of the Escrowed Certificates not less than 60 days prior to the date when the resignation is to take effect. Such resignation shall take effect immediately upon the acceptance of the City of the resignation, the appointment of a successor Escrow Agent (which may be a temporary Escrow Agent) by the City, the acceptance of such successor Escrow Agent of the terms, covenants and conditions of this Agreement, the transfer of the Escrow Fund, including the money and Escrowed Securities held therein, to such successor Escrow Agent and the completion of any other actions required for the principal of and interest on the Escrowed Securities to be made payable to such successor Escrow Agent rather than the resigning Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and the City and signed by the owners of a majority in principal amount of the Escrowed Certificates then outstanding; provided that written notice thereof is mailed on or before the date of such removal by first class mail, postage prepaid, to all registered owners of such Certificates, who are not parties to such instruments. The Escrow Agent may also be removed by the City if the Escrow Agent fails to make timely payment on any Certificate Payment Date to the Paying Agent of the

amounts required to be paid by it on such Certificate Payment Date by **Section 5(b)** of this Agreement; provided that written notice thereof is mailed on or before the date of such removal by registered or certified mail, postage prepaid, to the Paying Agent and by first class mail to all registered owners of such Certificates who are not parties to such instruments. Any removal pursuant to this paragraph shall become effective upon the appointment of a successor Escrow Agent (which may be a temporary successor Escrow Agent) by the City, the acceptance of such successor Escrow Agent of the terms, covenants and conditions of this Agreement, the transfer of the Escrow Fund, including the money and Escrowed Securities held therein, to such successor Escrow Agent and the completion of any other actions required for the principal of and interest on the Escrowed Securities to be made payable to such successor Escrow Agent rather than the Escrow Agent being removed.

If the Escrow Agent resigns or is removed, or is dissolved, or is in the course of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or if the Escrow Agent is taken under the control of any public officer or officers, or of a receiver appointed by a court, the City shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent is appointed by the City in the manner above provided, and any such temporary Escrow Agent so appointed by the City shall immediately and without further act be superseded by the successor Escrow Agent so appointed.

If no appointment of a successor Escrow Agent or a temporary successor Escrow Agent has been made by such holders or the City pursuant to the foregoing provisions of this Section within 60 days after written notice of resignation of the Escrow Agent has been given to the City, the holder of any of the Escrowed Certificates or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent is a corporation with trust powers authorized to do business in the State of Missouri and organized under the banking laws of the United States or the State of Missouri and has at the time of appointment capital and surplus of not less than $25,000,000.

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

Any corporation into which the Escrow Agent, or any successor to it of the duties and responsibilities created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or reorganization to which the Escrow Agent or any successor to it may be a party, shall, if satisfactory to the City, be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of the parties hereto, anything herein to the contrary notwithstanding.

11. Amendments to this Agreement. This Agreement is made for the benefit of the City and the owners from time to time of the Escrowed Certificates, and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Agent and the City; provided, however, that the City and the Escrow Agent may, without the consent of or notice to such owners, enter into agreements supplemental to this Agreement if such supplemental agreements do not materially adversely affect the rights of such holders and are not inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the Escrowed Certificates, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an opinion of Special Counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Escrowed Certificates, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

12. Termination. This Agreement shall terminate when all transfers by the Escrow Agent under the provisions hereof shall have been made.

13. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Agreement to be given to or filed with the following parties if the same is duly mailed by first class, certified or registered mail addressed:

(a) To the City at:
City of Joplin, Missouri
602 S. Main Street
Joplin, Missouri 64801
Attention: Finance Director

(b) To the Escrow Agent at:
UMB Bank, N.A.
1010 Grand, 4th Floor
Kansas City, Missouri 64106
Attention: Corporate Trust Department

14. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

15. Successors and Assigns. All of the covenants, promises and agreements in this Agreement contained by or on behalf of the City or the Escrow Agent shall be binding upon and inure to the benefit of their respective successors and assigns whether so expressed or not.

16. **Governing Law.** This Agreement shall be governed by the applicable law of the State of Missouri.

17. **Counterparts.** This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

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

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers or elected officials and their corporate seals to be hereunder affixed and attested as of the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

UMB BANK, N.A.,
as Escrow Agent

By: _____
Name:
Title:

SCHEDULE 1
TO ESCROW TRUST AGREEMENT

CERTIFICATE PAYMENT SCHEDULE FOR ESCROWED CERTIFICATES

Certificate Payment Date	Principal*	Interest	Total Payment
04/01/2017	$0	$35,498.13	$35,498.13
10/01/2017	365,000	35,498.13	400,498.13
04/01/2018	0	31,848.13	31,848.13
10/01/2018	370,000	31,848.13	401,848.13
04/01/2019	0	28,148.13	28,148.13
10/01/2019	1,995,000	28,148.13	2,023,148.13

*The principal paid on October 1, 2019 includes principal scheduled to be paid on October 1 in the amount of $380,000, plus the principal of the remaining Series 2012 Certificates being called for prepayment on that date in the amount of $1,615,000.

SCHEDULE 2
TO ESCROW TRUST AGREEMENT

SCHEDULE OF ESCROWED SECURITIES

Maturity Date	Type of Security	Stated Rate	Maturity Value	Purchase Price
04/01/2017	SLGS Cert	0.500%	$30,291	$30,291
10/01/2017	SLGS Cert	0.680	382,785	382,785
04/01/2018	SLGS Note	0.890	15,861	15,861
10/01/2018	SLGS Note	1.070	385,931	385,931
04/01/2019	SLGS Note	1.230	14,296	14,296
10/01/2019	SLGS Note	1.370	2,009,383	2,009,383