

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
 800 Walnut Street | 4th Floor | Des Moines, IA 50309

Name and Address of Customer:  
**CITY OF KILLEEN DBA STONETREE GOLF CLUB**  
**1600 Stonetree Drive**  
**Killeen, TX 76543**

Thank you for doing business with **WELLS FARGO FINANCIAL LEASING, INC.** This cover letter is your guide to completing your transaction as quickly as possible.

**Checklist**

All documents listed below are required for this transaction:

- Equipment Schedule – Lease
- Non-Appropriation Addendum
- Delivery and Acceptance Certificate (to be signed and returned to us only after the Equipment has been delivered, installed and accepted by you)
- Insurance Form
- Required Information Form
- MyAccounts Form

The following items are required for your transaction to be completed:

- Signature from an authorized signer– see Signature Guide below for requirements
- Printed name of the signer
- Title of the signer – see Signature Guide below for requirements
- Federal tax ID of the lessee/borrower – specified on the attached documents
- Advance payment - see invoice in this package for details
- Return the signed documents as outlined below
- Supplier Invoice
- Tax Exempt Certificate, if applicable

**Please return all pages. Failure to return all pages will cause a delay in processing.**

**Signature Guide**

The documents must be signed by an authorized officer or the owner if the customer is a Sole Proprietorship, with printed Name and Title completed as well.

**Guaranty, Lease or Loan agreement authorized signer guidelines**

**If the business is a:**

- Proprietorship
- General Partnership
- Limited Partnership
- Limited Liability Company (LLC)
- Trust
- Corporation or Non-Profit Corporation

And deal is <\$500K

And deal is >=\$500K

**This person must sign:**

- Owner/Proprietor
- Partner
- General Partner
- Manager, Member or Authorized Signer
- Trustee

Authorized Corporate Officer, Purchasing Manager, Director, Controller, Finance Manager

Authorized Corporate Officer

**Return Instructions**

If you received an e-mail from DocuSign to sign documents electronically, once you complete the DocuSign process and click “confirm signing”, your signed documents will be returned to us electronically. Please use fax or e-mail to return any checklist items not completed and transmitted via DocuSign. If you did not receive an e-mail from DocuSign to sign documents electronically, please return your signed documents and other checklist items via fax or e-mail. If your documents include a master agreement and/or guaranty documents, or if the total amount financed is greater than \$500,000, then overnight the signed documents to the address below.

Fax: 866-336-8375  
 Email: WFEFMDFGolfandTurf@wellsfargo.com

**Overnight:**

**WELLS FARGO FINANCIAL LEASING, INC.**

Contracts Team  
800 Walnut Street  
Des Moines, IA 50309  
MAC F0005-044

# Equipment Schedule

## Fixed Price Purchase Option

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
800 Walnut Street | 4th Floor | Des Moines, IA 50309

WELLS  
FARGO

Equipment Schedule Number **603-0128978-008** dated as of **April 28, 2022** to  
Master Agreement Number **603-0128978** dated as of **June 3, 2015**

Name and Address of Lessee:

**CITY OF KILLEEN DBA STONETREE GOLF CLUB**  
**1600 Stonetree Drive**  
**Killeen, TX 76543**

**"Master Agreement"** means that certain master agreement between you and us which has been assigned an account number corresponding to the Master Agreement Number referenced above. **"Schedule"** means this Equipment Schedule. **"Lessee"** means the above referenced entity or sole proprietorship and any other entity or sole proprietorship listed as a Lessee in the signature blocks below, and is also referred to as **"you"** and **"your."** Each entity that signs below as Lessee agrees that its liability in connection with this Schedule is joint and several. The terms and conditions of the Master Agreement are incorporated into this Schedule, and together, this Schedule and the Master Agreement as it relates to this Schedule, constitute a lease (**"Lease"**) between us and you for the Equipment described in this Schedule, provided however, that if the Lessor named above is not the lessor named in the Master Agreement, then, for purposes of the Lease evidenced by this Schedule, all references to the **"lessor"**, **"we"** or **"us"** in said Master Agreement shall be deemed to refer to the Lessor named above. **"Payment"** shall mean any **"Payment"** or **"Lease Payment"** as such term is defined in the applicable Master Agreement, and shall be in the amount set forth in Section B herein. Capitalized terms used but not defined herein shall have the meanings given to them in the Master Agreement.

**A. EQUIPMENT.** Pursuant to the terms of the Lease, we agree to acquire and lease to you the Equipment listed below:

See attached Schedule A.

**Equipment Location:** 1600 Stonetree Drive, Killeen, TX 76543

**Supplier of Equipment (Name):** TOM LOFTUS INC, 809 STEVE HAWKINS PKWY, MARBLE FALLS, TX 78654

**THE PARTIES INTEND THIS LEASE TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.**

### B. FINANCIAL TERMS

1. Term (No. of Months): 61	6. Purchase Option Price at end of Term (plus taxes): \$36,451.01
2. Payment: 1 @ \$0.00, 60 @ \$5,757.17 (plus applicable taxes)*	
3. Frequency of Payment: Monthly (in Advance)	
4. Administrative Fee: \$200.00 (will be billed on your first invoice)	
5. Lessee Purchase Order # (for invoicing purposes only):	

\*In states assessing upfront sales tax and use tax, if you choose to include such tax amount as part of the Lease, your Payment, starting with the first invoice, will be adjusted to reflect such tax as a component of the total amount funded by us under this Lease. In other states, the applicable sales tax and use tax is charged on a periodic basis, and will be included on your invoice. **If you are exempt from paying sales and use tax you shall provide to us a valid exemption certificate prior to the Commencement Date.**

**C. PURCHASE OPTION.** Provided no default exists hereunder, upon not less than 90 days nor more than 180 days, prior written notice to us, at Lease expiration you will either (1) return all, but not less than all, of the Equipment; or (2) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for cash equal to the Purchase Option Price, plus applicable sales and use and other taxes.

**D. HOLDOVER RENT.** If you do not purchase the Equipment at the end of the Term, extend the Term, or fully comply with the Lease return conditions, this Lease WILL CONTINUE ON A MONTH-TO-MONTH BASIS NOTWITHSTANDING ANY EXPIRATION, CANCELLATION OR TERMINATION OF THE TERM OF THIS LEASE and you will pay us the same Payments and other Lease charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (plus applicable taxes) and the Payments shall be for the leasing of the Equipment and not be applied to the applicable purchase price. We may terminate such continued leasehold interest upon 30 days' notice to you.

**E. ANNUAL OPERATING HOURS/MILES.** You acknowledge that the Payment has been calculated on the assumption that each unit of Equipment will be operated annually during the Term for the number of Annual Operating Hours/Miles listed above and that the condition of the Equipment upon return to us shall comply with such assumption. In the event that you do not exercise the Purchase Option described herein, should it be determined that the actual number of operating hours/miles for any unit of Equipment (the **"Total Operating Hours/Miles"**) exceeds the applicable **"Total Permitted Operating Hours/Miles"** (to be computed by dividing the Annual Operating Hours/Miles for such unit of Equipment by twelve and then multiplying such quotient by the number of months in the Term), you may, at our option, be required to pay upon demand for each such unit of Equipment, in addition to any other amounts due under this Lease: (i) the Excess Usage Charge; plus (ii) any and all repair costs which are deemed necessary by us, in our sole reasonable discretion, which are related to such excess usage; plus (iii) any applicable taxes. The **"Excess Usage Charge"** shall be calculated by us by subtracting the Total Permitted Operating Hours/Miles from the Total Operating Hours/Miles (rounded down to the nearest hour/mile) and multiplying such difference by the Excess Usage Hourly/Mileage Charge. In addition to the notice requirements otherwise provided in the Lease, you agree to promptly notify us of any malfunction of (as the case may be) the hobbs or hour/mileage meter.

**F. PROPERTY TAX ADMINISTRATION.** UNLESS THE EQUIPMENT IS TITLED, WE WILL FILE ALL PERSONAL PROPERTY TAX RETURNS COVERING THE

**THIS SCHEDULE INCLUDES THE TERMS ON THE ATTACHED PAGE(S).**

**THIS SCHEDULE SHALL NOT BE EFFECTIVE UNLESS AND UNTIL EXECUTED BY US.**

**IN WITNESS WHEREOF,** Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

Lessor: **WELLS FARGO FINANCIAL LEASING, INC.**

Lessee: **CITY OF KILLEEN DBA STONETREE GOLF CLUB**

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

EQUIPMENT AND WILL PAY THE PERSONAL PROPERTY TAXES LEVIED OR ASSESSED THEREON AND YOU WILL, PROMPTLY UPON DEMAND, PAY TO US, AS SUPPLEMENTAL RENT, AN AMOUNT EQUAL TO THE PROPERTY TAXES PAID BY US. IF THE EQUIPMENT IS TITLED, YOU AGREE TO FILE ALL PERSONAL PROPERTY TAX RETURNS ON THE APPLICABLE EQUIPMENT AND PROMPTLY PAY ALL PROPERTY TAXES WHICH MAY BE ASSESSED AGAINST SUCH EQUIPMENT, AND IF WE REQUEST, PROMPTLY PROVIDE US WITH PROOF OF SUCH PAYMENT. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a tax administrative fee equal to \$12 per unit of Equipment (not to exceed 10 units of Equipment) per year during the Term, not to exceed the maximum permitted by applicable law.

**G. RETURN OF EQUIPMENT.** If (1) a default occurs and we terminate the Lease, (2) you do not purchase the Equipment at the end of the Term, (3) you do not extend the Term, or (4) the Lease otherwise terminates, at your cost you will promptly (i) place the Equipment in good order and condition (except for ordinary wear and tear from normal use), (ii) cause the Equipment to be disassembled, deinstalled, inspected, tested and crated in accordance with the manufacturer's recommendations and any and all local, state and federal regulatory requirements then in effect, and (iii) immediately return the Equipment, freight and insurance prepaid, at your risk to any location and aboard any carrier we may designate in the continental United States. Any such Equipment will be accompanied by all accessories originally included with the Equipment, qualifies (if applicable) for continued maintenance under a manufacturer's service and maintenance contract, and includes the latest software release provided by the manufacturer or Supplier to you. You will continue to remit Payments until the first day of the month which follows the date the Equipment is received by us in the condition required by this Lease. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with the Lease and any Return Conditions described below or for damages incurred in shipping and handling.

#### **Golf and Turf**

In addition to the above provisions, you shall, at your expense, comply with the following return requirements. (a) At least 90 days and no more than 180 days prior to expiration or termination of the Lease: (i) ensure that the Equipment has been maintained, starts under its own power and is operating within manufacturer's specifications; and (ii) cause a manufacturer's representative or other qualified maintenance provider, acceptable to us, to perform a physical inspection and test of all the components and capabilities of the Equipment to ensure the Equipment conforms to the return provisions outlined herein. The results of the testing and appraisal, with necessary reconditioning, documenting that the Equipment meets the return conditions required herein are to be provided to us in a "Return Inspection Report" in form acceptable to us no later than 30 days prior to the return of the Equipment. In addition, if requested, you must make the Equipment available to us or our designee during regular working hours for a walk-around appraisal/inspection. If during such inspection the Equipment is found not to be in compliance with the above or any of the material or workmanship is found to be defective beyond ordinary wear and tear or the Equipment is not operating within manufacturer's specifications, then you shall make all necessary replacements and proper repairs at your expense, utilizing only original manufacturer approved parts and using generally accepted procedures to cause the Equipment to conform to the condition required herein. After corrective measures are completed, you will provide for a follow up inspection of the Equipment by the manufacturer's representative or other qualified maintenance provider as outlined in the preceding clause. (b) (i) **General Condition:** you will maintain the Equipment in a condition and manner suggested by the original manufacturer as required to validate any warranty, normal wear and tear expected. With respect to each unit, all components, covers, guards, parts, accessories and attachments for that item of Equipment must accompany the return properly installed, in good working order and with only minor sheet metal, plastic or cowl damage. No upholstery shall have any cut, tear or burn, there shall be no un-repaired damage to exterior or interior materials (including but not limited to, cabs, lights and other accessories) that exceeds \$250 and all decals, numbers, customer identification, glue and adhesives shall have been removed in a workmanlike manner, and so as to not detract from the overall paint and appearance of the Equipment. Frame and structural members shall be structurally sound, without breaks, bends or cracks. All motors must operate smoothly without overheating, leaking, excessive smoking and with all original components attached (i.e. muffler, starter, etc.). All controls, whether electronic, hydraulic, or manual, must operate per manufacturer's specifications. The electrical system will be in good operating condition with wiring free of cuts, breaks or cracks, and batteries being able to maintain a charge in accordance with the original manufacturer's specifications. No battery shall have any dead cells, cracked case or be inoperative. All units must be able to move through normal speed ranges in both forward and reverse with no slipping or grabbing, steer normally right and left in both forward and reverse gears and able to stop with its service brakes in a safe distance in all directions. All units returned will be cleaned and cosmetically acceptable and have no excessive wear requiring material component repair or replacement resulting from a failure to perform the recommended maintenance per the customer operation/maintenance manual. All rust and corrosion must be properly removed and/or treated. All material (i.e., dirt, refuse, asphalt, gravel, etc.) must be properly removed from the Equipment and disposed of in accordance with all applicable federal, state and local laws and regulations. All safety equipment must be in proper working order. All internal fluids such as lube oil and hydraulic fluids are to be filled at operating levels and all filler caps are to be secured. All oil and grease seals must contain the lubrication within the manufacturer's designed reservoir and fluid lines will be free of any leaks, cuts and cracks. (ii) **Tires/Wheels/Tracks:** All tires shall be matched by type and tread design as when originally delivered, free of any cracks, cuts, rips or patches and must be serviceable, with at least 50% remaining tread, and able to retain proper air pressure. (iii) **Hydraulics:** all hydraulic pumps, cylinders and hoses must be functional and not be bent, nicked, gouged or leaking. All cutting units lower, turn on, run, raise and shut off as they are designed to do with all blades having at least 50% remaining life. (iv) **Battery Powered Golf Carts:** With respect to Equipment powered by lithium-ion batteries, at least 6 months but not more than 12 months prior to return of the Equipment, you will at your expense, have the batteries tested to determine if the batteries are eligible for warranty repair or replacement (i.e. that they maintain sufficient storage, output, etc.), and if so qualified, have the repair or replacement completed prior to return of the Equipment; further (1) each lithium-ion battery powered golf cart must be returned with batteries which are capable of sustaining a charge that will permit use of such Equipment for at least an 18 hole round, (2) batteries and chargers must be able to perform at 75% of rated capacity, and (3) all manufacturer warranties relating to the batteries must be fully transferable. (c) Each unit shall meet and conform to all applicable federal, state, and local health and safety laws and requirements, and, if applicable, have appropriate ANSI inspection certificates, permits and other certification necessary to operate the Equipment. Without limiting the foregoing, you shall maintain and provide to us written records of preventative maintenance and repairs, indicating date, and (hobbs) hour meter readings to show when such maintenance or repair work was performed. (d) YOU SHALL BE RESPONSIBLE TO RETURN THE EQUIPMENT FREE FROM CONTAMINATION OF ANY HAZARDOUS SUBSTANCE AND SHALL BE SOLELY RESPONSIBLE FOR ANY EXPENSES AND COSTS ASSOCIATED WITH THE CLEAN-UP THEREOF. FOR PURPOSES OF THIS LEASE, THE TERM "HAZARDOUS SUBSTANCE" SHALL MEAN AND INCLUDE ANY HAZARDOUS SUBSTANCE, HAZARDOUS WASTE, CONTAMINANT, TOXIC SUBSTANCE, AND/OR DANGEROUS GOODS WHICH IS/ARE REGULATED UNDER ANY ENVIRONMENTAL, HEALTH AND/OR SAFETY LAW, REGULATION, GUIDELINE, POLICY AND/OR BY-LAW, OR WHICH MAY FORM THE BASIS OF LIABILITY UNDER ANY SUCH LAW, REGULATION, GUIDELINE, POLICY AND/OR BY-LAW OR COMMON OR CIVIL LAW AND SHALL INCLUDE, WITHOUT LIMITATION, ASBESTOS, POLYCHLORINATED BIPHENYLS, UREA FORMALDEHYDE, AND/OR FLAMMABLE, EXPLOSIVE AND RADIOACTIVE SUBSTANCES.

**H. TAX BENEFIT AND TAX INDEMNIFICATION.** You agree that this Lease has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or the Lease. This indemnity continues beyond the expiration or other cancellation or termination of this Lease.

**I. EXECUTION AND TRANSMISSION OF DOCUMENTATION.** We may, in our sole discretion, accept a photocopy, electronically transmitted, facsimile, or other reproduction (any a "Counterpart") of this Schedule and all other documents entered into in connection with this Schedule (the "Documents") as the binding and effective record of such Documents whether or not a manually signed copy hereof or thereof is also received by us. Counterparts may, in our sole discretion, be executed manually or by electronic means by either party. No Document requiring our signature is binding on us until we sign it. When a Counterpart of a Document showing your signature is signed by us (manually or electronically), then the Counterpart bearing our signature, if executed by us manually, or the Counterpart electronically maintained by us, if executed by us electronically, shall constitute the sole original document for all purposes and shall constitute the authoritative record of such Document for the purposes of establishing the provisions of such Document and to the extent that such Document constitutes chattel paper as that term is defined in the UCC, perfection of a security interest by possession or control may only be accomplished by possession or control of such Counterpart. You agree not to raise as a defense to the enforcement of any Document that it was executed by electronic means by either party or transmitted to us by facsimile or other electronic means.

**ALL TERMS AND CONDITIONS ON THIS SCHEDULE ARE BINDING UPON THE PARTIES HERETO.** To the extent of any conflict or inconsistency

between this Schedule and the Master Agreement, this Schedule will prevail, but only with respect to the Lease created hereunder. This Schedule is not binding or effective with respect to the Master Agreement or Equipment until executed on behalf of us and you by authorized representatives.

# Equipment Schedule A



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
800 Walnut Street | 4th Floor | Des Moines, IA 50309

Contract Number **603-0128978-008** dated as of **April 28, 2022** (the "Agreement")

Qty	Make	Model	Year	Equipment Type	Serial/VIN Number	Annual Operating Hours/Miles	Excess Usage Hourly/Mileage Charge
2	John Deere	2700E	2022	New Triplex Mower		600	\$15.00
1	John Deere	2700 Precision Cut	2022	New Triplex Mower		600	\$15.00
2	John Deere	6700A PrecisionCut	2022	New Mower - Fairway		600	\$15.00
1	John Deere	7400A TerrainCut	2022	New Mower - Rough/Trim/Surround		600	\$15.00
1	John Deere	Z930M	2022	New Mower		600	\$15.00

# Non-Appropriation Addendum



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
800 Walnut Street | 4th Floor | Des Moines, IA 50309

Agreement Number **603-0128978-008** dated as of **April 28, 2022**

Name and Address of Customer:  
**CITY OF KILLEEN DBA STONETREE GOLF CLUB**  
**1600 Stonetree Drive**  
**Killeen, TX 76543**

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and WELLS FARGO FINANCIAL LEASING, INC. ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (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. CHOICE OF 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 the 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. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.

**IN WITNESS WHEREOF,** Customer and Company have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

Company: **WELLS FARGO FINANCIAL LEASING, INC.**

Customer: **CITY OF KILLEEN DBA STONETREE GOLF CLUB**

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

# Delivery and Acceptance Certificate



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
800 Walnut Street | 4th Floor | Des Moines, IA 50309

Account Number **603-0128978-008** dated as of **April 28, 2022**

Name and Address of Customer:

**CITY OF KILLEEN DBA STONETREE GOLF CLUB**  
**1600 Stonetree Drive**  
**Killeen, TX 76543**

The Account Number referenced above corresponds to the applicable schedule entered into under a master lease or loan agreement or an individual lease or loan agreement, as the case may be (the "**Transaction**"). "**Equipment**" means the equipment and other property as described in the Transaction. **WELLS FARGO FINANCIAL LEASING, INC.** and its successors and assigns is the lessor or lender under the Transaction, and is also referred to as "**we**", "**us**" and "**our**". "**Customer**" means the above referenced entity or sole proprietorship and is the lessee or borrower under the Transaction and is also referred to as "**you**" and "**your**". Capitalized terms used but not defined herein shall have the meanings given to them in the Transaction. You hereby authorize us to insert or update the date set forth below with the best information we have available.

Pursuant to the provisions of the Transaction identified above, as of the date set forth below you, hereby certify and warrant to us that: (a) all Equipment has been delivered and installed (if applicable) on the date set forth below; (b) you have inspected the Equipment, and all such testing as you deem necessary has been performed by you or the vendor/supplier or the manufacturer of the Equipment; and (c) you irrevocably accept the Equipment for all purposes of the Transaction.

You further certify that as of the date hereof: (i) you are not in default under the Transaction; and (ii) the representations and warranties made by you pursuant to or under the Transaction are true and correct.

You hereby direct us to pay the vendor/supplier of the Equipment and agree that an electronically transmitted copy of this document containing your signature may be treated as an original for all purposes.

Customer: **CITY OF KILLEEN DBA STONETREE GOLF CLUB**

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date\*

\*Date upon which the Equipment was delivered, installed, and accepted by Customer.



# Insurance Form



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
800 Walnut Street | 4th Floor | Des Moines, IA 50309

Account Number **603-0128978-008** dated as of **April 28, 2022**

Name and Address of Customer:  
**CITY OF KILLEEN DBA STONETREE GOLF CLUB**  
**1600 Stonetree Drive**  
**Killeen, TX 76543**

**THIS FORM MUST BE COMPLETED BY THE CUSTOMER**

**DIRECTIONS: PLEASE COMPLETE THE FOLLOWING AND RETURN WITH YOUR SIGNED TRANSACTION DOCUMENTS. Send a completed copy of this form to your Insurance Provider.**

**1. PROPERTY INSURANCE CARRIER INFORMATION.**

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

**2. LIABILITY INSURANCE CARRIER INFORMATION.**

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

**IMPORTANT:** Under the terms and conditions of your transaction, you are required to carry adequate insurance coverage on the leased/financed equipment. Make sure that your agent understands that you are financing or leasing the equipment and that your policy conforms with the following:

- Property or physical damage coverage for the replacement value of the equipment. WELLS FARGO FINANCIAL LEASING, INC., its successors and assigns, must be named as Loss Payee. Maximum Deductible: \$25,000.00
- General Liability Coverage: Amounts of \$1,000,000.00 per Individual Occurrence/Combined Single Liability Limit for Property Damage and Bodily Injury. WELLS FARGO FINANCIAL LEASING, INC., its successors and assigns, to be listed as additional insured. "Claims-Made Policies" are NOT acceptable.
- Insurance coverage to be applicable to all Equipment leased or financed by **WELLS FARGO FINANCIAL LEASING, INC.** and all accessories, accessions, replacements, additions, substitutions, add-ons and upgrades thereto, and any proceeds therefrom.

**Remit via email to:**  
[WFEFMDFGolfandTurf@wellsfargo.com](mailto:WFEFMDFGolfandTurf@wellsfargo.com)

**Remit via fax to:**  
Wells Fargo Financial Leasing, Inc., Attn: Golf and Turf Division  
Fax: 866-336-8375

**Please send an ACORD FORM 25, an ACORD FORM 27 or ACORD FORM 28 (as applicable) evidencing adequate insurance coverage to:**

**WELLS FARGO FINANCIAL LEASING, INC.**  
**Attention: Insurance Department**  
**PO Box 35702**  
**Billings, MT 59107**

By completing and returning this form to WELLS FARGO FINANCIAL LEASING, INC. ("Lessor/Lender"), you authorize Lessor/Lender to contact the insurance agencies identified above and further authorize the agencies to issue insurance certificates complying with the above requirements to Lessor/Lender.

# Required Information Form



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
800 Walnut Street | 4th Floor | Des Moines, IA 50309

Account Number **603-0128978-008** dated as of **April 28, 2022**

**DIRECTIONS:** Complete the following information and return it with your signed documents. Please be sure to fill in all items; mark "N/A" as appropriate.

**Customer Name:** CITY OF KILLEEN DBA STONETREE GOLF CLUB

**Federal Tax ID Number:** XXXXX1504

**Purchase Order Number (if required on invoice):** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**Billing Address:** 1600 Stonetree Drive, Killeen, TX 76543

**Accounts Payable Contact (Required):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Phone Number (Required):** \_\_\_\_\_

The Billing Address stated above is correct.  
OR

Change the Billing Address to:

Street \_\_\_\_\_ City \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Equipment Contact** (to verify Equipment delivery and acceptance): \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Phone Number (Required):** \_\_\_\_\_

**Equipment Location:** 1600 Stonetree Drive, Killeen, TX 76543

The Equipment Location stated above is correct. Indicate County the equipment is located in: \_\_\_\_\_  
OR

Change the Equipment Location to:

Street \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ County \_\_\_\_\_

(If multiple locations, attach a list of equipment/VINs by City, State and County indicating where each piece of equipment or vehicle is located)

**PLEASE PROVIDE** proof of the following address listed below. Any type of utility bill with your company name will be considered valid proof.

1. 1600 STONETREE DRIVE KILLEEN TX 76543

## Sales/Use Tax

If you are tax exempt, we must have a copy of your exemption certificate prior to funding. Please forward a copy along with the return of the signed lease documents. If you are exempt and an exemption is not received, we are required to pay any required upfront sales tax (and you will reimburse us) or include tax on your monthly lease payment. Please indicate your tax status below:

I am EXEMPT and have enclosed my tax exemption certificate and/or resale certificate.

OR

I am NOT tax exempt.

**To ensure timely processing of each payment invoice PLEASE MAKE YOUR PURCHASE ORDERS OUT TO WELLS FARGO FINANCIAL LEASING, INC.** Your invoice will be mailed approximately 30 days in advance of your payment due date.

**Notice: To help the government fight the funding of terrorism and the 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 and taxpayer identification number that will allow us to identify you. We may also ask to see other identifying documents.**

# Online Account Management

The Wells Fargo logo, consisting of the words "WELLS" and "FARGO" stacked vertically in a white, sans-serif font on a black square background.

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
800 Walnut Street | 4th Floor | Des Moines, IA 50309

---

The MyAccounts website offers comprehensive services that help your business build and maintain a successful company. Enjoy the benefits of electronic billing, 24/7 on-demand access to customer account information, electronic payment options, and more.

## Highlights:

- View current and historical invoices throughout the life of the transaction
- Submit or schedule online payments and set up recurring payments
- Sign up for paperless invoicing
- View payment histories and invoice summaries
- Register for payment application notifications
- View and modify equipment details
- Request a W9 or billing address changes
- Create reports relevant to your business
- Ask questions and chat directly with the Customer Care team

## How to register:

To register for MyAccounts, follow these quick steps:

1. Visit [myaccounts.wellsfargo.com](https://myaccounts.wellsfargo.com) and click on "Register Now".
2. You'll need your *billing ID* or *account schedule number* and *billing zip code*, found on your invoice.
3. Follow the prompts to include your contact information and select a User ID.
4. A validation code will be sent to you. Input the validation code into the prompt.
5. Lastly, you will select a password. Once your password has been selected, you can continue to the home page.

Existing customers can call the number below to complete pre-registration by phone.

**Talk with us today to learn more.**

**866-497-6661**

**[myaccounts.wellsfargo.com](https://myaccounts.wellsfargo.com)**



**Name and Address of Lessee:**  
**City of Killeen**  
**1600 Stonetree Drive**  
**Killeen, TX 76543**

Re: **EQUIPMENT SCHEDULE No. 603-0128978-008** between **CITY OF KILLEEN** and **WELLS FARGO FINANCIAL LEASING, INC.**

"**Lessor**" means WELLS FARGO FINANCIAL LEASING, INC. together with its successor and assigns, and is also referred to as "**we**", "**us**" and "**our**."  
"**Lessee**" means the above referenced entity or sole proprietorship and any other entity or sole proprietorship listed as a Lessee in the signature blocks below, and is also referred to as "**you**" and "**your**." This Amendment (this "**Amendment**") is entered into as of **May 9, 2022** between you and us, and amends Equipment Schedule No. **603-0128978-008** by and between you and us (the "**Schedule**"), which incorporates the terms and conditions of that certain Master Lease Agreement No. **603-0128978** (the "**Master Agreement**"). The terms and conditions of the Master Agreement are incorporated in to the Schedule and together constitute a lease (the "**Lease**") between you and us for the Equipment described in the Schedule. Capitalized terms used but not defined herein shall have meanings given to them in the Master Agreement.

For good and valuable consideration and intending to be legally bound, you and we agree as follows:

A. Amendment to the Schedule.

**1. Sentence 2 of Section H is hereby amended and restated in its entirety as follows:**

"To the extent permitted by applicable law, You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or the Lease."

B. Limitations. The amendments set forth herein are limited precisely as written and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Lease, or (b) prejudice any right or rights which we may now have or may have in the future under or in connection with the Lease or any of the other documents referred to therein. Except as expressly modified hereby or by express written amendments thereof, the terms and provisions of the Lease or any other documents or instruments executed in connection with the foregoing are and shall remain in full force and effect. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

C. Entire Agreement. This Amendment and the documents referred to herein represent your and our entire understanding regarding the subject matter hereof and supersede all of your and our prior and contemporaneous oral and written agreements with respect to the subject matter hereof.

D. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts and all of such counterparts shall together constitute one and the same instrument. Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Amendment is not binding or effective with respect to the Lease until executed by your and our respective authorized representatives.

**IN WITNESS WHEREOF**, you and we have caused this Amendment to be executed by each of our respective duly authorized representatives as of the date first above written.

**WELLS FARGO FINANCIAL LEASING, INC.**

**LESSEE: CITY OF KILLEEN**

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Name and Address of Lessee:**  
**City of Killeen**  
**1600 Stonetree Drive**  
**Killeen, TX 76543**

Re: **EQUIPMENT SCHEDULE No. 603-0128978-008** between **CITY OF KILLEEN** and **WELLS FARGO FINANCIAL LEASING, INC.**

"**Lessor**" means WELLS FARGO FINANCIAL LEASING, INC. together with its successor and assigns, and is also referred to as "**we**", "**us**" and "**our**."  
"**Lessee**" means the above referenced entity or sole proprietorship and any other entity or sole proprietorship listed as a Lessee in the signature blocks below, and is also referred to as "**you**" and "**your**." This Amendment (this "**Amendment**") is entered into as of **May 9, 2022** between you and us, and amends Equipment Schedule No. **603-0128978-008** by and between you and us (the "**Schedule**"), which incorporates the terms and conditions of that certain Master Lease Agreement No. **603-0128978** (the "**Master Agreement**"). The terms and conditions of the Master Agreement are incorporated in to the Schedule and together constitute a lease (the "**Lease**") between you and us for the Equipment described in the Schedule. Capitalized terms used but not defined herein shall have meanings given to them in the Master Agreement.

For good and valuable consideration and intending to be legally bound, you and we agree as follows:

A. Amendment to the Schedule.

**1. Sentence 2 of Section H is hereby amended and restated in its entirety as follows:**

"To the extent permitted by applicable law, You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or the Lease."

B. Limitations. The amendments set forth herein are limited precisely as written and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Lease, or (b) prejudice any right or rights which we may now have or may have in the future under or in connection with the Lease or any of the other documents referred to therein. Except as expressly modified hereby or by express written amendments thereof, the terms and provisions of the Lease or any other documents or instruments executed in connection with the foregoing are and shall remain in full force and effect. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

C. Entire Agreement. This Amendment and the documents referred to herein represent your and our entire understanding regarding the subject matter hereof and supersede all of your and our prior and contemporaneous oral and written agreements with respect to the subject matter hereof.

D. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts and all of such counterparts shall together constitute one and the same instrument. Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Amendment is not binding or effective with respect to the Lease until executed by your and our respective authorized representatives.

**IN WITNESS WHEREOF**, you and we have caused this Amendment to be executed by each of our respective duly authorized representatives as of the date first above written.

**WELLS FARGO FINANCIAL LEASING, INC.**

**LESSEE: CITY OF KILLEEN**

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## City of Killeen

Compounding Period: Monthly

Nominal Annual Rate: 4.990%

**Cash Flow Data - Loans and Payments**

	Event	Date	Amount	Number	Period	End Date
1	Loan	05/01/2022	333,454.23	1		
2	Payment	05/01/2022	0.00	1		
3	Payment	06/01/2022	5,757.17	60	Monthly	05/01/2027
4	Payment	06/01/2027	36,451.01	1		

**TValue Amortization Schedule - Normal, 365 Day Year**

	Date	Payment	Interest	Principal	Balance
Loan	05/01/2022				333,454.23
1	05/01/2022	0.00	0.00	0.00	333,454.23
2	06/01/2022	5,757.17	1,386.48	4,370.69	329,083.54
3	07/01/2022	5,757.17	1,368.30	4,388.87	324,694.67
4	08/01/2022	5,757.17	1,350.06	4,407.11	320,287.56
5	09/01/2022	5,757.17	1,331.73	4,425.44	315,862.12
6	10/01/2022	5,757.17	1,313.33	4,443.84	311,418.28
7	11/01/2022	5,757.17	1,294.85	4,462.32	306,955.96
8	12/01/2022	5,757.17	1,276.30	4,480.87	302,475.09
<b>2022 Totals</b>		<b>40,300.19</b>	<b>9,321.05</b>	<b>30,979.14</b>	
9	01/01/2023	5,757.17	1,257.67	4,499.50	297,975.59
10	02/01/2023	5,757.17	1,238.96	4,518.21	293,457.38
11	03/01/2023	5,757.17	1,220.17	4,537.00	288,920.38
12	04/01/2023	5,757.17	1,201.31	4,555.86	284,364.52
13	05/01/2023	5,757.17	1,182.37	4,574.80	279,789.72
14	06/01/2023	5,757.17	1,163.34	4,593.83	275,195.89
15	07/01/2023	5,757.17	1,144.24	4,612.93	270,582.96
16	08/01/2023	5,757.17	1,125.06	4,632.11	265,950.85
17	09/01/2023	5,757.17	1,105.80	4,651.37	261,299.48
18	10/01/2023	5,757.17	1,086.46	4,670.71	256,628.77
19	11/01/2023	5,757.17	1,067.04	4,690.13	251,938.64
20	12/01/2023	5,757.17	1,047.54	4,709.63	247,229.01
<b>2023 Totals</b>		<b>69,086.04</b>	<b>13,839.96</b>	<b>55,246.08</b>	
21	01/01/2024	5,757.17	1,027.96	4,729.21	242,499.80
22	02/01/2024	5,757.17	1,008.30	4,748.87	237,750.93

## City of Killeen

	Date	Payment	Interest	Principal	Balance
23	03/01/2024	5,757.17	988.55	4,768.62	232,982.31
24	04/01/2024	5,757.17	968.72	4,788.45	228,193.86
25	05/01/2024	5,757.17	948.81	4,808.36	223,385.50
26	06/01/2024	5,757.17	928.82	4,828.35	218,557.15
27	07/01/2024	5,757.17	908.74	4,848.43	213,708.72
28	08/01/2024	5,757.17	888.58	4,868.59	208,840.13
29	09/01/2024	5,757.17	868.34	4,888.83	203,951.30
30	10/01/2024	5,757.17	848.01	4,909.16	199,042.14
31	11/01/2024	5,757.17	827.60	4,929.57	194,112.57
32	12/01/2024	5,757.17	807.11	4,950.06	189,162.51
<b>2024 Totals</b>		<b>69,086.04</b>	<b>11,019.54</b>	<b>58,066.50</b>	
33	01/01/2025	5,757.17	786.52	4,970.65	184,191.86
34	02/01/2025	5,757.17	765.86	4,991.31	179,200.55
35	03/01/2025	5,757.17	745.10	5,012.07	174,188.48
36	04/01/2025	5,757.17	724.26	5,032.91	169,155.57
37	05/01/2025	5,757.17	703.34	5,053.83	164,101.74
38	06/01/2025	5,757.17	682.32	5,074.85	159,026.89
39	07/01/2025	5,757.17	661.22	5,095.95	153,930.94
40	08/01/2025	5,757.17	640.03	5,117.14	148,813.80
41	09/01/2025	5,757.17	618.76	5,138.41	143,675.39
42	10/01/2025	5,757.17	597.39	5,159.78	138,515.61
43	11/01/2025	5,757.17	575.94	5,181.23	133,334.38
44	12/01/2025	5,757.17	554.39	5,202.78	128,131.60
<b>2025 Totals</b>		<b>69,086.04</b>	<b>8,055.13</b>	<b>61,030.91</b>	
45	01/01/2026	5,757.17	532.76	5,224.41	122,907.19
46	02/01/2026	5,757.17	511.04	5,246.13	117,661.06
47	03/01/2026	5,757.17	489.23	5,267.94	112,393.12
48	04/01/2026	5,757.17	467.32	5,289.85	107,103.27
49	05/01/2026	5,757.17	445.33	5,311.84	101,791.43
50	06/01/2026	5,757.17	423.24	5,333.93	96,457.50
51	07/01/2026	5,757.17	401.06	5,356.11	91,101.39
52	08/01/2026	5,757.17	378.79	5,378.38	85,723.01
53	09/01/2026	5,757.17	356.43	5,400.74	80,322.27
54	10/01/2026	5,757.17	333.97	5,423.20	74,899.07
55	11/01/2026	5,757.17	311.42	5,445.75	69,453.32
56	12/01/2026	5,757.17	288.78	5,468.39	63,984.93
<b>2026 Totals</b>		<b>69,086.04</b>	<b>4,939.37</b>	<b>64,146.67</b>	
57	01/01/2027	5,757.17	266.04	5,491.13	58,493.80
58	02/01/2027	5,757.17	243.21	5,513.96	52,979.84
59	03/01/2027	5,757.17	220.29	5,536.88	47,442.96
60	04/01/2027	5,757.17	197.26	5,559.91	41,883.05

## City of Killeen

	Date	Payment	Interest	Principal	Balance
61	05/01/2027	5,757.17	174.15	5,583.02	36,300.03
62	06/01/2027	36,451.01	150.98	36,300.03	0.00
<b>2027 Totals</b>		<b>65,236.86</b>	<b>1,251.93</b>	<b>63,984.93</b>	
<b>Grand Totals</b>		<b>381,881.21</b>	<b>48,426.98</b>	<b>333,454.23</b>	

Last interest amount increased by 0.05 due to rounding.

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>4.990%</b>	<b>\$48,426.98</b>	<b>\$333,454.23</b>	<b>\$381,881.21</b>