



Master Equipment Lease Agreement

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 866-336-8382

Customer Information:

Customer's Full Legal Name ("You" and "Your"):

City of Killeen

Address:

101 North College Street

City/State/Zip Code:

Killeen, TX 76541

Telephone Number:

Federal Tax ID#:

County:

Bell

You acknowledge and agree that this agreement (as amended from time to time, this "Agreement") and each Schedule (defined below) represent the complete and exclusive agreement between You and Us regarding the subject matter herein and therein and supersedes any other oral or written agreements between You and Us regarding such matters. "Schedule" means a schedule, in such form as We may accept in our sole discretion, that may be entered into from time to time by You and Us for a lease transaction pursuant to this Agreement. This Agreement and each Schedule can be changed only by a written agreement between You and Us. Other agreements not stated herein or in a Schedule (including, without limitation, those contained in any purchase order or service agreement between You and the equipment supplier(s) (each a "Supplier")) are not part of a Lease (defined below). This Agreement is not a commitment by Us to enter into any Schedule not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Us to enter into any proposed Schedule, it being understood that whether We enter into any proposed Schedule shall be a decision solely within Our discretion. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

1. LEASE OF EQUIPMENT. Each Schedule executed by You represents Your agreement to lease from Us the personal property listed therein (together with all existing and future accessories, attachments and replacements, the "Equipment") upon the terms stated in such Schedule and this Agreement. Each Schedule and the terms of this Agreement which are incorporated by reference into such Schedule shall constitute a separate and independent contract between You and Us and shall be referred to as a "Lease". In the event of any conflict between the provisions of this Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. Each Schedule is binding on You as of the date You sign it. You agree that after You sign this Agreement or a Schedule, We may insert or correct any information missing in this Agreement or a Schedule, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the Payment shown in a Schedule by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.

2. TERM; AUTOMATIC RENEWAL. The term of each Lease will begin on the date that the related Schedule is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown on such Schedule (the "Initial Term"). As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). With respect to each Lease, unless You have a \$1.00 Purchase Option as indicated in the related Schedule, You shall notify Us in writing at least 30 days before the end of a Term (the "Notice Period") that you intend to purchase or return the Equipment at the end of such Term or: (a) the applicable Lease will automatically renew for an additional one-month period (a "Renewal Term") and (b) all terms of such Lease will continue to apply. If You do notify Us in writing within the Notice Period for a given Lease that You intend to purchase or return the related Equipment at the end of the Term of such Lease, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Term, or (ii) return the Equipment pursuant to Section 12. For any "Fair Market Value" Purchase Option, the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. Each Lease is non-cancelable for the full Term.

3. UNCONDITIONAL OBLIGATION. With respect to each Lease, You agree that: (i) We are a separate and independent company from the Suppliers, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Agreement or any Schedule; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your obligations under each Lease are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever; (v) If You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of any Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us under any Lease; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under each Lease.

4. PAYMENTS. With respect to each Lease, You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date of such Lease. The payment for this interim period will be based on the Payment shown in the related Schedule prorated on a 30 day calendar month and will be added to Your first invoice. Each Payment Period for a given Lease, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment due under the related Schedule, and (ii) applicable taxes and other charges provided for in the Lease. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay under a Lease is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations under the applicable Lease. If We do not receive a payment in full within ten (10) days of its due date, You shall pay a fee equal to 5% of the amount that is late (or the maximum amount permitted by law if less). You shall pay Us a returned check or non-sufficient funds charge of \$20.00 for any returned or dishonored check or draft.

5. INDEMNIFICATION. You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of each Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties hereto agree that each Lease is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If any Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Suppliers in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the applicable Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Suppliers for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

7. DELIVERY; LOCATION; OWNERSHIP; USE AND MAINTENANCE. We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance. You will not remove the Equipment from the Equipment Location specified in a Schedule unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during each Lease. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property, or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, shall comply with all manufacturer's instructions, specified maintenance programs and warranty requirements, and shall not make any permanent alterations to the Equipment. At Your own cost, You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted, and in compliance with any additional Equipment maintenance and return conditions set forth in the applicable Schedule or any addendum thereto ("Good Condition"). With respect to any Equipment that includes an hour meter/counter ("Meter"), You shall not tamper with, adjust or make the Meter inoperable. You shall keep each such Meter in

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer: (Identified above) City of Killeen		Wells Fargo Financial Leasing, Inc. ("We," "Us," "Our" and "Lessor")	
By:	Date: ___ / ___ / ___	By:	Date: ___ / ___ / ___
Print name: Glenn Morrison	Title: City Manager	Print name:	Title:
		Agreement Number:	

Good Condition at all times, shall immediately notify Us if it becomes inoperable, and shall, at Your expense, promptly undertake such repairs as We deem necessary to restore it to Good Condition. In the event an item of Equipment is used in excess of the Included Engine Hours Per Year designated in the Schedule during the applicable Initial Term and any Renewal Term, You shall pay the applicable Excess Charge (per engine hour) set forth in such Schedule for each engine hour in excess of the Included Engine Hours Per Year ("Excess Engine Hours") for such item of Equipment. Upon return of the Equipment, We (or Our agent) will determine Excess Engine Hours based on the actual Meter readings and/or the number of engine hours the Equipment has been used during the Lease. Excess Charges for Excess Engine Hours shall be billed to You as additional rent following Your return of the Equipment.

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during each Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Lessor or its Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. With respect to each Lease, You have the choice of satisfying these insurance requirements for a given Lease by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date of such Lease. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date of a Lease, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement or any Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent; provided, however, if the Equipment includes any power golf carts, You may rent such cart(s) on a daily or per-round basis to Your patrons at the Equipment Location listed on the applicable Schedule in which case You shall collect from such patrons all sales and use taxes due in connection with such rentals and remit such taxes to the appropriate taxing authorities, and You shall continue performing all Your obligations under the applicable Lease. We may, without notice to You, Transfer Our interests in the Equipment, this Agreement and/or any Lease, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations under this Agreement or any Lease. You agree not to assert against the Assignee any claim, defense or offset You may have against Us.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement, each Lease and/or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term of each Lease, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment leased under each Lease. With respect to each Lease, You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee in the amount set forth in the related Schedule (or as otherwise agreed to). You also agree to pay Us a fee for additional services We may provide to You at Your request during a Lease. If You so request and We permit the early termination of a Lease, You acknowledge that there may be a cost or charge to You for such privilege. In connection with the expiration or earlier termination of a Lease, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts. You agree that the fees and other amounts payable under this Agreement and each Lease may include a profit to Us and/or the Suppliers.

11. DEFAULT; REMEDIES. With respect to each Lease, You will be in default if (1) You fail to pay any amount due under any Lease within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant in this Agreement, any Lease or in any other agreement now existing or hereafter entered into with Us or any Assignee, (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee, and/or (4) You and/or any guarantors or sureties of Your obligations under any Lease (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer an adverse change in Your or their financial condition. If You default under a Lease, We may do any or all of the following: (A) cancel such Lease, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due under such Lease, (ii) all remaining Payments for the remainder of the Term of such Lease discounted at a rate of 3% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of such Lease (as shown in Our books and records), discounted at a rate of 3% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may hereafter become due under such Lease to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

12. RETURN OF EQUIPMENT. If You are required to return the Equipment under any Lease, You shall, at Your expense, send the Equipment to any location(s) that We may designate and, if invoiced by Us, pay Us a handling fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of the applicable Lease, including Your obligation to make Payments and pay all other amounts due thereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Agreement.

13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Agreement and each Lease shall be deemed fully executed and performed in the state of Iowa and shall be governed and construed in accordance with the laws of the state of Iowa. If Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement or any Lease, You hereby irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of Iowa or the state of Lessor's or its Assignee's principal place of business, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Agreement or any Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder or thereunder. Each provision of this Agreement and each Lease shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision of this Agreement or any Lease is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof or thereof.

14. DOLLAR PURCHASE. This Section only applies to Leases under which You have a \$1.00 Purchase Option, as indicated on the related Schedule. With respect to any such Lease, at the end of the Initial Term, You shall purchase the Equipment "AS IS, WHERE IS" for one dollar (\$1.00); provided, however, We shall not be required to transfer Our interest in the Equipment to You until You have paid to Us all amounts then owing under such Lease, if any. You agree that prior to entering into any Lease with a \$1.00 Purchase Option, You could have purchased the Equipment from the Suppliers for a specific cash amount, but instead You hereby choose and agree to pay a higher amount (the "Time Price") to Us in installments over the Initial Term. The Time Price equals the Payment amount shown in the related Schedule multiplied by the total number of Payments to be paid over the Initial Term, plus \$1.00. You agree that the Time Price represents only a higher purchase price and does not include an interest component or finance charge. However, if the Time Price should be determined or adjudicated to include an interest component or finance charge, then you agree that (i) each Payment shall be deemed to include an amount of pre-computed interest, (ii) the total pre-computed interest scheduled to be paid over the Initial Term is to be calculated by subtracting the amount We pay the Suppliers ("Our Investment") from the Time Price, (iii) the annual interest rate deemed applicable to such Lease is the rate that will amortize Our Investment down to \$1.00 by applying all periodic Payments as payments (and this rate calculation method assumes that each periodic Payment is received by Us on the due date), and (iv) none of the other fees or costs We may charge You pursuant to such Lease (including but not limited to UCC filing fees, late fees, documentation or processing fees) shall be considered interest or a finance charge.

15. MISCELLANEOUS. You shall furnish Us or an Assignee with current financial statements upon request by Us or an Assignee. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement or any Lease, and (b) provide Your credit application, information regarding Your account to credit reporting agencies, potential Assignees, Vendors and parties having an economic interest in this Agreement, a Lease and/or the Equipment. Each Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, with respect to a Schedule, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Agreement and each Schedule and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Agreement and any Lease. You waive notice of receipt of a copy of this Agreement and any Schedule with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.



Schedule to Master Equipment Lease Agreement

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 866-336-8382

Customer Information:

Customer's Full Legal Name ("You" and "Your"): City of Killeen

Address: 101 North College Street

City/State/Zip Code: Killeen, TX 76541

County: Bell

Billing Address (if different than Lessee Address shown above)

PO Box 1329, Killeen TX 76540

Equipment Information:

See Attached Equipment Schedule

Equipment Location (if different than address shown above):

810 Conder, Killeen, TX 76541

Quantity	Equipment Make, Model & Serial Number	Starting Meter	Included Engine Hours Per Year	Excess Charge (per Engine Hour)
(1)	2015 Scag Turf Tiger 61" cut Mower w/clam shell spindle drive grass catcher and installation kit		<600 Hrs/Yr	\$15/Hr
(3)	2015 Scag Turf Tiger 72" cut Mower w/suspension seat		<600 Hrs/Yr	\$15/Hr
(2)	2015 Hustler Super 104 104" cut Mower		<600 Hrs/Yr	\$15/Hr
(1)	2015 Smithco Super Star LE Bunker Rake w/hydraulic kit for mid scarifier, vertical blades, gauge wheels, front plow aluminum blade, flex action finisher/leveler		<600 Hrs/Yr	\$15/Hr
(1)	2015 Smithco Super Star LE Bunker Rake w/hydraulic kit for mid scarifier, vertical blades, gauge wheels, flex action finisher/leveler		<600 Hrs/Yr	\$15/Hr
(1)	2015 EZGO Terrain 1000G Gas Utility Vehicle w/headlights, front brush guard, cargo bed, 2" rear receiver, hour meter		<600 Hrs/Yr	\$15/Hr
(1)	2015 Jacobsen Turfcut Mower w/60" flail mower, hydraulic drive		<600 Hrs/Yr	\$15/Hr

Term And Payment Information: Initial Term: 36 months Payment*: \$2,966.73 (*plus applicable taxes)

Payment Period is "Monthly" unless otherwise noted here: monthly Security Deposit: \$0.00 Documentation/Processing Fee: \$0.00

Advance Payment: \$2,966.73 applied to: 1st Payment Last Payment 1st and Last Payments

Purchase Option (shall be Fair Market Value unless another option is checked): Fair Market Value \$1.00 Other: _____

This is a Schedule that is being entered into subject to the master agreement referenced below (the "Master Agreement") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement together with this Schedule constitute a Lease (as defined in the Master Agreement) and represent the complete and exclusive agreement between You and Us regarding the leasing of the equipment listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment"). This Schedule can be changed only by a written agreement between You and Us. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment.

1. LEASE OF EQUIPMENT. You hereby agree to lease from Us the Equipment described above upon the terms and conditions set forth in this Schedule and in the Master Agreement.

2. PURCHASE OPTION. The above Purchase Option may be exercised by You only at the end of the Initial Term of this Lease. If you are in default under this Lease at the time You desire to exercise the above Purchase Option, You must cure such default(s) to Our satisfaction before having the right to exercise such option.

3. MISCELLANEOUS. This Schedule may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of the Master Agreement and this Schedule and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Lease. You waive notice of receipt of a copy of this Schedule with Our original signature. You hereby represent to Us that this Lease is legally binding and enforceable against You in accordance with its terms. **This Lease is non-cancelable for the full Term.**

Customer: (identified above) <u>City of Killeen</u>	<u>Wells Fargo Financial Leasing, Inc. ("We," "Us" and "Our")</u>
By: _____ Date: ____ / ____ / ____	By: _____ Date: ____ / ____ / ____
Print name: <u>Glenn Morrison</u> Title: <u>City Manager</u>	Print name: _____ Title: _____
	Schedule Number: _____
	Master Agreement Number: _____



Non-Appropriation Addendum

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

Title of lease, rental or other agreement: **Master Equipment Lease Agreement** (the "Agreement")

Lessee/Renter/Customer: **City of Killeen** ("Customer")

This Addendum (this "Addendum") is entered into by and between Customer and Wells Fargo Financial Leasing, Inc. ("Company"). This Addendum shall be effective as of the effective date of the Agreement.

1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. GOVERNMENTAL PROVISIONS. Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

3. INDEMNIFICATION. To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.

4. REMEDIES. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

5. GOVERNING LAW. Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

6. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

Customer (identified above): City of Killeen		Wells Fargo Financial Leasing, Inc.	
By:	Date: ___ / ___ / ___	By:	Date: ___ / ___ / ___
Print name: Glenn Morrison	Title: City Manager	Print name:	Title:
		Agreement Number:	
		Master Agreement Number (if applicable):	



Delivery & Acceptance Certificate

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 866-336-8382

Title of lease, rental or other agreement: Master Equipment Lease Agreement (the "Agreement")

Lessee/Renter/Customer: City of Killeen ("Customer")

The Customer named above hereby unconditionally represents and certifies to Wells Fargo Financial Leasing, Inc. ("Wells Fargo"), and agrees, that:

1. The equipment, other personal property and software, if any, described below (collectively, the "Goods") which have been leased or otherwise provided to Customer or otherwise constitutes collateral under the above-referenced Agreement, has been fully delivered and installed at Customer's place of business, has been inspected and tested by Customer and is operating in good working order to Customer's complete satisfaction, meets all of Customer's requirements and specifications, and is hereby irrevocably accepted by Customer.

Equipment List:

(1) 2015 Scag Turf Tiger 61" cut Mower w/clam shell spindle drive grass catcher and installation kit

(3) 2015 Scag Turf Tiger 72" cut Mower w/suspension seat

(2) 2015 Hustler Super 104 104" cut Mower

(1) 2015 Smithco Super Star LE Bunker Rake w/hydraulic kit for mid scarifier, vertical blades, gauge wheels, front plow aluminum blade, flex action finisher/leveler

(1) 2015 Smithco Super Star LE Bunker Rake w/hydraulic kit for mid scarifier, vertical blades, gauge wheels, flex action finisher/leveler

(1) 2015 EZGO Terrain 1000G Gas Utility Vehicle w/headlights, front brush guard, cargo bed, 2" rear receiver, hour meter

(1) 2015 Jacobsen Turfcut Mower w/60" flail mower, hydraulic drive

2. There are no side agreements between Customer and any third party relating to the subject matter of the Agreement, and no cancellation rights have been granted to Customer by Wells Fargo or any third party. There is no "free demonstration" or "test" period for the Goods.

3. Customer has reviewed and understands all of the terms of the Agreement, and Customer agrees that the Agreement cannot be revoked or cancelled or terminated early for any reason.

Customer hereby directs Wells Fargo to pay the vendor/supplier of the Goods. Customer agrees that (i) Wells Fargo may insert the Agreement number (and Master Agreement Number, if applicable) and the date below if either is missing following the Customer's signature below, and (ii) a facsimile or other copy of this document containing your faxed, copied or electronically transmitted signature may be treated as an original for all purposes.

Instruction to Customer: Do NOT sign this Certificate until ALL of the Goods have been delivered, installed, inspected and tested to your satisfaction.

Customer (identified above): City of Killeen

By: _____

Date: ____ / ____ / ____

Print name: **Glenn Morrison**

Title: **City Manager**

Agreement Number: _____

Master Agreement Number (if applicable): _____



Customer Insurance Certification

Lessee: City of Killeen Application Number: 860393

Liability Coverage Minimum coverage of \$1 million
 Wells Fargo Financial Leasing to be listed as additional insured.

Name of Insurance Agency:	Phone Number of Agency:
Mailing Address of Agency:	Fax Number of Agency:
Email Address of Agency:	

Property Coverage Value of equipment covered
 Wells Fargo Financial Leasing to be listed as the Lenders loss payable endorsement.

PROPERTY - Name of Insurance Agency:	Phone Number of Agency:
Mailing Address of Agency:	Fax Number of Agency:
Email Address of Agency:	

We agree and understand that, under the terms of our Master Lease Agreement with you, we must at all times keep the Equipment under the Schedule referenced above insured against all risks, loss, damage or destruction for the full replacement cost with Wells Fargo Financial Leasing, Inc. named as sole loss payee. Additionally, we must maintain, throughout the term of the Schedule, public liability insurance in the amounts specified in the Master Lease and name Wells Fargo Financial Leasing, Inc. as an additional Insured. We must receive thirty (30) days prior notice before any termination, modification or cancellation for all types of Insurance. I authorize you to contact the agencies identified above and authorize the agents to release insurance certificates to Wells Fargo indicating the above.

Lessee Signature

Date

Send to Wells Fargo Financial Leasing, Inc. via mail to: Wells Fargo Financial Leasing, Inc., Golf and Turf Division, MAC# N0005-044, 800 Walnut Street, Des Moines, IA 50309; **or via Fax to:** Wells Fargo Financial Leasing, Inc., attn: Golf and Turf Division Fax #866-336-8375.

<i>Office Use Only</i>		
Contact Date:	Contact Name:	
Insurance Company(s):		
Policy No(s):	Expiration Date(s):	Insured Value:
Named Sole Loss Payee: Wells Fargo Financial Leasing, Inc.		Verified By:
<input type="checkbox"/> YES <input type="checkbox"/> WILL BE ADDED		
Additional Insured: Wells Fargo Financial Leasing, Inc.	Public Liability Insurance Limits:	
<input type="checkbox"/> YES <input type="checkbox"/> WILL BE ADDED		

AMENDMENT TO SCHEDULE TO MASTER EQUIPMENT LEASE AGREEMENT

THIS AMENDMENT TO SCHEDULE TO MASTER EQUIPMENT LEASE AGREEMENT is by and between **City of Killeen**, as Customer, and **WELLS FARGO FINANCIAL LEASING, INC** as Owner.

BACKGROUND

A. By that certain MASTER EQUIPMENT LEASE AGREEMENT, # _____ dated _____, 20__, by and between Owner and Customer. Owner has agreed to extend financing to Customer upon and subject to the terms and conditions set forth in the MASTER EQUIPMENT LEASE AGREEMENT ("**Agreement**")

B. Owner and Customer desire to amend the terms and conditions of the Agreement, upon and subject to the terms and conditions of this Amendment.

C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. **Paragraph 3-MISCELLANEOUS.** Sentence 3-This sentence is deleted.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment on the dates set forth below but effective as of the effective date of the Agreement, as set forth above.

City of Killeen

By: _____

Name: Glenn Morrison

Title: City Manager

Date of Execution: _____

WELLS FARGO FINANCIAL LEASING, INC

By: _____

Name: _____

Title: _____

Date of Execution: _____

AMENDMENT TO MASTER EQUIPMENT LEASE AGREEMENT

THIS AMENDMENT TO MASTER EQUIPMENT LEASE AGREEMENT is by and between City of Killeen, as Customer, and WELLS FARGO FINANCIAL LEASING, INC as Owner.

BACKGROUND

A. By that certain MASTER EQUIPMENT LEASE AGREEMENT, # _____ dated _____, 20____, by and between Owner and Customer. Owner has agreed to extend financing to Customer upon and subject to the terms and conditions set forth in the MASTER EQUIPMENT LEASE AGREEMENT ("**Agreement**")

B. Owner and Customer desire to amend the terms and conditions of the Agreement, upon and subject to the terms and conditions of this Amendment.

C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. **Paragraph 1-LEASE OF EQUIPMENT.** Strike last sentence "You agree that after You sign this Agreement or Schedule..."
2. **Paragraph 7- DELIVERY, LOCATION AND OWNERSHIP OF EQUIPMENT.** The third sentence is amended to "You will not remove the equipment from the equipment location. It is understood that the equipment will be for official city use within the limits of the City of Killeen".
3. **Paragraph 12-RETURN OF EQUIPMENT.** First sentence amended to "If you are required to return the Equipment under and Lease, You shall, at Your expense, send the Equipment to any location(s) within regional proximity that We may designate...."
4. **Paragraph 13- APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY.** Sentence 4-"You and We hereby waive your and our respective..." This sentence is deleted.
5. **Paragraph 15-MISCELLANEOUS.** Sentence 5-This sentence is deleted.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment on the dates set forth below but effective as of the effective date of the Agreement, as set forth above.

City of Killeen

By: _____

Name: Glenn Morrison

Title: City Manager

Date of Execution: _____

WELLS FARGO FINANCIAL LEASING, INC

By: _____

Name: _____

Title: _____

Date of Execution: _____