

**Schedule No. 03
EXHIBIT A**

June 9, 2026

DESCRIPTION OF EQUIPMENT

RE: Master Lease Purchase Agreement dated as of July 1, 2022, between Tax-Exempt Leasing Corp. (Lessor) and City of Mills (Lessee) and Schedule No. 03 thereto dated as of June 9, 2026.

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

Quantity	Serial Number/VIN	Type, Make, Model
1		202__ Braun North Star 153-1 Ambulance on a 202__ Ford F450 Super Cab 4x4 Deisel Chassis with Stryker Power Load System and Equipment

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

Address	300 Lakeview Drive	City	Mills	State	Wyoming
County	Natrona				

Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Vehicle Identification Number ("VIN") or Serial Number in the above description of the Equipment to correspond to the final delivered and accepted Equipment as shown on the respective invoice or other supporting documents.

Lessee: City of Mills

Signature

Printed Name and Title

Date

**Schedule No. 03
EXHIBIT B**

June 9, 2026

SCHEDULE OF PAYMENTS

Rate: 5.39%

Payment Number	Payment Date	Payment	Interest	Principal	Purchase Option Price*
1	6/9/2027	\$ 63,567.74	\$ 19,548.67	\$ 44,019.07	\$ 331,411.40
2	6/9/2028	\$ 63,567.74	\$ 17,176.04	\$ 46,391.70	\$ 282,483.35
3	6/9/2029	\$ 63,567.74	\$ 14,675.52	\$ 48,892.22	\$ 231,199.22
4	6/9/2030	\$ 63,567.74	\$ 12,040.23	\$ 51,527.51	\$ 177,008.98
5	6/9/2031	\$ 63,567.74	\$ 9,262.90	\$ 54,304.84	\$ 120,487.25
6	6/9/2032	\$ 63,567.74	\$ 6,335.87	\$ 57,231.87	\$ 61,523.00
7	6/9/2033	\$ 63,567.74	\$ 3,251.07	\$ 60,316.67	\$ -
	Totals	\$ 444,974.18	\$ 82,290.30	\$ 362,683.88	

*Assumes that all rental payments and additional rentals due on and prior to that date have been paid.

Lessee: City of Mills

Signature

Printed Name and Title

Date

**Schedule No. 03
EXHIBIT C**

June 9, 2026

RE: Master Lease Purchase Agreement dated as of July 1, 2022, between Tax-Exempt Leasing Corp. (Lessor) and City of Mills (Lessee) and Schedule No. 03 thereto dated as of June 9, 2026.

FINAL ACCEPTANCE CERTIFICATE

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Final Acceptance Certificate with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 03 (the "Lease"). I hereby certify that:

1. All Equipment described on Exhibit A has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to the vendor the remaining net proceeds of the Lease by wire transfer or by check.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Rental Payments with respect to such Equipment are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Serial #/VIN: (if applicable) _____

Lessee: City of Mills

Signature

Printed Name and Title

Date

**Schedule No. 03
EXHIBIT C**

June 9, 2026

RE: Master Lease Purchase Agreement dated as of July 1, 2022, between Tax-Exempt Leasing Corp. (Lessor) and City of Mills (Lessee) and Schedule No. 03 thereto dated as of June 9, 2026.

PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 03 (the "Lease"). I hereby certify that:

1. The Equipment described below (comprising all or part of the Equipment described on Exhibit A):
 - a. ____ has been delivered and installed in accordance with Lessee's specification
 - b. ____ has been accepted where is and is pending delivery and/or installation
 - c. ____ has been delivered and accepted and is pending installation (the VIN, if applicable, shall be provided upon installation)

and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to the vendor or reimburse Lessee described below net proceeds of the Lease in the amount specified by wire transfer or by check. Such amount has not formed the basis for a previous request for payment.

2. Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes.
3. Rental Payments are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Equipment	Amount
Braun North Star 153-1 Ambulance	\$292,778.00
Serial #/VIN: (if applicable) _____	

Vendor Name and Address: Braun Northwest, Inc.
150 North Star Drive, Chehalis, WA 98532

Lessee: City of Mills

Signature

Printed Name and Title

Date

**Schedule No. 03
EXHIBIT C**

June 9, 2026

RE: Master Lease Purchase Agreement dated as of July 1, 2022, between Tax-Exempt Leasing Corp. (Lessor) and City of Mills (Lessee) and Schedule No. 03 thereto dated as of June 9, 2026.

PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 03 (the "Lease"). I hereby certify that:

1. The Equipment described below (comprising all or part of the Equipment described on Exhibit A):
 - a. ____ has been delivered and installed in accordance with Lessee's specification
 - b. ____ has been accepted where is and is pending delivery and/or installation
 - c. ____ has been delivered and accepted and is pending installation (the VIN, if applicable, shall be provided upon installation)

and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to the vendor or reimburse Lessee described below net proceeds of the Lease in the amount specified by wire transfer or by check. Such amount has not formed the basis for a previous request for payment.

2. Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes.
3. Rental Payments are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Equipment	Amount
Tait TM9900 Radio and Equipment	\$4,327.78
Serial #/VIN: (if applicable) _____	

Vendor Name and Address: Rocky Mountain Communication Systems
414 S. Elm, Casper, WY 82601

Lessee: City of Mills

Signature

Printed Name and Title

Date

Schedule No. 03
EXHIBIT D

OPINION OF COUNSEL

(Must be Re-typed onto attorney's letterhead)

June 9, 2026

Tax-Exempt Leasing Corp.
203 E. Park Avenue
Libertyville, Illinois 60048

RE: Master Lease Purchase Agreement dated as of July 1, 2022, between Tax-Exempt Leasing Corp. (Lessor) and City of Mills (Lessee) and Schedule No. 03 thereto dated as of June 9, 2026.

WAIVED

Schedule No. 03
EXHIBIT E

June 9, 2026

LESSEE RESOLUTION

RE: Master Lease Purchase Agreement dated as of July 1, 2022, between Tax-Exempt Leasing Corp. (Lessor) and City of Mills (Lessee) and Schedule No. 03 thereto dated as of June 9, 2026.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 03 dated as of June 9, 2026 to the Master Lease Purchase Agreement dated as of July 1, 2022, between **City of Mills** (Lessee) and **Tax-Exempt Leasing Corp.** (Lessor).
2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule.

Authorized Individual(s): _____
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

In addition to the Authorized Individual(s) above, the Governing Body of Lessee further authorizes the following individual to sign any Payment Request and Partial Acceptance Certificate form and/or Final Acceptance Certificate:

Authorized Individual(s): _____
(Printed or Typed Name and Title of individual(s) authorized to execute any Payment Request and Partial Acceptance Certificate and/or Final Acceptance Certificate)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body, who is not listed as "Authorized Individual" above)

Typed Name: _____ Title: _____
(Typed name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Typed Name: _____ Title: _____
(Typed name of individual who signed directly above) (Title of individual who signed directly above)

Schedule No. 03
EXHIBIT F

June 9, 2026

BANK QUALIFIED CERTIFICATE

RE: Master Lease Purchase Agreement dated as of July 1, 2022, between Tax-Exempt Leasing Corp. (Lessor) and City of Mills (Lessee) and Schedule No. 03 thereto dated as of June 9, 2026.

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Agreement and Schedule are executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates this Agreement and Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement and this Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Agreement and Supplement are executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

By: _____
(Signature of individual authorized to execute this Exhibit)

Name: _____ Title: _____
(Printed name of individual who signed directly above) (Title of individual who signed directly above)

Schedule No. 03
EXHIBIT G

June 9, 2026

AGREEMENT TO PROVIDE INSURANCE

Lessee:

Name: City of Mills
Address: 704 Fourth Street (physical) P.O. Box 789 (mailing)
Mills, Wyoming 82644
Phone: 307-234-6679

Lessor/Certificate Holder:

Name: Tax-Exempt Leasing Corp., AOIA
Address: 203 E. Park Avenue
Libertyville, Illinois 60048
Phone: 847-247-0771

Description of Equipment: 202__ Braun North Star 153-1 Ambulance on a 202__ Ford F450 Super Cab 4x4 Deisel Chassis with Stryker Power Load System and Equipment

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I authorize Tax-Exempt Leasing Corp. or its assigns to contact the insurance company shown below, in order to obtain the required proof of coverage. I further authorize the Agent/Company below to issue a Certificate noting Lessor's interest in the equipment and showing **Tax-Exempt Leasing Corp. and/or its assigns as additional insured and loss payee.**

Please e-mail to marlas@taxexemptleasing.com or fax to 615-396-3232

Insurance Company: _____

Name of Agent: _____

Address: _____

Phone: _____

Email: _____

Policy #: _____

Lessee: City of Mills

Signature

Printed Name and Title

**Schedule No. 03
EXHIBIT H**

June 9, 2026

LESSEE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of July 1, 2022, between Tax-Exempt Leasing Corp. (Lessor) and City of Mills (Lessee) and Schedule No. 03 thereto dated as of June 9, 2026.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 03 thereto (the "Lease"). I hereby certify that:

1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.

2. The governing body of Lessee has approved the authorization, execution and delivery of the Lease on its behalf by the authorized representative of Lessee who signed the Lease.

3. During the term of the Lease, the Equipment will be used for essential governmental functions. Such functions are:

4. The source of funds (fund Item in budget) for the Rental Payments that come due under Exhibit B of this Lease is as follows:

5. Lessee reasonably expects and anticipates that adequate funds will be available for all future Rental Payments that will come due under Exhibit B because:

Lessee: City of Mills

Signature

Printed Name and Title

**Schedule No. 03
Exhibit I**

**NOTICE OF ASSIGNMENT
AND
LETTER OF DIRECTION**

Tax-Exempt Leasing Corp. ("Lessor") hereby gives notice to City of Mills ("Lessee") that it has assigned all of its rights to receive payments under Schedule No. 03 to the Master Lease Purchase Agreement dated July 1, 2022, as set out in Section 7.01 of said Master Lease Purchase Agreement, and in any of the Equipment now or hereafter leased thereunder, including without limitation all amounts of rent, insurance, and condemnation proceeds, indemnity or other payment proceeds due to become due as a result of the sale, lease or other disposition of the Equipment, all rights to receive notices and give consents and to exercise the rights of the Lessor under the Lease, and all rights, claims and causes of action which Lessor may have against the manufacturer or seller of the Equipment in respect of any defects therein.

This Master Lease Purchase Agreement, Schedule No. 03, requires seven (7) annual payments in the amount of \$63,567.74 each. As of the date of assignment, seven (7) payments remain on the contract. These payments have been assigned to:

*Santander Bank, N.A.
3 Huntington Quadrangle, #101N
Melville, NY 11747*

FEIN: 23-1237295

(The above should be listed as lien holder on all vehicle titles)

All future payments, however, should be made payable to and forwarded to the following:

*Tax-Exempt Leasing Corp.
P.O. Box 847386
Boston, MA 02284-7386*

Any assigned payments received by Lessor are received in trust for assignee and will be immediately delivered to Assignee.

Lessee: City of Mills

Lessor: Tax-Exempt Leasing Corp.

Signature

Signature

Printed Name and Title

Mark M. Zaslavsky, President
Printed Name and Title

Date

Date

Lease Payment Invoice Instructions

Lessee: City of Mills

Tax ID#: 83-6000080

Invoice mailing address: Department: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Contact Name: _____

Phone Number: _____

Email: _____

Description to be shown on lease payment invoice: Braun North Star Ambulance

Internal Escrow Letter

June 9, 2026

Santander Bank, N.A.
3 Huntington Quadrangle, #101N
Melville, NY 11747

Re: Schedule No. 03 dated June 9, 2026 to Master Lease Purchase Agreement dated July 1, 2022 (the "Lease") by and between City of Mills ("Lessee") and Tax-Exempt Leasing Corp. ("Lessor"), concurrently assigned to Santander Bank, N.A. ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing a 202__ Braun North Star 153-1 Ambulance on a 202__ Ford F450 Super Cab 4x4 Deisel Chassis with Stryker Power Load System and Equipment (the "Equipment") in the amount of \$362,683.88 (the "Financed Amount"). Lessee hereby requests that Assignee retain \$362,683.88 (the "Retained Amount"). Lessee further requests that Assignee hold the Retained Amount in an internal escrow pending Assignee's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Assignee in consideration of managing the internal escrow account.

Lessee acknowledges that Assignee may commingle the Retained Amount held by Assignee for the benefit of Lessee with other funds held by Assignee for its own account, so long as Assignee maintains segregation of such amounts on the books and records of Assignee.

Sincerely,

Lessee: City of Mills

Signature

Printed Name and Title

Date

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Department of the Treasury
Internal Revenue Service

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name City of Mills		2 Issuer's employer identification number (EIN) 83-600080
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) P.O. Box 789	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Mills, Wyoming 82644		7 Date of issue 06/09/2026
8 Name of issue Braun North Star Ambulance and Equipment		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Nathan Romrell, Treasurer		10b Telephone number of officer or other employee shown on 10a 307-234-6679

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 \$362,683.88
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ▶	18
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>	
b If bonds are BANs, check only box 19b <input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>	

Part III Description of Bonds. 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	06/09/2033	\$ 362,683.88	\$	4 years	5.39 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____ years
33 Enter the last date on which the refunded tax-exempt 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 ▶ (MM/DD/YYYY) _____		
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 <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box	<input checked="" type="checkbox"/>	
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	<input type="checkbox"/>	
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> 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	<input type="checkbox"/>	
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	<input type="checkbox"/>	
44	If the issuer has established written procedures to monitor the requirements of section 148, check box	<input type="checkbox"/>	
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

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	▶ _____ Date	▶ _____ 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	PTIN
	Firm's name ▶ _____			Firm's EIN ▶ _____	
	Firm's address ▶ _____			Phone no. _____	

**Amendment to Master Lease Purchase Agreement dated as of July 1, 2022 between
Tax-Exempt Leasing Corp. (Lessor) and City of Mills (Lessee)**

WHEREAS the Lessor and Lessee entered into a Master Lease Purchase Agreement dated as of July 1, 2022 (the "Agreement") and

WHEREAS Section 10.04 of the Agreement allows it to be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor, Lessee, and Assignee hereby agree as follows:

1. Section 10.05 is hereby deleted in its entirety and replaced with the following: "**Section 10.05. Counterparts; Electronic Signature.** This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. Each party hereby acknowledges and agrees that this Agreement constitutes an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile, .pdf, and DocuSign) and shall be considered original signatures for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time."

2. This Amendment shall only apply to any transactions entered into on or after the date listed below. This Amendment shall not apply to any previously-signed transactions.

All other terms and conditions of the Agreement and its supporting documents shall remain in full force and effect.

Lessor, Lessee, and Assignee have caused this Amendment to be executed in their names by their duly authorized representatives listed below.

Date: June 9, 2026

Lessee: City of Mills

By: _____

Name: _____

Title: _____

Lessor: Tax-Exempt Leasing Corp.

By: _____

Name: Mark M. Zaslavsky

Title: President

Assignee: Santander Bank, N.A.

By: _____

Typed: _____

Title: _____