

## FEE AGREEMENT

<b>2018A Set-Up Fee:</b>	<b>\$1,500</b>
<b>2018A Annual Fee:</b>	<b>\$2,000</b>
<b>2018B Set-Up Fee:</b>	<b>\$1,500</b>
<b>2018B Annual Fee:</b>	<b>\$2,000</b>
<b>Other Fees and Charges:</b>	<b>As Set Forth Below</b>

Secondary Market Disclosure:

No Charge

Investments:

Purchases, sales, processing maturities or calls of obligations of the United States, or any of its political subdivisions, are included in the administration fee.

Moneys invested in any of the *money markets funds* offered by Commerce Bank will be subject to a cash management fee of up to 25 basis points (.25%) against daily fund balance which will be deducted from accrued income. If accrued income does not cover the cash management fee, Commerce will refund the difference. At the fund level, certain fees and expenses, including advisory, custodial, distribution, and shareholder service expenses (12b-1 fees), as detailed in the respective fund's prospectus, are paid by the fund to Commerce Bank or its affiliates.

Early Redemption:

No Charge

Out of Pocket Expenses:

All Out-of-Pocket expenses, including but not limited to attorneys', accountants', and other professional advisor's fees, including tax documents, if any, supplies, shipping, postage, overnight safekeeping, travel lodging, and long distance telephone charges. **It is not anticipated that it will be necessary for Commerce Bank as Trustee to retain outside counsel for this financing.**

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Extraordinary Services:

Fees for extraordinary services not specifically contemplated in this schedule, including the additional responsibilities and services which may be required in the event of default, or for termination of the account prior to its scheduled termination, will be based on the activity involved and will be charged at our regular hourly rates. Commerce Bank reserves the right to impose additional fees or adjustments when called upon to undertake additional duties or responsibilities.

Default Administration:

In the event of a Default under terms of the governing instruments, the Trustee's annual fee will be set to a minimum of \$5,000, effective as of the date of the default, plus hourly charges based on Commerce Bank's then current rate for services, together with all fees, expenses, and out-of-pocket costs incurred in connection with Default Administration; including but not limited to the following fees: attorney, receivers, advisers, consultants, and other professional fees and expenses. The Trustee reserves the right to advance payment of such fees and expenses that may be incurred during the course of Default Administration.

Amendment or Modification of Documents:

Amendments, modifications, substitutions, or other changes to any of the governing documents will be subject to a fee of \$1,000 plus expenses.

Term of this Fee Schedule:

The Administration Fee shall remain in effect for the lifetime of the financing. Commerce Bank reserves the right amend the fees set forth herein from time-to-time. Such amendment will require consent from all parties to this Fee Agreement.

Termination:

If the account is terminated for any reason other than maturity or early redemption, a termination fee of \$1,500 plus expenses will be charged.

Pro-Ration of Fees:

Annual administration fees are for services rendered for any year or any part thereof. There is no pro-ration of fees whatsoever.

Possession of Funds:

The various incidental benefits available to Commerce Bank from the possession of funds as paying Agent, Trustee, or in any other capacity, have been considered in determining the fees set out in this Fee Agreement.

Payment of Fees

Funds for the payment of principal and/or interest in connection with the financing must arrive at Commerce Bank no later than 9:30 AM CT on the payment date or such earlier time as is specified in the governing documents. Commerce Bank will not be liable for any claims submitted by DTCC or others that results from failure to meet these deadlines.

Identifying Information:

As part of the Government’s effort to fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify, and record certain information that identifies each person or entity that opens any account of any type. For non-individuals, such as a business entity, charity, trust, or other legal entity, Commerce Bank will request documentation that will verify the entity’s formation and existence. Commerce Bank may also request other documentation such as financial statements, licenses, and authorization documents, including identification documents from individuals claiming authority to represent the entity.

Conditions of Acceptance:

Acceptance of all new accounts is subject to the following:

1. Receipt and review of governing documents;
2. Formal acceptance by the appropriate Trust Committee;
3. Documentation of identity as required by the Bank Secrecy Act & USA PATRIOT Act; AND
4. Written acceptance of this Fee Agreement.

Fee Payment Dates:

The Annual Administration Fee will be invoiced in arrears approximately one year from the date of the closing of the financing. Transaction charges, as well as out-of-pocket expenses for the preceding period, will be billed along with the Administration Fee.

THIS FEE AGREEMENT IS HEREBY ACCEPTED

DATED: \_\_\_\_\_

**Commerce Bank**

By: \_\_\_\_\_

**Jackson County C-2 School District (Raytown)**

By:  \_\_\_\_\_


**INVESTMENT AUTHORIZATION**

Pursuant to the applicable sections of those certain Trust Indentures, as may be amended or supplemented from time to time, any moneys which may be held in the accounts in connection with the Trust Indenture/s shall be invested in Permitted Investments.

Absent a written investment authorization, the Trustee is authorized pursuant to the Indentures to invest any moneys in the <sup>1</sup>Goldman Sachs Financial Square Government Fund (Ticker: FOAXX; CUSIP: 38141W 265). Moneys may be invested in other Permitted Investments upon the receipt of additional investment directions.

DATED: 5-29-18

JACKSON COUNTY MISSOURI C-2 SCHOOL DISTRICT (RAYTOWN)




By: 

Printed  
Name  
& Title: Steven T. Sobczak  
ASSOC. S-PT.

<sup>1</sup> Money-Market Portfolio comprised of U.S. Government and U.S. Treasury securities including bills, bonds, notes, and repurchase agreements.

**DESIGNATION OF AUTHORIZED REPRESENTATIVES**

The following named individuals are hereby designated as Authorized Representatives. The signature appearing opposite such individual's name is the true and genuine signature of such person.


<u>Name &amp; Phone Number</u>	<u>Title</u>	<u>Signature</u>
<u>Allen Merkley</u>	<u>Superintendent</u>	<u></u>
<u>Steven T. Skilton</u>	<u>ASSOC. SUPR.</u>	<u></u>
<u>Jacqueline Vernon</u>	<u>Supervisor of Finance</u>	<u></u>
<u> </u>	<u> </u>	<u> </u>

The above named individuals shall serve in such capacity until such time as his or her successor has been appointed.

THIS DESIGNATION OF AUTHORIZED REPRESENTATIVES IS HEREBY EXECUTED.

dated: 5-29-18

Jackson County Missouri C-2 School District (Raytown)

By: 

Printed Name & Title: STEVEN T. SKILTON  
ASSOC. SUPR.