Φ			
Ψ			

CAMDENTON REORGANIZED SCHOOL DISTRICT NO. R-3 OF CAMDEN COUNTY, MISSOURI

TAXABLE GENERAL OBLIGATION SCHOOL BUILDING BONDS (MISSOURI DIRECT DEPOSIT PROGRAM) SERIES 2013B

2013
 , 2013

BOND PURCHASE AGREEMENT

Board of Education Camdenton Reorganized School District No. R-3 of Camden County, Missouri

Ladies and Gentlemen:

On the basis of the representations, warranties and covenants and upon the terms and conditions
contained in this Bond Purchase Agreement, George K. Baum & Company (the "Underwriter"), hereby
offers to purchase from Camdenton Reorganized School District No. R-3 of Camden County, Missouri
(the "District"), \$ General Obligation School Building Bonds (Missouri Direct
Deposit Program), Series 2013B (the "Bonds"). The Bonds are to be issued by the District under and
pursuant to a Bond Resolution adopted by the District on, 2013 (the "Resolution").
Capitalized terms used herein have the meaning set forth in the Resolution.

This offer is made subject to the acceptance of this Bond Purchase Agreement by the Board of Education of the District at or before 11:59 P.M., local time, on , 2013.

SECTION 1. THE DISTRICT'S REPRESENTATIONS, WARRANTIES AND AGREEMENTS

By acceptance hereof the District hereby represents and warrants to, and agrees with the Underwriter that:

- (a) The District is a political subdivision existing under the laws of the State of Missouri.
- (b) The District has complied with all provisions of the Constitution and the laws of the State of Missouri, and has full power and authority to consummate all transactions contemplated by the Resolution, this Bond Purchase Agreement, and any and all other agreements relating thereto.
- (c) The District has duly authorized all necessary action to be taken by the District for (1) the due adoption and performance of the Resolution, (2) the execution, delivery and due performance of this Bond Purchase Agreement, (3) the approval of the Official Statement, (3) the execution and performance of a Continuing Disclosure Agreement, (4) the execution and performance of a Direct Deposit Agreement, (5) the execution and performance of the Escrow Trust Agreement, (6) the execution and performance of any and all such other agreements and documents as may be required to be executed, delivered and received by the District in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement, and (7) the carrying out, giving effect to and consummation of the

transactions contemplated hereby and by the Resolution and this Bond Purchase Agreement. Executed counterparts of the Resolution, the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Direct Deposit Agreement, the Escrow Trust Agreement and the Official Statement will be delivered to the Underwriter by the District at the Closing Time (as hereinafter defined).

- (d) The Resolution and this Bond Purchase Agreement, the Direct Deposit Agreement, the Escrow Trust Agreement and the Continuing Disclosure Agreement (collectively, the "Transaction Documents") when executed and delivered by the District, will be the legal, valid and binding obligations of the District enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the District and further subject to the availability of equitable remedies.
- (e) The Bonds have been duly authorized by the District, and when issued, delivered and paid for as provided for herein and in the Resolution, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding obligations of the District enforceable in accordance with their terms and entitled to the benefits and security of the Resolution (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the District and further subject to the availability of equitable remedies). The Bonds will be general obligations of the District, payable as to both principal and interest from ad valorem taxes upon all taxable, tangible property, real and personal, within the territorial limits of the District. The full faith, credit and resources of the District are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.
- (f) The execution and delivery of the Transaction Documents and the Bonds, and compliance with the provisions thereof, will not conflict with or constitute on the part of the District a violation, a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, ordinance, resolution, indenture, mortgage, lease or other instrument to which it is subject or by which it is or may be bound.
- (g) The District is not, or with the giving of notice or lapse of time or both would not be, in violation of or in default under any indenture, mortgage, deed of trust, loan agreement, bonds or other agreement or instrument to which the District is a party or by which it is or may be bound, except for violations and defaults which individually and in the aggregate are not material to the District and will not be material to the holders of the Bonds. As of the Closing Time, no event will have occurred and be continuing which with the lapse of time or the giving of notice, or both, would constitute an event of default under the Resolution or the Bonds.
- (h) The information contained in the Preliminary Official Statement, as amended and supplemented by the final Official Statement to be dated _______, 2013, and in any amendment or supplement thereto that may be authorized for use by the District with respect to the Bonds (collectively, the "Official Statement"), relating to (1) the organization, operations, and financial and other affairs of the District, (2) the financial statements referred to hereafter in this **Section 1**, (3) application by the District of the proceeds to be received by it from the sale of the Bonds, and (4) the District's participation in the transactions contemplated by the Transaction Documents is, and as of the Closing Time will be, true, correct and complete in all material respects and does not omit and will not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

- (i) For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the District hereby deems the information regarding the District contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1).
- (i) The financial statements of the District for the fiscal year ended June 30, 2012, audited by Graves and Association, CPAs, LLC, contained in the Official Statement in Appendix B attached thereto, except as noted therein, present fairly and accurately the financial condition of the District as of the date indicated and the results of its operations for the periods specified.
- (j) The District has not, since June 30, 2012, incurred any material liabilities and there has been no material adverse change in the condition of the District, financial or otherwise, other than as set forth in the Official Statement.
- (k) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the District, threatened against or affecting the District (or, to its knowledge, any basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Transaction Documents or any agreement or instrument to which the District is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Resolution.
- (g) Any certificate signed by any of the authorized officials of the District and delivered to the Underwriter will be deemed a representation and warranty by the District to the Underwriter as to the statements made therein.

SECTION 2. COVENANTS AND AGREEMENTS OF THE DISTRICT

The District covenants and agrees with the Underwriter for the time period specified, and if no period is specified, for so long as any of the Bonds remain outstanding, as follows:

- (a) The District will cooperate with the Underwriter and its counsel in any reasonable endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided that nothing contained herein will require the District to file written consents to suit or written consents to service of process in any jurisdiction in which such consent may be required by law or regulation so that the Bonds may be offered or sold. The District consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement by the Underwriter in obtaining such qualification. The Underwriter will pay all expenses and costs (including legal, registration and filing fees) incurred in connection therewith.
- (b) If, prior to the earlier of (i) 90 days after the "end of the underwriting period" (as defined in Rule 15c2-12 under the 1934 Act) or (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case earlier than 25 days after the end of the underwriting period, any event shall occur relating to or affecting the District as a result of which it is necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances existing when the Official Statement is delivered to a purchaser, not materially misleading, or the Official Statement is required to be amended or supplemented to comply with law, the District will promptly prepare and furnish, at the expense of the District, to the Underwriter and to the

dealers (whose names and addresses the Underwriter will furnish to the District) to which Bonds may have been sold by the Underwriter and to any other dealers upon request, such amendments or supplements to the Official Statement as may be necessary so that the statements in the Official Statement as so amended or supplemented will not, in the light of the circumstances existing when the Official Statement is delivered to a purchaser of the Bonds, be misleading or so that the Official Statement will comply with law.

- (c) Within seven business days after the date of this Bond Purchase Agreement or within sufficient time to accompany any confirmation that requests payment from any customer of the Underwriter, whichever is earlier, the District will provide to the Underwriter sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12(b)(4) under the 1934 Act, and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.
- (d) From the date hereof until the Closing Time, the District will furnish the Underwriter with a copy of any proposed amendment or supplement to the Official Statement for review and will not use any such proposed amendment or supplement to which the Underwriter reasonably objects.
- (e) The Resolution will require the District to execute the Continuing Disclosure Agreement in order to provide annual financial information and event notices to the Municipal Securities Rulemaking Board via the Electronic Municipal Market Access system in the manner and to the extent required by Rule 15c2-12 under the 1934 Act, and in a manner and to the extent described in Appendix C to the Preliminary Official Statement.
- (f) The District has entered into similar undertakings with respect to its outstanding bonds and obligations. The District is currently in compliance with Rule 15c2-12.

SECTION 3. PURCHASE, SALE AND DELIVERY OF THE BONDS

The Bonds will be issued under and secured as provided in the Resolution, will have the maturities and interest rates set forth on **Schedule 1** attached hereto, and will be subject to redemption as set forth in the Resolution and the Official Statement.

The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the District, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the District with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter has advised or is currently advising the District on other matters)

or any other obligation to the District except the obligations expressly set forth in this Agreement, and (iv) the District has consulted with its own professionals to the extent it deemed appropriate in connection with the offering of the Bonds.

The Underwriter initially agrees to offer the Bonds to the public at the prices set forth on **Schedule 1** hereto, but may subsequently change such offering prices; the Underwriter agrees to notify the District of such changes, if such changes occur prior to the Closing Time, but failure so to notify will not invalidate such changes. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at prices lower than the public offering prices.

Payment for the Bonds will be made by federal wire transfer or certified or official bank check or draft in immediately available federal funds payable to the order of the District or for the account of the District or to such other accounts as the District may direct at the offices of Gilmore & Bell, P.C., 2405 Grand Boulevard, Suite 1100, Kansas City, Missouri, no later than 11:00 A.M., local time, on _______, 2013, or such other place, time or date as will be mutually agreed upon by the District and the Underwriter. The date of such delivery and payment is herein called the "Closing Date," and the hour and date of such delivery and payment is herein called the "Closing Time." The delivery of the Bonds will be made in the form of a separate single fully registered Bond (which may be typewritten) for each of the maturities, duly executed and bearing CUSIP numbers (provided neither the printing of a wrong number on any Bond nor the failure to print a number thereon will constitute cause to refuse delivery of any Bond). Upon initial issuance, the ownership of the Bonds will be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of The Depository Trust Company.

SECTION 4. CONDITIONS TO THE UNDERWRITER'S OBLIGATIONS

The Underwriter's obligations hereunder will be subject to the due performance by the District of its obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the District's representations and warranties contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

- (a) The Transaction Documents will have been duly authorized, executed and delivered in the form heretofore approved by the Underwriter with only such changes therein as will be mutually agreed upon by the District and the Underwriter.
- (b) The District agrees to deliver sufficient copies of its Preliminary Official Statement, which constitutes a nearly final official statement for purposes of SEC Rule 15c2-12 and rules of the Municipal Securities Rulemaking Board, and to deliver to the Underwriter for distribution by the Underwriter, no later than seven business days after the date hereof signed or conformed copies of the Official Statement, complete in all respects and in sufficient quantity as requested by the Underwriter to comply with SEC Rule 15c2-12 and rules of the Municipal Securities Rulemaking Board.
 - (c) At the Closing Time, the Underwriter will receive:
 - (i) The opinion in form and substance satisfactory to the Underwriter, dated as of the Closing Date, of Gilmore & Bell, P.C., Bond Counsel, relating to the valid authorization and issuance of the Bonds and certain other matters:

- (ii) Executed copies of the Transaction Documents and the Bonds, together with a certificate dated the Closing Date to the effect that such documents have not been modified, amended or repealed;
- (iii) A closing certificate, in form and substance satisfactory to the Underwriter, of a representative of the District, satisfactory to the Underwriter, dated as of the Closing Date;
- (iv) Evidence that the Bonds are rated "____" by Standard & Poor's based on the Direct Deposit Program and an underlying rating of "____" based on the creditworthiness of the District;
- (v) A report from Robert Thomas, CPA, LLC, Shawnee Mission, Kansas, verifying the sufficiency of the funds and securities held under the Escrow Trust Agreement and certain other matters, in such form and with such content as is satisfactory to the Underwriter and Bond Counsel; and
- (vi) Such additional certificates, legal and other documents, listed on a closing agenda to be approved by Bond Counsel and the Underwriter, as the Underwriter may reasonably request to evidence performance or compliance with the provisions hereof and the transactions contemplated hereby and by the Transaction Documents, or as Bond Counsel shall require in order to render its opinion, all such certificates and other documents to be satisfactory in form and substance to the Underwriter.

SECTION 5. CONDITIONS TO THE OBLIGATIONS OF THE DISTRICT

The obligations of the District hereunder are subject to the Underwriter's performance of its obligations hereunder.

SECTION 6. THE UNDERWRITER'S RIGHT TO CANCEL

The Underwriter shall have the right to cancel its obligations hereunder to purchase the Bonds by notifying the District in writing or by telegram of their election to make such cancellation prior to the Closing Time, if at any time prior to the Closing Time:

- (a) The Preliminary Official Statement deemed by the District to be "final" pursuant to **Section 1** hereof is thereafter amended or supplemented in a manner that may, in the reasonable judgment of the Underwriter, have a material adverse effect on the marketability of the Bonds;
- (b) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by the General Assembly of the State of Missouri or by any other governmental body, department or agency of the State of Missouri, or a decision by any court of competent jurisdiction within the State of Missouri shall be rendered which, in the Underwriter's opinion, materially and adversely affects the market price of the Bonds, or litigation challenging the law under which the Bonds are to be issued shall be filed in any court in the State of Missouri;
- (c) A stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of

the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the federal securities laws, the Securities Act of 1933, as amended and as then in effect, or the registration provisions of the Securities Exchange Act of 1934, as amended, and as then in effect, or the qualification provisions of the Trust Indenture Act of 1939, as amended and as then in effect;

- (d) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, including all the underlying obligations, are not exempt from registration under or from other requirements of the Securities Act of 1933, as amended, and as then in effect, or the Securities Exchange Act of 1934, as amended;
- (e) Any event shall have occurred, or information become known, which, in the Underwriter's opinion, makes untrue in any material respect any statement or information contained in the Official Statement as originally circulated, or has the effect that the Official Statement as originally circulated contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;
- (f) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;
- (g) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;
- (h) Any general banking moratorium shall have been established by federal, New York or Missouri authorities; or
- (i) A material default has occurred with respect to the obligations of, or proceedings have been instituted under the Federal bankruptcy laws or any similar state laws by or against, any state of the United States or any city located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a city or state which, in the Underwriter's opinion, materially adversely affects the market price of the Bonds;
- (j) Any proceeding shall be pending or threatened by the Securities and Exchange Commission against the District;
- (k) The engagement by the United States of America in hostilities which have resulted in a declaration of war or national emergency, or the occurrence of any other outbreak of hostilities or national or international calamity or crisis, financial or otherwise, the effect of such outbreak, calamity or crisis on the financial markets of the United States of America being such as, in the reasonable opinion of the Underwriter, would adversely affect the ability of the Underwriter to market the Bonds at offering prices that do not differ significantly from the intended offering prices (it being agreed by the Underwriter that there is no outbreak, calamity or crisis of such a character as of the date hereof); or
- (l) Any event, including without limitation an actual or imminent default or moratorium in respect of payment of any United States Treasury bills, bonds or notes, which, in the Underwriter's

opinion, materially adversely affects the market price of the Bonds, the Underwriter acknowledging that no such event exists as of the date hereof.

SECTION 8. THE DISTRICT'S RIGHT TO CANCEL

The District shall have the right to cancel its obligations hereunder (and such cancellation shall not constitute a default for purposes of **Section 9** hereof) by notifying the Underwriter in writing of its election to make such cancellation prior to the Closing Time, if at any time between the date of this Bond Purchase Agreement and the Closing Time (1) legislation is enacted or for the first time be actively considered for enactment by the Congress, or recommended to the Congress for passage by any committee of such House to which such legislation has been referred for consideration, or (2) a decision by a Federal court of the United States or the United States Tax Court is rendered, or a ruling or regulation by or on behalf of the Treasury Department of the United States Tax Court is rendered, or a ruling or regulation by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency is made with respect to Federal interest subsidy payments to the District on the Bonds, or (3) other action or events has occurred or transpired, any of which has the purpose or effect, directly or indirectly, of materially adversely affecting the Federal income tax consequences (including the Federal interest subsidy payments to the District) of the Bonds.

At the request of the District, the Underwriter will provide information explaining the factual basis for the Underwriter's issue price representations in the Underwriter's Receipt for Bonds and Closing Certificate. This agreement to provide information will continue to apply after the Closing Date, but only if the District requests the information in connection with an audit or inquiry by the United States Internal Revenue Service or the United States Security and Exchange Commission or unless the information is required to be retained by the District pursuant to future regulation or similar guidance.

SECTION 9. PAYMENT OF EXPENSES

The Underwriter will be under no obligation to pay any expenses incident to the performance of the District's obligations hereunder. All expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds (including, without limitation, the fees and disbursements of Gilmore & Bell, P.C., as Bond Counsel, the fees and disbursements of the Underwriter in connection with the offering and sale of the Bonds and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, the Transaction Documents and all other agreements and documents contemplated hereby) will be paid by the District. If the Bonds are not sold by the District to the Underwriter (unless such sale be prevented at the Closing Time by the Underwriter's default), all such expenses and costs will be paid by the District.

SECTION 10. USE OF OFFICIAL STATEMENT

The District hereby ratifies and confirms the Underwriter's use of the Preliminary Official Statement, and authorizes the use of, and will make available, the Official Statement for the use by the Underwriter in connection with the sale of the Bonds.

During the period 90 days after the later of (i) the end of the period during which the Underwriter is offering Bonds which constitute the whole or a part of its unsold participations or (ii) the delivery of the Bonds to the Underwriter, (a) the District will not adopt any amendment of or supplement to the Official

Statement to which, after having been furnished with a copy, the Underwriter shall reasonably object in writing or which shall be reasonably disapproved by counsel to the Underwriter and (b) if any event relating to or affecting the District shall occur as a result of which it is necessary, in the District's opinion and in the opinion of the Underwriter, 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, the District shall forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the District and the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. The District will promptly notify the Underwriter of the occurrence of any event which may be, in its opinion, an event described in clause (b) for the preceding sentence.

SECTION 11. NOTICE

Any notice or other communication to be given under this Bond Purchase Agreement may be given by mailing or delivering the same in writing to the applicable person, as follows;

(a) If to the District:

Camdenton Reorganized School District No. R-3 of Camden County, Missouri 119 Service Road P.O. Box 1409
Camdenton, MO 65020
Attention: Superintendent of Schools

(b) If to the Underwriter:

George K. Baum & Company Plaza Colonnade 4801 Main Street, Suite 500 Kansas City, MO 64112-2006 Attention: Municipal Finance

SECTION 12. APPLICABLE LAW; NONASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri. This Bond Purchase Agreement shall not be assigned by either party.

SECTION 13. EXECUTION OF COUNTERPARTS; ELECTRONIC TRANSACTION

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

SECTION 14. RIGHTS HEREUNDER

This Bond Purchase Agreement is made for the benefit of the District and the Underwriter and no other person including any purchaser of the Bonds shall acquire or have any rights hereunder or by virtue hereof.

SECTION 13. EFFECTIVE DATE

This Bond Purchase Agreement shall become effective upon acceptance hereof by the District evidenced by execution hereof by the President of Vice President of the Board of Education as authorized by the Resolution.

IN WITNESS WHEREOF, the parties hereto have executed this Bond Purchase Agreement, all as of the day and year first above mentioned.

CAMD	ENTON	REORG	GANIZED	SCHOOL	GEOF	RGE K. BAUM & COMPANY
DISTR	ICT NO.	R-3 OF	CAMDEN	COUNTY,		
MISSO	URI					
By					$\mathbf{B}\mathbf{y}$	
-	President of	of the Boa	rd of Educat	ion		Title:

SCHEDULE 1 TO BOND PURCHASE AGREEMENT

CAMDENTON REORGANIZED SCHOOL DISTRICT NO. R-3 OF CAMDEN COUNTY, MISSOURI GENERAL OBLIGATION SCHOOL BUILDING BONDS SERIES 2013B

SERIAL BONDS

Stated Maturity Principal Annual Rate

March 1 Amount of Interest Price

TERM BONDS

Stated Maturity Principal Annual Rate

March 1 Amount of Interest Price

Mandatory Redemption as follows:

<u>Term Bonds Maturing on March 1, 20</u>
<u>Year Principal Amount</u>
<u>Term Bonds Maturing on March 1, 20</u>
<u>Year Principal Amount</u>

Term Bonds Maturing on March 1, 20Term Bonds Maturing on March 1, 20YearPrincipal AmountYearPrincipal Amount