

Bank Name	Interest Rate	Annual Payment Amount	Total Interest Cost	Total Cost	Origination Fee
Central Bank	3.67%, annual 3.86% annual compounding period, 360 day year	\$ 59,924.05	\$ 12,598.14	\$ 180,172.14	\$400
Clayton Holdings	3.7% annual compounding period, actual 365	\$ 60,081.85	\$ 13,068.75	\$ 180,243.15	\$250 per escrow account
County Bank	4.38%, annual compounding, actual 360 year	\$ 59,900.25	\$ 12,526.34	\$ 179,700.74	None
First State	4.950% annual compounding, actual 365	\$ 60,748.01	\$ 15,069.63	\$ 182,244.03	\$120 filing fees (included in lease amount)
Regional MO	5.47%, annual	\$ 61,332.88	\$ 16,824.24	\$ 183,998.64	None
Baystone Government Financing		\$ 61,929.26	\$ 18,613.38	\$ 185,787.78	None

*no prepayment penalty

*ability to split into 2 leases instead of one

*no prepayment penalty unless using grant funds or refinancing

*no early payoff or prepayment fees.

*ability to split into 2 leases instead of one

*cannot be prepaid or refinanced within the first year

*prepayment penalty fee if done after the first year

*no repayment fee for early payoff

*no mention of early payment penalty in provided lease documents

*ability to be split into 2 leases instead of one

*all proposals have first payments due November/December 2026.



October 15, 2025

City Hall
660-263-4420

City Manager
660-269-7662

City Clerk
660-269-7652

Code Enforcement/
Building Inspection
660-269-7638

Community
Development
660-269-7638

Finance
660-269-7637

Fire Non-Emergency
660-263-4177

Fire Emergency
911

Parks & Recreation
660-263-6757

Personnel/
Purchasing
660-269-7669

Police Non-Emergency
660-263-0346

Police Emergency
911

Public Utilities
660-269-7649

Street Maintenance
660-269-7638

Request for Proposals

The City of Moberly is requesting proposals for lease purchase financing of several pieces of equipment for varied terms. Detailed information follows below.

General Information and Terms:

Lease purchase: Annually appropriated tax-exempt lease-purchase (municipal lease), with purchase option at maturity of lease term. Total value of all listed items is \$167,174.40.

Lease payments: Provide annual payment amounts for the requested lease terms as identified with each group or piece of equipment as shown in Attachment A.

Lease term: A 3 year term is being requested. Please provide description of special terms or arrangements to facilitate this financing, for example creation of an escrow account to hold funds until equipment is delivered or ready to ship.

Insurance: The City will provide evidence of self insurance or provide third party insurance for the full loss value of leased equipment, with lessor named as loss payee.

Submission of Proposals: Proposals shall be valid for not less than thirty five (35) days. Proposals are to be submitted via e-mail to Allison Boyd, Director of Finance, at aboyd@cityofmoberly.com no later than 11:00 AM on Wednesday, October 29, 2025. Proposals received after that time will not be considered.

The City of Moberly, Missouri, reserves the right to reject any and all proposals submitted and/or request additional information.

Lease Documentation: Lessor is responsible for providing lease documentation acceptable to the City. State statutes require a non-appropriation clause to be included in the unlikely event that the City is unable to appropriate annual funding for the lease purchase. The City Attorney will provide written opinion that the transaction is legal, valid, and binding after the documents are found to be acceptable.

Anticipated Debt Issuance: At this time, the City of Moberly is not planning to issue any debt during calendar year 2025.

Evaluation of Bids and Award of Contract

Evaluation of the proposals will be made after the opening of bids on Wednesday, October 29, 2025. Award of the bid to the successful firm is expected to be made no later than November 17, 2025. If you desire additional information or any clarification, please contact Allison Boyd, Director of Finance, at 660-269-7601 or aboyd@cityofmoberly.com.

ATTACHMENT A

Description of financed items and requested terms of financing.

Item 1 – Public Works Department – One (1) Crafcro Crack Sealer, Model ss125



Amount to be financed - \$85,187.40

Length of Financing - 3 years

Payment Terms – In arrears

Expected Delivery of Equipment – end of October 2025

Item 2 – Public Works Department – One (1) Cat 305.5 Mini Excavator

Amount to be financed - \$81,987.00

Length of Financing - 3 years

Payment Terms – In arrears

Expected Delivery of Equipment – end of October 2025





October 16, 2025

City of Moberly
101 West Reed Street
Moberly, MO 65270

RE: Lease/Purchase Financing Bid Dated October 15, 2025 (Crafco Crack Sealer and Cat 305.5)

City of Moberly:

We appreciate the opportunity to bid on the lease-purchase proposal dated October 15, 2025. Central Bank of Moberly is pleased to offer the following financing option:

- **\$167,174.40 Lease/Purchase amount (One lease or two separate if preferred)**
- **Rate 3.67% Fixed for 3 years with annual payments**
- **\$400 Origination Fee (\$200 each not to exceed \$400 total if financed separately)**
- **No prepayment penalties**

This bid is good for 60 days from the date of this letter. Please contact me at (660) 263-1234 should you have further questions.

Sincerely,

Aaron Brown
Senior Vice President
Central Bank of Moberly



Date	Rate	Amount	Int	Prin	Balance
11/1/2025	3.67%	\$ 167,174.40			\$ 167,174.00
11/1/2026	3.67%	\$ (59,924.05)	\$ (6,220.50)	\$ (53,703.55)	\$ 113,470.45
11/1/2027	3.67%	\$ (59,924.05)	\$ (4,222.20)	\$ (55,701.85)	\$ 57,768.60
11/1/2028	3.67%	\$ (59,924.05)	\$ (2,155.44)	\$ (57,768.61)	\$ (0.01)

Date	Rate	Amount	Int	Prin	Balance
11/1/2025	3.67%	\$ 85,187.40			\$ 85,187.40
11/1/2026	3.67%	\$ (30,535.69)	\$ (3,169.80)	\$ (27,365.89)	\$ 57,821.51
11/1/2027	3.67%	\$ (30,535.69)	\$ (2,151.52)	\$ (28,384.17)	\$ 29,437.34
11/1/2028	3.67%	\$ (30,535.69)	\$ (1,098.36)	\$ (29,437.33)	\$ 0.01

Date	Rate	Amount	Int	Prin	Balance
11/1/2025	3.67%	\$ 81,987.00			\$ 81,987.00
11/1/2026	3.67%	\$ (29,388.50)	\$ (3,050.71)	\$ (26,337.79)	\$ 55,649.21
11/1/2027	3.67%	\$ (29,388.50)	\$ (2,070.69)	\$ (27,317.81)	\$ 28,331.41
11/1/2028	3.67%	\$ (29,388.50)	\$ (1,057.09)	\$ (28,331.41)	\$ (0.00)



8000 Forsyth Boulevard
St. Louis, Missouri 63105-1797
(314) 746-3678

10/29/2025

Allison Boyd
Director of Finance
City of Moberly, MO
101 West Reed Street
Moberly, MO 65270-1551

**Re: "Lease-Purchase Financing Request for Proposal"
Due October 29, 2025 by 11:00 AM**

Thank you for considering Clayton Holdings, LLC as your financial partner!

Statement of Qualifications

Clayton Holdings, LLC is an equity subsidiary of Commerce Bancshares, Inc.

Commerce Bank operates as a super community bank offering an array of sophisticated financial products delivered with high quality, personal, customer service.

Commerce Bank at a glance:

- Super-Community Bank in the industry for over 160 years
- \$32.3 Billion in assets
- 42nd largest U.S. Bank based on asset size
- The majority of the Company's pre-tax profit is generated from nine key markets including; Kansas City, St. Louis, and Springfield, Missouri; Central Missouri; Central Illinois; Wichita, Kansas; Tulsa, and Oklahoma City, Oklahoma; and Denver, Colorado

Commerce Bank, Clayton Holdings, LLC and CBI Equipment Finance, Inc., its leasing division, have provided funding for governmental entities across the entire footprint of the Bank. The tax-exempt leasing portfolio is currently in excess of \$157 million. The Bank possesses the necessary capital, experience and product knowledge to meet and exceed the requirements necessary for the proposed transaction.

Please find enclosed our proposal. Below, as part of this letter, you will also find a brief biography of the principal parties involved in the closing of the lease with the City.

Ashley J. Stout, Equipment Finance Sales Officer II, Tax-Exempt Leasing and Finance

Ms. Stout works to facilitate and coordinate all governmental lease transactions for Municipal customers in the Bank's market area. She received a Bachelor's degree in Business Administration from Wichita State University and has over 19 years of experience in Banking. She specializes in handling customer service requests, with a particular emphasis in the lease process, data collection, proposal preparation, funding/closing and client/vendor relations. She works directly with the Bank's customers to develop financing structures specifically tailored to meet our customer's varied financial requirements. Ms. Stout is registered as a Municipal Securities Representative and Government Securities Representative with the Board of Governors of the Federal Reserve System.

Financial Information

Please find the Bank's Annual Report and Form 10-K to include the Bank's History and Financial information available on the Bank's website:

<https://www.commercebank.com/about-us/get-to-know-us>

Current Reference:

We have previously completed financings with the City:

Greg Hodge
Assistant to the City Manager
City of Moberly, MO
101 West Reed Street
Moberly, MO 65270

Clayton Holdings, LLC presently intends to hold the lease until maturity. Our proposal is subject to final credit underwriting and approval, as well as final documents acceptable to both parties.

Please do not hesitate to contact us with any questions or clarifications regarding our response to this RFP.

Thank you again for your consideration.

Kind Regards,



Ashley Stout
Officer of Clayton Holdings, LLC
Vice President; Equipment Finance Officer II –
Commerce Bank
301 S. 4th Street, Suite 120
Manhattan, KS 66503
Phone: 785-587-1543
Ashley.Stout@commercebank.com



Brad Roberts
President – Commerce Bank
1415 N. Morley
Moberly, MO 65270
Phone: 660-269-5704
Brad.Roberts@commercebank.com



8000 Forsyth Boulevard
St. Louis, Missouri 63105-1797
(314) 746-3678

10/29/2025

Allison Boyd
Director of Finance
City of Moberly, MO
101 West Reed Street
Moberly, MO 65270-1551

On behalf of Clayton Holdings, LLC, we would like to offer the following lease-purchase proposal for your consideration:

Type of Financing:	A tax-exempt, State and Municipal Lease/ Purchase Agreement (the "Lease").
Lessor:	Clayton Holdings, LLC – An equity subsidiary of Commerce Bank.
Lessee:	City of Moberly, MO
Equipment:	One (1) New Crafcoc Crack Sealer, Model ss125 One (1) New Cat 305.5 Mini Excavator
Total Finance Amount:	\$167,174.40
Commencement Date:	On or before 11/29/2025
Base Term:	3 years (36 months)
Interest Rate:	3 year – 3.86% fixed, rate locked until 11/29/2025
Payment Amount:	\$60,081.05 (3 payments, first payment due 1 year after closing).
Payment Frequency:	Annual/Arrears <i>*The first payment is due 1 year after closing.</i>
Interest Rate Adjustment:	The above quoted interest rate is based on a spread over the Three (3) year Treasury rate (the "Index"). For Purposes of this proposal, as of 11/29/2025 the Three (3) year Treasury rate is 3.50%. In the event the transaction does not close by 11/29/2025, Lessor reserves the right, but has no obligation, to adjust the Interest Rate after 11/29/2025 based on changes in the Index between the Quote Date and the Commencement Date. The adjustment, if made, would preserve Lessor's original lease investment assumption on a nominal pre-tax yield basis. Interest will be computed on the basis of an Actual/360-day year and must be exempt from federal income taxation.
Documentation:	Shall be provided by Lessor. Funding of the Lease is contingent, in part, upon receipt and review by Lessor of executed Lease documentation in form acceptable to Lessor and Lessee.
Early purchase Option:	In the event Lessee desires to prepay this lease, they may do so in whole, but not in part at a premium of the then current outstanding principal balance, calculated as follows; 3% in year (1), 2% in year (2), and 1% in each year thereafter until maturity. There is no prepayment penalty if Lessee is using funds other than proceeds of a grant or an actual or anticipated refinancing.

- General Terms:** This financing structure, rate and payment are based on the Transaction being designated as Tax Exempt and Bank Qualified under the IRC Section 103 and 265 b (3). The Lessee does not intend to issue more than \$10 million dollars in tax-exempt obligations in the current calendar year.
- Titles/Liens:** Lessor shall have a perfected security interest in the Equipment. Titled equipment will require a 1st lien position on the MSO and Title.
- Non-appropriation:** The Lease shall provide for Lessee to terminate the agreement at the end of any fiscal period if insufficient funds are available to make the scheduled Rental Payments due in the following fiscal period.
- Escrow:** Upon closing, funds shall be disbursed into an escrow account to be maintained by Lessor's designated as escrow agent. Upon final delivery and acceptance of all of the equipment, and receipt of Lessee's authorization to release funds, escrow agent shall disburse payment to the vendors. Terms, conditions, and procedures regarding escrow and escrow agreement are subject to mutual approval by Lessee and Lessor. It is intended that the interest earnings on un-disbursed funds shall accrue for the benefit of Lessee. **There is a \$250 fee for each escrow account. This fee is not applicable if an escrow is not required.**
- Net Lease:** The lease shall be a net lease in all respects, and Lessee shall be responsible for all fees, charges, assessments or other costs and expenses of every nature whatsoever arising from the lease of the Equipment.
- Not a Commitment:** The terms set forth herein reflect a proposed, preliminary structure and are subject to final credit approval by Clayton Holdings, LLC and the negotiation of mutually acceptable documentation. These terms are being provided to the Lessee with the understanding that neither the terms nor their substance shall constitute a definitive agreement or an exhaustive statement of all terms and conditions which may ultimately be included in a transaction among Lessee and Lessor. This is a proposal only and not a commitment to lend. Final approval and funding of the transaction is based on a formal credit review by Lessor, including final lease documentation acceptable to both Lessee and Lessor.

This proposal is not intended to, and does not create, in any way, a legally binding or any other type of commitment or obligation on the part of Clayton Holdings, LLC, or any of its/their subsidiaries, and/or any of its/their employees. Information regarding this proposal, including the financial statements of Lessee necessary to complete the credit process, may be provided to third party funding sources in either written or electronic format.

The representatives shown below are "not" Municipal advisors, financial advisors, agents or fiduciaries to any person or entity. Clayton Holdings, LLC and its representatives are responding to an RFP issued by the Lessee. Lessee acknowledges that it is entitled to engage municipal advisory services should it elect to do so. Clayton Holdings, LLC is acting for its own loan account; this communication consists solely of general information under which Clayton Holdings, LLC may be willing to fund a loan. Thank you for the opportunity to offer this proposal. We appreciate your consideration and look forward to your favorable response. Should you have any questions, please do not hesitate to contact us.

Respectfully submitted,



Ashley Stout
Officer of Clayton Holdings, LLC
Vice President; Equipment Finance Officer II –
Commerce Bank
Phone: 785-587-1543
ashley.stout@commercebank.com



Brad Roberts
President – Commerce Bank, Moberly
Phone: 660-269-5704
brad.roberts@commercebank.com

Compound Period: Annual

Nominal Annual Rate: 3.860%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	11/29/2025	167,174.40	1		
2 Payment	11/29/2026	60,081.05	3	Annual	11/29/2028

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	11/29/2025				167,174.40
2025 Totals		0.00	0.00	0.00	
1	11/29/2026	60,081.05	6,452.93	53,628.12	113,546.28
2026 Totals		60,081.05	6,452.93	53,628.12	
2	11/29/2027	60,081.05	4,382.89	55,698.16	57,848.12
2027 Totals		60,081.05	4,382.89	55,698.16	
3	11/29/2028	60,081.05	2,232.93	57,848.12	0.00
2028 Totals		60,081.05	2,232.93	57,848.12	
Grand Totals		180,243.15	13,068.75	167,174.40	

Last interest amount decreased by 0.01 due to rounding.

From: [Kal Cleavinger](#)
To: [Allison Boyd](#)
Subject: Lease Proposal
Date: Tuesday, October 28, 2025 4:13:09 PM
Attachments: [mobcopier_20251023_125910.pdf](#)
[mobcopier_20251028_153631.pdf](#)
[mobcopier_20251028_153624.pdf](#)

Ms. Boyd

County Bank is pleased to offer the following financing for the City's acquisition of a Crafcro Crack Sealer and a Cat Mini Excavator.

Amount: 167,174.40
Terms: Three years with annual payments in arrears
Interest Rate: 3.70%
Fees and Expenses: None

This rate quote is valid for 35 days. If the lease is not closed within 35 days, we can either submit a new rate or fund the lease and place the proceeds in an escrow account until the lease is closed.

Attached are three payment schedules. One assuming a single lease of \$167,174.40 and two more assuming two separate leases.

Kal Cleavinger
Chairman/CEO

NMLS#674082

County Bank – NMLS#449867
1615 North Morley
Moberly, MO 65270
Phone: 660-263-7100
Mobile: 660-349-7100
Fax: 660-263-7528

Date: 10/23/2025

COUNTY BANK

Page 1

Funding Date:	11/01/2025	Compounding:	U.S. Rule	Principal:	167,174.40
First Payment Date:	11/01/2026	Period:	Actual/365	Initial Interest Rate:	0.000%
		Pmt Schedule:	Annually	Interest Rate:	3.700%
				Pmt Amount:	59,900.25

Payment Number	Payment Date	Payment Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
1	11/01/2026	365	\$59,900.25	6,185.45	53,714.80	113,459.60	\$53,714.80
2	11/01/2027	365	\$59,900.25	4,198.01	55,702.24	57,757.36	\$109,417.04
3	11/01/2028	366	\$59,900.24	2,142.88	57,757.36	.00	\$167,174.40
2028	Totals:		179,700.74	12,526.34	167,174.40		
	Grand Totals:		179,700.74	12,526.34	167,174.40		

This amortization schedule is provided to you for your convenience. The amortization may include estimates based upon information provided by you. Actual terms of credit offered by us may vary from this amortization schedule. The outstanding balance shown above will vary from your actual outstanding balance owed to the Bank because of the timing of payments.

Date: 10/28/2025

COUNTY BANK

Page 1

Funding Date:	10/28/2025	Compounding:	U.S. Rule	Principal:	85,187.40
First Payment Date:	10/28/2026	Period:	Actual/365	Initial Interest Rate:	0.000%
		Pmt Schedule:	Annually	Interest Rate:	3.700%
				Pmt Amount:	30,523.49

Payment Number	Payment Date	Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
1	10/28/2026	365	\$30,523.49	3,151.93	27,371.56	57,815.84	\$27,371.56
2	10/28/2027	365	\$30,523.49	2,139.19	28,384.30	29,431.54	\$55,755.86
3	10/28/2028	366	\$30,523.49	1,091.95	29,431.54	.00	\$85,187.40
2028	Totals:		91,570.47	6,383.07	85,187.40		
	Grand Totals:		91,570.47	6,383.07	85,187.40		

This amortization schedule is provided to you for your convenience. The amortization may include estimates based upon information provided by you. Actual terms of credit offered by us may vary from this amortization schedule. The outstanding balance shown above will vary from your actual outstanding balance owed to the Bank because of the timing of payments.

Funding Date:	10/28/2025	Compounding:	U.S. Rule	Principal:	81,987.00
First Payment Date:	10/28/2026	Period:	Actual/365	Initial Interest Rate:	0.000%
		Pmt Schedule:	Annually	Interest Rate:	3.700%
				Pmt Amount:	29,376.76

Payment Number	Payment Date	Payment Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
1	10/28/2026	365	\$29,376.76	3,033.52	26,343.24	55,643.76	\$26,343.24
2	10/28/2027	365	\$29,376.76	2,058.82	27,317.94	28,325.82	\$53,661.18
3	10/28/2028	366	\$29,376.75	1,050.93	28,325.82	.00	\$81,987.00
2028	Totals:		88,130.27	6,143.27	81,987.00		
	Grand Totals:		88,130.27	6,143.27	81,987.00		

This amortization schedule is provided to you for your convenience. The amortization may include estimates based upon information provided by you. Actual terms of credit offered by us may vary from this amortization schedule. The outstanding balance shown above will vary from your actual outstanding balance owed to the Bank because of the timing of payments.

From: [Craig Plaster](#)
To: [Allison Boyd](#)
Subject: RE: City of Moberly Financing RFP
Date: Tuesday, October 28, 2025 3:25:25 PM
Attachments: [City of Moberly Financing RFP Bid.pdf](#)

Good afternoon Allison,

Attached is our Financing bid illustration in response to your October 15, 2025 Request for Proposals.


We are proposing one lease for both pieces of equipment in the amount of \$167,174.40. Our illustration assumes a funding date of 11-1-25 with the first of 3 annual payments due 11-1-26. Those dates are flexible based upon the City's actual requirements. Our interest rate bid is 4.95% fixed, requiring three annual payments of \$61,332.88. We will provide our standard municipal lease documents subject to the approval of the City and its Attorney with no additional fees on our part.

Let me know if you have any questions or need clarification.

Thank you for the opportunity to bid on this equipment for the Public Works Department!

Craig H. Plaster, CFO
Regional Missouri Bank
CraigP@regionalmo.bank
1-660-263-2280
1-660-263-1303 Fax

From: Allison Boyd <aboyd@cityofmoberly.com>
Sent: Wednesday, October 15, 2025 5:30 PM
To: Weathers Chris (cweathers@FSCB.com) <cweathers@FSCB.com>; Stoneking Tricia (tricia@countybankonline.com) <tricia@countybankonline.com>; mskubic@fscb.com; Michael Roberts <MichaelR@regionalmo.bank>; Roberts Brad (brad.roberts@commercebank.com) <brad.roberts@commercebank.com>; Craig Plaster <CraigP@regionalmo.bank>; john.meystrick@centralbank.net; Michelle Legrand (michelle.legrand@centralbank.net) <michelle.legrand@centralbank.net>; Jarrett Nikki (njarrett@FSCB.com) <njarrett@FSCB.com>; Farris Shelly (diane.farris@commercebank.com) <diane.farris@commercebank.com>; Cleavinger Matt (mattcleavinger@countybankonline.com) <mattcleavinger@countybankonline.com>; jason.ramsey@callawaybank.com
Cc: Greg Hodge <gregh@cityofmoberly.com>
Subject: City of Moberly Financing RFP



Date: 10/28/2025

Regional Missouri Bank

Page 1

Funding Date:	11/01/2025	Compounding:	U.S. Rule	Principal:	167,174.40
First Payment Date:	11/01/2026	Period:	Actual/365	Initial Interest Rate:	0.000%
		Pmt Schedule:	Annually	Interest Rate:	4.950%
				Pmt Amount:	61,332.88

Payment Number	Payment Date	Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
1	11/01/2026	365	\$61,332.88	8,275.13	53,057.75	114,116.65	\$53,057.75
2	11/01/2027	365	\$61,332.88	5,648.77	55,684.11	58,432.54	\$108,741.86
3	11/01/2028	366	\$61,332.88	2,900.34	58,432.54	.00	\$167,174.40
2028	Totals:		183,998.64	16,824.24	167,174.40		
Grand Totals:			183,998.64	16,824.24	167,174.40		

This amortization schedule is provided to you for your convenience. The amortization may include estimates based upon information provided by you. Actual terms of credit offered by us may vary from this amortization schedule. The outstanding balance shown above will vary from your actual outstanding balance owed to the Bank because of the timing of payments.



First State Community Bank

October 29, 2025

Attn: Allison Boyd, Director of Finance
City of Moberly
101 West Reed Street
Moberly MO 65270

Re: Request for Bid

First State Community Bank is pleased to provide the following proposal to serve as lessor to the City of Moberly's approximately \$167,174.40 to purchase one Crafcro Crack Sealer equipment. Our proposal is outlined below:

Lessee City of Moberly

**Lessor
Contacts** Mike Skubic, Loan Officer
First State Community Bank
100 S Fourth Street
Moberly, Missouri 65270
(660) 372-8707
miskubic@fscb.com

Janet Jansen, Municipal Services Manager
First State Community Bank
201 East Columbia Street
Farmington, Missouri 63640
(573) 290-3756
jjansen@fscb.com

About Us Founded in 1954, First State Community Bank is a financial leader in the State of Missouri committed to growing stronger communities by helping people and organizations achieve and protect financial success. Since the creation of the First State Community Bank Government Lending Department in 2013, the Bank has completed over 350 financings for Missouri municipalities with a total amount financed of over \$390,000,000.

Pricing

Lease 1	
Interest Rate:	4.38%
Amortization:	3- Year Term
Lease amount:	\$167,174.40
Interest Day Basis:	ACT/360
Payment Structure:	Options Available, annual payment schedule attached

The proposal and rate committed to in this letter is based on designating the lease as a bank qualified, tax-exempt obligation. If the tax status were to change during the term of the lease, the interest rate would be increased by 1.25% to the date the lease was deemed taxable. The interest rate quoted above is dependent on the lease closing within 45 days from the date of this letter.

Services First State Community Bank will provide the City with all required lease documents, including the authorizing ordinance for the City Council to approve. Form documents to be provided have been prepared by Gilmore & Bell, P.C.



First State Community Bank

Lessor Fees \$120.00 to cover the cost of the UCC filings and the filing of Form 8038-G with the IRS on behalf of the City (this fee will included in the lease amount).

Prepayment The lease cannot be prepaid or refinanced within the first year.

Reserve Fund First State Community Bank will not require a debt service reserve fund.

**Other /
Conditions
Precedent** The City agrees to maintain customary and appropriate liability, property, and workers' compensation insurance policies on the leased equipment during the term of the lease, with First State Community Bank named as additional insured / loss payee.

The lease proceeds will be deposited into a noninterest-bearing account at First State Community Bank under an Account Control Agreement and will be disbursed as requested.

We greatly appreciate the opportunity to submit this proposal to you. Please do not hesitate to contact us if you have any questions or need any additional information.

Sincerely,

Mike Skubic
Loan Officer



City of Moberly				
\$167,174.40				
Schedule of Lease Payments				
Payment Date	Principal	Coupon	Interest	Total P&I
12/1/2025				
12/1/2026	53,324.08	4.38%	7,423.93	60,748.01
12/1/2027	55,692.11	4.38%	5,055.90	60,748.01
12/1/2028	58,158.21	4.38%	2,589.80	60,748.01
Total	167,174.40		15,069.63	182,244.03



Lease Purchase Financing Proposal
City of Moberly, MO

Director of Finance,

Baystone Government Finance, a division of KS StateBank, has specialized in tax-exempt lease purchase financing for over three decades. Our personal attention to detail and 150+ years of combined experience has made us a leader in tax-exempt financing since our inception in 1988.

Chartered in 1969, KS StateBank is a full service community bank located in Manhattan, Kansas. KS StateBank has over \$2.5 billion in total assets including a portfolio of municipal obligations in excess of \$950 million. KS StateBank underwrites documents, services, and funds over 1,200 municipal obligations originated by Baystone Government Finance each year.

Baystone Government Finance is an active member of both the Association of Governmental Leasing and Finance (AGL&F) and Equipment Leasing and Finance Association (ELFA). We have continuously attended and been involved with annual meetings and conferences.

I have attached for your review our formal proposal along with a sample contract. If you need any additional information, please contact me at 800-752-3562 or via email at kneathery@ksstate.bank.

Thank you,

Karen Neathery
Assistant Vice President - Account Manager
Baystone Government Finance
2627 KFB Plaza, Suite 110E
Manhattan, Kansas 66503
Phone: 800.752.3562
Fax: 785.537.4806



Baystone Government Finance

October 28, 2025

FORMAL PROPOSAL

Obligor: City of Moberly, MO

This is a finance/ownership Tax Exempt Lease Purchase. No residual value.

Equipment: One (1) Crafcoc Crack Sealer & One (1) Cat Mini Excavator

Option 1 - One (1) Crafcoc Crack Sealer

Acquisition Cost	\$ 85,187.40	Term	Three (3) years	First Payment Due	One Year from Close
Down Payment	\$ 0.00	Payment Mode	Annual in Arrears	Payment Amount	\$31,557.42
Trade-In	\$ 0.00	Interest Rate	5.4700%		
Principal Balance	\$ 85,187.40	Rate Factor	.370447		

Option 2 - One (1) Cat Mini Excavator

Acquisition Cost	\$ 81,987.00	Term	Three (3) years	First Payment Due	One Year from Close
Down Payment	\$ 0.00	Payment Mode	Annual in Arrears	Payment Amount	\$30,371.84
Trade-In	\$ 0.00	Interest Rate	5.4700%		
Principal Balance	\$ 81,987.00	Rate Factor	.370447		

Option 3 - One (1) Crafcoc Crack Sealer AND One (1) Cat Mini Excavator

Acquisition Cost	\$ 167,174.40	Term	Three (3) years	First Payment Due	One Year from Close
Down Payment	\$ 0.00	Payment Mode	Annual in Arrears	Payment Amount	\$61,929.26
Trade-In	\$ 0.00	Interest Rate	5.4700%		
Principal Balance	\$ 167,174.40	Rate Factor	.370447		

- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
 - Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor may result in a documentation fee being assessed to the Obligor.
 - OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.
 - This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
 - To lock in the Obligor's rate for the term of the obligation, Baystone Government Finance will establish a Vendor Payable Account (VPA) on behalf of the Obligor if needed due to any delays in equipment delivery. This transaction must be credit approved, all documents properly executed and returned to Baystone Government Finance and the transaction funded on ALL proposals on or before 12/3/2025. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- The Obligor will control the draws from this VPA. This is a non-interest bearing account.
- Baystone Government Finance will require a non-appropriation clause in the documentation

Baystone Government Finance

Karen Neathery, Assistant Vice President - kneathery@ksstate.bank

City of Moberly, MO

Signature - Title

Date

Date

PLEASE NOTE: This Sample contract, presented upon your request, may or may not contain the same language as the contract proposed after credit approval is obtained. As such, no negotiation of contract terms will occur until after credit approval and issuance of formal contract.

GOVERNMENT OBLIGATION CONTRACT

Obligor

Obligee

Dated as of

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 have Obligee finance the purchase of the Equipment 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, refinancings, guarantees 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 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.

"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 through 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 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) In the event that the Internal Revenue Code of 1986, as currently amended (the "Code"), should be further amended or replaced: (i) to reduce corporate and/or individual income tax rates or (ii) to reduce or eliminate the extent to which the interest portion of the Contract Payments is excludable from gross income, then, at the written request of Obligee or its assigns, Obligor shall pay to Obligee or its assigns with each Contract Payment payable after the effective date of such amendment or replacement such additional amount as necessary to bring the after tax yield on each such Contract Payment to the same effective rate that Obligee or its assigns would have received had there occurred no such amendment or replacement of the Code. Notwithstanding any other provision of this Agreement, Obligor shall have the right to exercise its option to purchase the Equipment pursuant to Section 3.04 hereof on the effective date of any such amendment or replacement.
- (g) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (h) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (i) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (j) 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.
- (k) 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.
- (l) 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.
- (m) 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.

- (n) Obligor owns the Equipment and any additional collateral free and clear of any liens, and 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 or any additional collateral except those created by this Contract.
- (o) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.
- (p) Obligor warrants that it understands and has complied with 2 CFR § 200.322 in relation to domestic preferences for procurements, as applicable.

Section 2.02 Escrow Agreement. In the event both Obligees and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligees 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. Obligees 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 Obligees 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 Obligees 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, payable without notice or demand, are due as set forth on Exhibit B. Obligees 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. Obligees 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. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligees hereunder have been received, Obligees will release any and all of its rights, title and interest in the Equipment.

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 Obligees then Obligees 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, SELLER, 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 Obligees as provided herein and conveyed to Obligees 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 Obligees as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligees as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligees 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 Obligees, then Obligees may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property 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 ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligees with a certificate of Insurance which lists the Obligees 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 against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligees in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligees from liability and property damage in any form and amount satisfactory to Obligees.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligees with a certificate and/or other documents which evidences such coverage.
- (d) All Insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligees and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligees 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 Obligees or its assignees. Obligor shall furnish to Obligees 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 Obligees, 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 Obligees, 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 Obligees.

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 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligees 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 Obligees 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 Obligees 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 Obligees such documents as Obligees may request to evidence the passage of legal title to the Equipment to Obligees.

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 Obligees a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligees, whether offered prior to or subsequent hereto, also secures this obligation. 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 Obligees 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 Obligees. All of Obligees'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 by Obligees 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. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligees 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 Obligees 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. Obligees 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 related to the ownership, 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 Obligees 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 Obligees or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligees deems necessary or appropriate to protect Obligees's interest in the Equipment and in this Contract. Obligor shall allow Obligees 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 Obligees that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligees 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 Obligees, unless Obligees agrees in writing to an extension of time. Obligees 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 Obligees 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 Obligees.
- (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 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, Obligees shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligees 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, Obligees may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligees 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, Obligees 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 costs incurred. Notwithstanding that Obligees 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) Obligees may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligees for all costs incurred by Obligees 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 Obligees 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 Obligees in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligees to a location accessible by common carrier and designated by Obligees. 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 Obligees all tangible items constituting such software. At Obligees's request, Obligor shall also certify in a form acceptable to Obligees that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligees 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 Obligees by a common carrier unless the Obligees 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 Obligees'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 Obligees. 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 Obligees 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 Obligees 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 Obligees to sell or lease it to a third party and be free of all liens. If Obligees reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligees 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 Obligees for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligees, 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 Obligees. 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 Obligees 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 Obligees executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligor 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 Obligees selects that is acceptable to Obligor (including Obligees 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 Obligees of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit C attached hereto, Obligor authorizes Obligees 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 Obligees.

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 Obligees 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 Obligees at the time this transaction was submitted for credit approval by the Obligor to the Obligees.

Section 10.03 Disbursement upon Non-Appropriation or Default. If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligees and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall, at Obligees' sole discretion, either a) be returned to Obligor, or b) be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Should Obligees decide to apply the Surplus Amount to the then applicable Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligees based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligees 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 thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligees and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligees or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligees' satisfaction, and Obligees has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligees and Obligor 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 invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligees and Obligor. Furthermore, Obligees reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligees for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligees 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 Obligees. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligees and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligees and will not apply to this Contract.

Section 11.09 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract 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 Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is 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.

Section 11.10 Acceptance of Obligation to Commence Contract Payments Under Exhibit B. By signing and attesting directly below, Obligor hereby warrants and certifies that: The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract. Obligor acknowledges that Obligees has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A; The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price; Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Section 11.11 Obligor further warrants and certifies that: Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract; Immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligees of Obligor's final acceptance of the Equipment by delivering to Obligees the Payment Request and Equipment Acceptance Form in the form set forth in Exhibit C attached to the Contract; in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract; regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

Section 11.12 Resolution 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 approval method approve the entering into 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 Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligees and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Signature

Printed Name and Title

Signature

Printed Name and Title

Attested By Authorized Individual:

Signature

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of _____, between (Obligee) and (Obligor)

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

SAMPLE

Physical Address of Equipment after Delivery : _____

EXHIBIT B
PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of _____, between (Obligee) and (Obligor)

Date of First Payment:
Original Balance: \$698,318.00
Total Number of Payments: Eighty-Four (84)
Number of Payments Per Year: Twelve (12)

<u>Pmt No.</u>	<u>Due Date</u>	<u>Contract Payment</u>	<u>Applied to Interest</u>	<u>Applied to Principal</u>	<u>*Purchase Option Price</u>
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Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

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 : _____

EXHIBIT C

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of _____, between (Obligee) and (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 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:

Email:
or
Fax:

Please call (877) 587-4054 if you have any questions.

Signature

Printed Name and Title

EXHIBIT D
SIGNATURE CARD

RE: Government Obligation Contract dated as of _____, between (Obligee) and (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 .

Signature

Printed Name and Title

Signature of additional authorized individual (optional) of Obligor

Signature

Printed Name and Title

EXHIBIT E

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of _____, between (Obligee) and (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

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

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

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.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. 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.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

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>, or contact your local IRS office.

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

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.

Part I Reporting Authority

1 Issuer's name		Check box if Amended Return <input type="checkbox"/>	
		2 Issuer's employer identification number (EIN)	
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)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a	

Contact,

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		
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 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		\$	\$	years	%

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

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Type or print name and title	Check <input type="checkbox"/> if self-employed	PTIN
Firm's Name ▶	Firm's EIN ▶				
Firm's Address ▶	Phone no.				