



Lease Agreement

AGREEMENT NO.

EQUIPMENT FINANCE

2075157

Send Account Inquiries to: 1310 Madrid Street • Marshall, MN 56258
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

Table with customer information including Full Legal Name (CITY OF KILLEEN), Street Address (201 N 28th Street), City (KILLEEN), State (TX), ZIP (76541), Phone (254-501-7667), and Billing Street Address.

EQUIPMENT

SERIAL NO.

SIX (6) PHYSIO 99577-001957 LIFEPAK 15 V4 MONITOR/DEFIB, ADAPTIVE BIPHASIC, MANUAL & AED, COLOR LCD, 100MM PRINTER, NONINVASIVE PACING, METRONOME, TRENDING, SPO2, NIBP, 12-LEAD ECG, ETCO2, CARBON MONOXIDE, BLUETOOTH

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PAYMENTS & TERMS

Advance Payment: \$ (plus applicable taxes)

If no Advance Payment is required, the first Payment is due 120 days after the Agreement start date.

5 Annual Payments of \$ 50,887.84 (plus applicable taxes)

Each Payment includes a pass-through amount of \$ 7,190.40 for Supplies and/or Services, as defined on page 2.

The lease contract payment ("Payment") period is monthly unless otherwise indicated. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date.

END OF LEASE OPTIONS

You may choose one of the following options, which you may exercise at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked, then Fair Market Value will be your end of lease option.

- 1) Purchase all but not less than all of the Equipment for its Fair Market Value, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.
[X] Purchase all but not less than all of the Equipment for \$1.00.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

1. AGREEMENT: For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on this Agreement, as it may be supplemented from time to time.

2. RENT, TAXES AND FEES: You will pay the Payments (as adjusted) when due, plus all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation.

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

CITY OF KILLEEN CUSTOMER (AS REFERENCED ABOVE) SIGNATURE INTERIM CITY MANAGER TITLE LILLIAN ANN FARRIS PRINT NAME DATED

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance LESSOR SIGNATURE TITLE DATED

3. MAINTENANCE AND LOCATION OF EQUIPMENT; RETURN; SECURITY INTEREST: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1) or be named on the vehicle title to show our interest. You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original Equipment cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide 10 days advance written notice to us of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. SECURITY DEPOSIT: You will pay any security deposit on the date you sign this Agreement; you grant us a security interest in the security deposit. In the event this Agreement is not fully completed or is in default, the security deposit will be retained by us to compensate us for our processing and other expenses. The security deposit is non-interest-bearing, and it or a part may be applied by us to satisfy any amount owed to us by you, in which event you will promptly restore the security deposit to its full amount. If you fully comply with all conditions herein and you have never been in default of this Agreement, the security deposit will be refunded to you after the return of the Equipment in accordance with paragraph 3 or when we are fully paid.

8. INSPECTIONS AND REPORTS: We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

9. USA PATRIOT ACT NOTICE; FAXED OR SCANNED DOCUMENTS; MISC.: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You agree to submit the original duly-signed documents with the security deposit to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our agents. These calls and messages may incur access fees from your provider.

10. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

11. LAW, JURY WAIVER: Agreements, promises and commitments made by us, concerning loans and other credit extensions must be in writing, express consideration and be signed by us to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

12. MAINTENANCE, SUPPLIES AND SERVICES: You agree to pay the Payments under this Agreement and any supplements thereto, which may include charges for supplies ("Supplies") and maintenance and warranty services (collectively, the "Services") to be furnished by the supplier to you for use with the Equipment. You agree that we are not a manufacturer or supplier of the Supplies or Services and you will look only to the supplier for the furnishing of the Supplies and the performance of the Services. You further agree that your obligations under this Agreement are unconditional, notwithstanding any breach by the supplier of any obligation to you to furnish the Supplies or to provide the Services.

13. COST ADJUSTMENTS: At the end of the first 12 months after the start of this Agreement, and once each successive 12-month period thereafter, the supplier may increase the Services and Supplies portion of the Payments by up to a maximum of 15% of the then-existing charge.



EQUIPMENT FINANCE

AMENDMENT TO START DATE

AGREEMENT # 2075157

This Amendment is to be attached to and become part of Agreement # 2075157, between the undersigned as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association as Lessor/Secured Party. The words you and your refer to Customer. The words we, us and our refer to Lessor/Secured Party. If any terms hereof are inconsistent with the terms of the Agreement, the terms hereof shall prevail.

The parties wish to amend the above-referenced Agreement as set forth below in the box marked with an "X":

- The term of this Agreement shall start on the date that we receive the first signed delivery and acceptance certificate for the Equipment that is the subject of this Agreement.
- The term of this Agreement shall start on .
- The term of this Agreement shall start on the booking date of this Agreement.

Except as amended herein, all other terms of the Agreement remain in full force and effect.

ACKNOWLEDGED AND AGREED:

CITY OF KILLEEN
Customer

X
Signature LILLIAN ANN FARRIS

INTERIM CITY MANAGER
Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



EQUIPMENT FINANCE

PROPERTY TAX AND AMOUNT FINANCED ADDENDUM

AGREEMENT # 2075157

Addendum to Agreement # 2075157, between CITY OF KILLEEN, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor. The words you and your refer to Customer. The words we, us and our refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

The Equipment, which is subject to this Agreement MAY BE located in a jurisdiction which imposes property tax. Notwithstanding anything to the contrary in this Agreement, this Agreement shall be deemed to be a conditional sales contract and we are not and shall not be deemed to be the owner of the Equipment for any purpose. Therefore, we shall not be liable for personal property taxes assessed against the Equipment and shall not report the Equipment to the applicable taxing authorities. As owner, you shall report and remit directly to the applicable taxing authorities any and all personal property taxes assessed against the Equipment, in accordance with applicable law, and shall maintain proof of payment. Please check with the appropriate taxing authority for specific requirements or information. This notice has been provided to help ensure that your transaction is processed in the most timely and accurate manner.

Equipment Cost \$218,487.24
Sales Tax \$
Total Amount Financed \$218,487.24

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance

Lessor

Signature

Title

Date

CITY OF KILLEEN

Customer

X

Signature LILLIAN ANN FARRIS

INTERIM CITY MANAGER

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



EQUIPMENT FINANCE

SALES TAX EXEMPTION
CERTIFICATE REQUEST

AGREEMENT #

2075157

**** IF APPLICABLE ****

PLEASE ATTACH YOUR SALES TAX
EXEMPTION CERTIFICATE ALONG
WITH THE SIGNED DOCUMENTS.



Addendum to Agreement # 2075157 dated _____, between CITY OF KILLEEN as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance") as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement or be named on the vehicle title to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (a) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you dissolve, terminate your existence or file bankruptcy, or (d) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance

Lessor

Signature

Authorized Signatory

Title
Date

CITY OF KILLEEN

Customer
X

Signature LILLIAN ANN FARRIS

INTERIM CITY MANAGER

Title
Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



DELIVERY & ACCEPTANCE CERTIFICATE

EQUIPMENT FINANCE

AGREEMENT #

2075157

This Certificate is delivered to and for the benefit of Lessor/Secured Party and pertains to the below-described Equipment and/or Financed Items which are the subject of the above-referenced Agreement between U.S. Bank Equipment Finance, a division of U.S. Bank National Association as Lessor/Secured Party and the undersigned as Customer. The words you and your refer to Customer. The words we, us and our refer to Lessor/Secured Party.

You certify and acknowledge that all of the Equipment and Financed Items (as applicable): 1) have been received, installed and inspected, and 2) are fully operational and unconditional accepted. Further, all terms and conditions of the above-referenced Agreement have been reviewed and acknowledged. Upon you signing below, your promises in the Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment and/or Financed Items from the below-referenced Supplier and you may contact the Supplier for any warranty rights, which, if the Agreement is a lease, we transfer to you for the term of the Agreement (or until you default).

Supplier:	Equipment and/or Financed Items Description
PHYSIO CONTROL INC	SIX (6) PHYSIO 99577-001957 LIFEPAK 15 V4 MONITOR/DEFIB, ADAPTIVE
	BIPHASIC, MANUAL & AED, COLOR LCD, 100MM PRINTER, NONINVASIVE
	PACING, METRONOME, TRENDING, SPO2, NIBP, 12-LEAD ECG, ETCO2,
	CARBON MONOXIDE, BLUETOOTH

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

CITY OF KILLEEN

Customer _____

X

Signature LILLIAN ANN FARRIS _____

INTERIM CITY MANAGER

Title _____ Acceptance Date _____



ONE-TIME AUTHORIZATION FOR AUTOMATIC PAYMENT

EQUIPMENT FINANCE

AGREEMENT # 2075157

CITY OF KILLEEN ("Customer") hereby authorizes and requests U.S. Bank Equipment Finance, a division of U.S. Bank National Association or its assigns ("Creditor") to initiate a debit entry ("withdrawal") in the amount of \$159.00 on or after February 24, 2016, from the account indicated below and to transfer the withdrawn funds in accordance with the following instructions. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account. Please note that your bank statement will reference USBEquipFinance as the drawer of your payment.

Form with fields for account type (Checking/Savings/Business/Personal), Bank Name, City, State, Zip, Account Number, and ABA No. (with instruction to obtain from bank).

ON A SEPARATE PAGE, PLEASE PROVIDE A VOIDED CHECK COPY FOR ACCOUNT VERIFICATION.

The withdrawn funds shall be transferred to Creditor for application to to the above-referenced Agreement. If there are insufficient funds in the account described above to make the withdrawal, Creditor may refuse to make the automatic debit, in which case, Customer agrees to separately make payment of the amount then due. Customer agrees to pay all fees on the account resulting from the withdrawal, including the amount of any resulting overdraft and any overdraft / NSF charges. This authorization shall remain in full force and effect until Creditor has received written notification from Customer that Customer wishes to revoke this authorization. Customer understands that Creditor requires five (5) days prior notice in order to cancel this authorization.

Please fax or email completed form and voided check to 800-863-0582 or DON.CROSBY@USBANK.COM.

Dated this ___ day of ___, 20___.

CITY OF KILLEEN
Customer
X
Signature LILLIAN ANN FARRIS
INTERIM CITY MANAGER
Title Date

ADDRESS FOR ALL NOTICES:
1310 Madrid Street
Marshall, MN 56258



**AUTHORIZATION FOR
AUTOMATIC PAYMENTS**

AGREEMENT #

EQUIPMENT FINANCE

2075157

1. CITY OF KILLEEN ("Customer") hereby authorizes and requests U.S. Bank Equipment Finance, a division of U.S. Bank National Association ('U.S. Bank Equipment Finance') ("Lessor/Secured Party") or its assigns (the "Bank") to initiate debit entries ("withdrawals") from the account indicated below and to transfer the withdrawn funds in accordance with the following instructions. **Please note that your bank statement will reference U.S. Bank Equipment Finance as the drawer of your payments.**

2. The withdrawals shall be made from:

- Checking Savings

Bank Name:		
City:	State:	Zip:
Account Number:	ABA No.:	
Obtain this number from your bank		

ON A SEPARATE PAGE, PLEASE PROVIDE A VOIDED CHECK COPY FOR ACCOUNT VERIFICATION.

3. The withdrawn funds shall be transferred to Bank for application to all lease, loan or other obligations of Customer to Bank ("the Transaction(s)").

4. The amount of each withdrawal shall be an amount equal to each scheduled payment periodically due on the Transaction(s), plus any applicable taxes and other amounts due and owing in connection with the Transaction(s) at the time of such withdrawal.

5. Withdrawals shall be made on each payment due date of the Transaction(s) (the "Due Date(s)"). Notwithstanding the foregoing, Customer acknowledges that Bank will not make a withdrawal of the amount due in connection with any purchase option(s) and that Bank will bill Customer for such payment.

6. If the Due Date falls on a Saturday, Sunday or legal holiday, withdrawals shall be made on the following business day. If there are insufficient funds in the account described above to make any preauthorized debit, Bank may refuse to make the automatic debit, in which case, Customer agrees to separately make payment of the amount then due. Customer agrees to pay all fees on the account resulting from the automatic debits, including the amount of any resulting overdraft and any overdraft / NSF charges.

7. Customer acknowledges and agrees that Bank may cancel this automatic withdrawal service at any time upon five (5) days written notice to Customer. Otherwise, this authorization shall remain in full force and effect until Bank has received written notification from Customer that this authorization is terminated in such time as to afford Bank a reasonable opportunity to act on it. **If the approval for the Transaction(s) required that payments be made by automatic withdrawal, this authorization shall remain in full force and effect for so long as any amounts remain owing on the Transaction(s) or until Bank gives its prior written consent to a termination hereof.**

Please fax or email completed form and voided check to 800-328-9092 or efcustomersupport@usbank.com.

Dated this _____ day of _____, 20_____.

CITY OF KILLEEN

Customer

X

Signature LILLIAN ANN FARRIS

INTERIM CITY MANAGER

Title _____ Date _____

NOTE: A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.



EQUIPMENT FINANCE

INSURANCE AUTHORIZATION AND VERIFICATION

AGREEMENT #

2075157

Date: February 24, 2016

To: CITY OF KILLEEN ("Customer")
Attn: LILLIAN ANN FARRIS
201 N 28TH STREET
KILLEEN, TX 76541

From: U.S. Bank Equipment Finance, a division of U.S. Bank National Association, and its successors and assigns ("Creditor")
Attn: Insurance Department
1310 Madrid Street
Marshall, MN 56258

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor requires proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed equipment (the "Equipment") meets Creditor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, AND ITS SUCCESSORS AND ASSIGNS shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Creditor.

Customer must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00.

Customer must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$218,487.24, with deductibles no more than \$10,000.00.

*Customer: Please execute this form and return with your document package. Creditor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right to purchase such insurance at your expense. Should you have any questions, please contact Insurance Department at (800) 828-8246 Ext. 1513727.

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Agency/Agent: CITY OF KILLEEN
Address:
Phone/Fax:
E-Mail:
By: LILLIAN ANN FARRIS, INTERIM CITY MANAGER

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at (866) 405-8329. This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements. CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, please deliver notice to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ('U.S. Bank Equipment Finance') in accordance with the policy provisions.

Agent hereby verifies that the above requirements have been met in regard to the Equipment listed below.

Print Name Of Agency:
X
By: X
(Agent's Signature)
Print Name: X Date: X

Insurable Value: \$218,487.24

EQUIPMENT DESCRIPTION FOR AGREEMENT NUMBER: 2075157

SIX (6) PHYSIO 99577-001957 LIFEPAK 15 V4 MONITOR/DEFIB, ADAPTIVE BIPHASIC, MANUAL & AED, COLOR LCD, 100MM PRINTER, NONINVASIVE PACING, METRONOME, TRENDING, SPO2, NIBP, 12-LEAD ECG, ETCO2, CARBON MONOXIDE, BLUETOOTH, TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.