
TRANSCRIPT OF DOCUMENTS

RELATING TO

Not to Exceed \$2,134,000

EQUIPMENT LEASE PURCHASE AGREEMENT

DATED AS OF NOVEMBER 19, 2025

BETWEEN

O'BANNON BANKING COMPANY

AND

CITY OF WILLARD, MISSOURI

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AND
CITY OF WILLARD, MISSOURI**

CLOSING LIST

Closing Date: November 19, 2025

**Document
No.**

1. Equipment Lease Purchase Agreement with the following exhibits attached:

Exhibit A – Equipment Schedule.
Exhibit B – Payment Schedule.
Exhibit C – Written Request for Disbursement.
Exhibit D – Certificate of Completion.
2. Federal Tax Certificate with the following exhibits attached:

Exhibit A – Rental Payment Schedule and Proof of Lease Yield.
Exhibit B – IRS Form 8038-G.
Exhibit C – Copy of Resolution of Official Intent.
Exhibit D – Description of Property Comprising the Project.
Exhibit E – Sample Annual Compliance Checklist.
Exhibit F – Sample Final Written Allocation.
3. Lessee's Closing Certificate with Ordinance of the Board of Aldermen approving the transaction and authorizing the execution of documents attached; Excerpt of Minutes of Meeting; Notice of Meeting.
4. Lessor's Closing Certificate.
5. Opinion of Special Counsel.
6. UCC-1 Financing Statement.

* * *

EXCERPT OF MINUTES OF BOARD OF ALDERMEN MEETING

The Board of Aldermen of the City of Willard, Missouri, met at City Hall in Willard, Missouri, at 6:00 p.m., on November 10, 2025, and the following officials were present or absent as indicated:

	<u>Present/Absent</u>
Troy Smith, Mayor	_____
Casey Biellier, Alderman	_____
Jeremy Hill, Alderman	_____
Joyce Lancaster, Alderman	_____
David Keene, Alderman	_____
Rachel Mathison, Alderman	_____
Carol Wilson, Alderman	_____
Rebecca Hansen, City Clerk	_____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * (Other Proceedings) * * * *

The matter of authorizing the execution of an Equipment Lease Purchase Agreement, came on for consideration and was discussed.

The Mayor introduced Bill No. _____ for an Ordinance entitled as follows:

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING AN EQUIPMENT LEASE PURCHASE AGREEMENT AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION WITH THE DELIVERY OF THE LEASE.

The City Clerk reported that copies of the proposed ordinance had been made available for public inspection prior to the time the Bill was introduced and under consideration by the Board of Aldermen.

On motion duly made and seconded, the Bill was placed on its first reading and was read by title, considered and discussed, and was duly passed.

On motion duly made and seconded the Bill was placed on its second reading and final passage and said Ordinance was read by title, considered and discussed, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: _____

Nay: _____

The Mayor thereupon declared said Bill duly passed.

* * * * (Other Proceedings) * * * *

There being no further business, on motion duly made, seconded and carried, the meeting thereupon adjourned.

(Seal)

City Clerk

LESSEE'S CLOSING CERTIFICATE

**NOT TO EXCEED \$2,134,000
EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF NOVEMBER 19, 2025
BETWEEN
O'BANNON BANKING COMPANY, AS LESSOR,
AND
CITY OF WILLARD, MISSOURI, AS LESSEE**

We, the undersigned, Mayor and City Clerk, respectively, duly elected or appointed, qualified and acting as such, of City of Willard, Missouri (the "City"), do hereby certify as follows:

Capitalized terms used herein and not otherwise defined will be as defined in that certain Equipment Lease Purchase Agreement dated as of November 19, 2025 (the "Lease"), between the City, as lessee, and O'Bannon Banking Company, as lessor (the "Lessor").

1. Organization. The City is a fourth class city duly organized and existing under the laws of the State of Missouri.

2. Transcript of Proceedings. The transcript of proceedings (the "Transcript") relating to the authorization to enter into the Lease, furnished to the Lessor, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed; and the facts as are stated in the Transcript still exist. Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to such words and terms in the Lease.

3. Regular Meetings. All meetings of the governing body of the City as shown in the Transcript were regular meetings, or meetings held pursuant to regular adjournment at the next preceding meeting, or special meetings called and held as shown in the Transcript, and at all such meetings where required, proper notice was given in the manner required by law including Chapter 610, Missouri Revised Statutes.

4. Incumbency of Officers. The following persons were and are now the duly qualified and acting members of the Board of Aldermen of the City at and during all times during the proceedings relating to the execution and delivery of the Lease, except as specified below:

<u>Name</u>	<u>Title</u>
Troy Smith	Mayor
Casey Biellier	Alderman
Jeremy Hill	Alderman
Joyce Lancaster	Alderman
David Keene	Alderman
Rachel Mathison	Alderman
Carol Wilson	Alderman
Rebecca Hansen	City Clerk

5. Non-Litigation. There is no controversy, suit or other proceeding of any kind pending or, to our knowledge, threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way (a) the legal organization of the City or its boundaries, or (b) the right or

title of any of its officers to their respective offices, or (c) the legality of any official act shown to have been done in the foregoing transcript, (d) the constitutionality or validity of the Lease, or (e) the financial condition of the City.

6. Ordinance. The ordinance attached hereto as **Exhibit A** is a true, complete and correct copy of the ordinance (the “Ordinance”) authorizing and approving the execution and delivery of the Lease. The Ordinance was duly adopted by the Board of Aldermen at the meeting of the Board of Aldermen held on November 10, 2025. Said meeting was duly called, convened and held in accordance with law and at said meeting a quorum was present and acted throughout, and proper notice of the time, place and purposes of such meeting was given as provided by law. Attached hereto as **Exhibit B** is a true, complete and correct copy of the notice posted for said meeting.

7. Execution of Documents. The Lease has been executed and delivered in the name and on behalf of the City by its duly authorized officers, pursuant to and in full compliance with the Ordinance adopted by the Board of Aldermen at a duly held meeting thereof as shown in the Transcript; the copy of the Lease contained in the Transcript is a true, complete and correct copy or counterpart of the Lease as executed and delivered by the City and is in substantially the same form and text as the copy of the Lease that was before the Board of Aldermen and approved by the Ordinance; and the Lease has not been amended, modified or rescinded and is in full force and effect as of the date hereof.

8. Representations in Lease. Each of the representations of the City set forth in the Lease are true and correct in all material respects as of the date hereof, as if made on the date hereof, and all covenants and conditions to be complied with and obligations to be performed by the City under the Lease have been complied with and performed.

9. Acknowledgement of Deposit. We hereby acknowledge the deposit of the amount of \$50,001 at O’Bannon Banking Company, in accordance with the terms of the Lease.

10. Reliance on Certification. We understand that the foregoing certifications will be relied upon by the Lessor and by the law firm of Gilmore & Bell, P.C. in rendering its opinion as to validity of the Lease and the exclusion of gross income of the interest component of Rental Payments thereunder for purposes of federal and Missouri income taxation.

11. M.A.P. Filing Authorization. The City hereby authorizes Gilmore & Bell, P.C. to file the information required by Section 37.850 of the Revised Statutes of Missouri on the Missouri Accountability Portal website maintained by the State of Missouri Office of Administration.

[Remainder of page intentionally left blank]

DATED: November 19, 2025.

CITY OF WILLARD, MISSOURI

By: _____
Title: Mayor

[SEAL]

ATTEST:

By: _____
Title: City Clerk

EXHIBIT A TO LESSEE'S CLOSING CERTIFICATE
AUTHORIZING ORDINANCE

EXHIBIT B TO LESSEE'S CLOSING CERTIFICATE

NOTICE OF MEETING

LESSOR'S CLOSING CERTIFICATE
NOT TO EXCEED \$2,134,000
EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF NOVEMBER 19, 2025
BETWEEN
O'BANNON BANKING COMPANY, AS LESSOR,
AND
CITY OF WILLARD, MISSOURI, AS LESSEE

The undersigned, a duly authorized officer of O'Bannon Banking Company (the "Lessor"), does hereby certify and represent as follows:

Capitalized words and terms used in this Certificate, unless the context requires otherwise, will have the same meanings as set forth in the Equipment Lease Purchase Agreement dated as of November 19, 2025 (the "Lease"), between the Lessor and City of Willard, Missouri (the "Lessee").

1. The Lessor is a banking institution duly organized under the laws of the State of Missouri and has full power and authority to enter into the Lease.

2. The duties and obligations of the undersigned as Lessor under the Lease and the compliance with the provisions thereof will not conflict with or constitute a breach of or default under any laws, administrative regulations, consent decree or any agreement or other instrument to which the Lessor is subject.

3. The person who executed and delivered the Lease on behalf of the Lessor was at that time and still is at the date hereof the duly elected or appointed, qualified and acting officer or signatory of the Lessor holding the office set forth under his or her signature and was and still is at the date hereof authorized to perform said acts.

4. The Lessor on this date, in accordance with the requirements of the Lease, advanced \$50,001, as the first installment of a series of principal advances with a total amount not to exceed \$2,134,000, for the benefit of the Lessee by depositing such funds into the Project Fund established under the Lease.

5. The Lessor has had an opportunity to review the Lease, and all documents and information that it has requested related to the Lease, the Lessee and the Equipment covered thereby and to ask questions and to receive answers regarding all matters relating to the Lease, the Lessee and the Equipment and the financial condition of the Lessee. The Lessor has had an opportunity to obtain any and all information which it deems relevant in order to make an informed decision as to the loan pursuant to the Lease and to verify the accuracy of all information that has been furnished to the Lessor.

6. The Lessor confirms that the Lease is a loan that is suitable for and consistent with its loan program and that the Lessor is capable of and prepared to bear the economic risk of the loan pursuant to the Lease. The Lessor acknowledges that the obligation of the Lessee to make payments pursuant to the Lease is subject to funds to be appropriated on an annual basis by the governing body of the Lessee. The Lessor acknowledges that the obligation of Lessee to pay Rental Payments pursuant to the Lease shall constitute a current expense of Lessee, are from year to year and do not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation pursuant to the Lease shall not in any way be construed to be an indebtedness of Lessee in contravention of any applicable

constitutional or statutory debt limitation or restriction concerning the creation of indebtedness by Lessee, nor shall anything contained in the Lease constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

7. The Lessor is acquiring the investment in the Lease at a purchase price of 100% of each principal advance thereof for the Lessor's own account with the intent of holding the Lease for its own account as an investment, and such investment is not made with a view toward distribution or for the purpose of offering, selling or otherwise participating in a distribution of any interest in the Lease.

8. We understand that the Lease (i) is not registered under the Securities Act of 1933 and is not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, and (iii) carries no rating from any rating service.

9. The certifications and representations contained in this Certificate may be relied upon by any counsel rendering an opinion on the tax-exempt status of the portions of Rental Payments to be treated as interest.

DATED: November 19, 2025.

O'BANNON BANKING COMPANY

By: _____
Name:
Title: Authorized Representative



2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108-2521

(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

November 19, 2025

City of Willard, Missouri
Willard, Missouri

O'Bannon Banking Company
Buffalo, Missouri

Re: Equipment Lease Purchase Agreement dated as of November 19, 2025 (the "Lease"),
between O'Bannon Banking Company, as lessor ("Lessor"), and City of Willard, Missouri,
as lessee ("Lessee")

Ladies and Gentlemen:

We have acted as special counsel to City of Willard, Missouri, in connection with a transaction involving the above-referenced Lease. Under the Lease, the Lessee has the use of and an option to purchase certain equipment on certain conditions upon payment of the rentals and purchase price set forth therein. Capitalized terms used herein and not otherwise defined have the meanings set forth in the Lease.

We have reviewed executed copies of the Lease, the Federal Tax Certificate and certifications of officers and officials of the Lessee and others. In addition, we have reviewed and considered the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder promulgated by the United States Department of Treasury.

In rendering the opinions set forth herein, we have assumed without undertaking to investigate the same by independent investigation or research (a) as to questions of fact, the accuracy of all representations of the Lessee and Lessor set forth in the Lease, the Federal Tax Certificate and all certificates of and officials of the Lessee and others examined by us, and (b) the conformity to original documents of all documents submitted to us as copies and the authenticity of such original documents and all documents submitted to us as originals.

Based upon and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The Lessee is a political subdivision organized and existing under the laws of the State of Missouri with full power and authority to enter into the Lease.
2. The Lease has been duly authorized, executed and delivered by the Lessee and constitutes a legal, valid and binding agreement of the Lessee, enforceable in accordance with its terms, except that the Lease is enforceable only during each Fiscal Year for which sufficient funds have been appropriated.
3. The interest portion of the Rental Payments to be paid under the Lease (including any original issue discount properly allocable to an owner thereof) (a) is excludable from gross income for federal income tax purposes, (b) is exempt from taxation by the State of Missouri, and (c) is not an item of

tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Lessee complies with all requirements of the Code that must be satisfied subsequent to the execution and delivery of the Lease in order that the interest portion of each Rental Payment be, or continue to be, excludable from gross income for federal and Missouri income tax purposes. The Lessee has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest component of Rental Payments to be included in gross income for federal and Missouri income tax purposes retroactive to the date of the execution and delivery of the Lease. The Lease is a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code.

We express no opinion regarding (a) other federal or State of Missouri tax consequences arising with respect to the Rental Payments or the Lease, (b) the treatment for federal or Missouri income tax purposes of any money received by Lessor or its assigns other than payments by the Lessee made pursuant to the Lease upon an event of nonappropriation thereunder or an Event of Default or (c) the title to or the description of the property subject to the Lease. Further, we express no opinion regarding the accuracy, completeness or sufficiency of any offering material relating to the Lease.

The rights of the owners of the Lease and the enforceability of the Lease may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

This opinion is limited to the laws of the State of Missouri and applicable laws of the United States.

Very truly yours,

**INFORMATION TO BE INCLUDED
IN UCC FORM-1**

(FIXTURE FILING AND MISSOURI SECRETARY OF STATE FILING)

Debtor:

City of Willard, Missouri
224 West Jackson
Willard, MO 65781

Secured Party:

O'Bannon Banking Company
PO Box 890
Buffalo, MO 65622

Collateral:

ALL ASSETS COVERED BY THAT CERTAIN EQUIPMENT LEASE PURCHASE AGREEMENT DATED AS OF NOVEMBER 19, 2025 BETWEEN DEBTOR AND SECURED PARTY, AS AMENDED FROM TIME TO TIME, INCLUDING WITHOUT LIMITATION FIXTURES AND EQUIPMENT AND PRODUCTS AND PROCEEDS THEREOF.