

City of Seward, NE

Tuesday, March 17, 2015

Regular Session

Item G8

CONSIDERATION OF A RESOLUTION APPROVING A LEASE/PURCHASE AND/OR FINANCING AGREEMENT WITH HAMILTON EQUIPMENT COMPANY FOR EQUIPMENT - John Hughes

Administrative Report: The proposed lease agreement is for a 36 month term; lease payments of \$928.10/month with a purchase option at end of term in the amount of \$28,793.82. The lease includes: Bobcat Skid Steer Loader, Stump Grinder and Brushcat Rotary Cutter. These equipment pieces are included in the current year Capital Improvement Program and budget.

After review and discussion, a motion to approve the resolution and lease agreement would be in order.

Staff Contact:

RESOLUTION NO.

WHEREAS, CITY OF SEWARD ("Lessee") is a validly existing political subdivision of the State of NE (the "State"), existing as such under and by virtue of the Constitution, statutes and laws of the State;

WHEREAS, the Mayor of the Lessee (the "Governing Body") has the power under the laws of the State to lease or purchase personal property for use by the Lessee; and the Governing Body has determined, and hereby determines, that it is in the best interests of the Lessee to enter into a Municipal Lease Agreement with HAMILTON EQUIPMENT COMPANY ("Lessor") which lease will be assigned to General Electric Credit Corporation of Tennessee ("Assignee") pursuant to an assignment by Lessor to Assignee (such Municipal Lease Agreement and Assignment are herein together referred to as the "Lease") for the purpose of financing the acquisition of the equipment (the "Equipment") described in Exhibit A to the Lease, and that the use of such Equipment is essential to the Lessee's proper, efficient and economic operation;

WHEREAS, the governing body has taken the necessary and appropriate steps under the applicable law, including, without limitation, and any public bidding requirements, to arrange for the acquisition and financing of the Equipment under the Lease;

WHEREAS, the Lease terminates, and the Lessee's obligations thereunder are extinguished, if the Governing Body fails to appropriate money for the ensuring fiscal year for the payment of the amounts due in such fiscal year;

WHEREAS, there has been presented to the Governing Body the form of the Lease, including Exhibit A thereto, which the Lessee proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing of the Equipment; and it appears that the Lease and its Exhibit A are in appropriate form and are appropriate instruments for the purposes intended.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

Section 1. That all actions of the Lessee in effectuating the Lease are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Lease.

Section 2. That sums be and hereby are allocated from the budget of the Governing Body for the fiscal year ending on September 30, 2015, sufficient to meet all obligations of the Lessee under the Lease, including without limitation Monthly Rent in the amount of \$928.10 per month.

Section 3. The Governing Body hereby approves the acquisition by the Lessee of the Equipment described in Exhibit A to the Lease, such acquisition to be financed by Lessor/Assignee pursuant to and in accordance with the terms of the Lease, which will be a valid, legal and binding obligation of the Lessee enforceable in accordance with its terms. The form and content of the Lease are in all respects authorized approved and confirmed and the Mayor of the Lessee, or his designee is authorized, empowered and directed to execute and deliver the Lease and the other Documents (as defined in the Lease) for and on behalf of the Lessee in substantially the form attached hereto, but with such changes, modifications, additions or deletions therein as shall to him seem necessary, desirable or appropriate.

BE IT FURTHER RESOLVED THAT this Resolution take effect from and after its passage.

The Mayor declared this resolution adopted.

Approved this 17th day of March, 2015.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Bonnie Otte
Assistant Administrator/
Clerk-Treasurer/
Budget & Human Resource Director

(SEAL)



CITY OF SEWARD
537 MAIN STREET
SEWARD, NE 68434

Thank you for doing business with GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE. This cover letter is your guide to completing your transaction as quickly as possible. If you have any questions please call 866-940-3303.

Checklist

LAST FUNDING DATE: April 15, 2015

All documents listed below are required for this transaction:

- ☐ Master Lease Agreement
- ☐ Equipment Schedule - Power Lease
- ☐ Insurance Form
- ☐ Delivery and Acceptance Certificate (to be signed and returned to us only after the System has been delivered, installed and accepted by you)
- ☐ Billing Information

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
- ☐ Return the signed documents as outlined below
- ☐ Supplier Invoice

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.

Lease/Loan agreement authorized signer guidelines

If the business is a:

Proprietorship
General or Limited Partnership
LLC
Corporation:

And deal is <\$350K
And deal is >\$350K

This person must sign:

Owner/Proprietor
A General Partner
Managing Member or Authorized Officer

Authorized Manager, Purchasing Manager, Authorized Corporate Officer
Authorized Corporate Officer

Return Instructions

Please return signed documents and other checklist items via fax or email.

Fax: 888-810-4101

Email: capitalbobcatdocuments@ge.com

Overnight:

GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE
Contracts Team
300 E. JOHN CARPENTER FREEWAY
IRVING, TX 75062-2712

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MASTER LEASE AGREEMENT
Master Lease Agreement No. 9800865
Master Lease Agreement Date: MARCH 9, 2015

Lessor:
Address:
City/State/Zip:

HAMILTON EQUIPMENT COMPANY
8801 HIGHWAY 6
LINCOLN, NE 68507

Lessee:
Street Address:
City/State/Zip:
Federal Tax ID Number:

CITY OF SEWARD
537 MAIN STREET
SEWARD, NE 68434
XX-XXX6355

"Master Agreement" means this Master Lease Agreement. **"Schedule"** means any Equipment Schedule signed by you and us that incorporates the terms of this Master Agreement, each of which will constitute a separate lease (a **"Lease"**). **"Lessor"** means HAMILTON EQUIPMENT COMPANY, or any of its designated affiliates named as Lessor on a Schedule hereunder, 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"**. Each entity that signs below as Lessee agrees that its liability in connection with the Master Agreement (and any Schedules hereunder) is joint and several. **"Equipment"** means the equipment and other property described on the applicable Schedule, as well as any purchase orders, attachments, accessories, accessions, replacements, replacement parts, substitutions, additions, upgrades, exchanges and repairs to the equipment and other property and shall also be deemed to include any embedded software that otherwise falls within the definition of **"Goods"** under Article 9 of the Uniform Commercial Code (**"UCC"**). All terms not defined herein shall have the meaning provided in any Schedule. In the event of a conflict between the provisions of this Master Agreement and a Schedule, the provisions of such Schedule will control.

TERMS AND CONDITIONS

This Master Agreement is dated as of the date first written above, and is by and between us, our successors and assigns and you. You and we agree, for good and valuable consideration and intending to be legally bound, as follows:

1. COMMENCEMENT. We agree to lease to you, and you agree to lease from us, the Equipment described in a Schedule signed by you and us. The commencement of a Lease (the **"Commencement Date"**) and your right to use such Equipment identified on the applicable Schedule will occur on the date that you satisfy all conditions of the Lease, as determined by us, including, without limitation: (i) the delivery of the Equipment to you; and (ii) your verification by telephone of such acceptance, or at our request, your delivery to us of a written certificate of acceptance. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing a Schedule you assign to us all of your rights, but none of your obligations under it. If, for any reason: (i) the dealer, distributor and/or the manufacturer of the Equipment fails to deliver, or delays the delivery of the Equipment; or (ii) the Equipment is unsatisfactory, you agree that we are not liable for, and you will not make any claim against us for damages or for specific performance of this Master Agreement and/or such Lease.

2. LEASE PAYMENTS. You agree to send to us the Lease Payments (as specified in the corresponding Schedule) and all other sums when due and payable under a Lease at the address we provide to you. If the Commencement Date of a Schedule is not the first (1st) or the fifteenth (15th) day of any calendar month (a **"Payment Date"**), the initial Term of a Schedule will be extended by the number of days between the Commencement Date and the Payment Date which first occurs after the Commencement Date of such Schedule and your first Lease Payment will be increased by 1/30th of the monthly Lease Payments multiplied by the number of days elapsed from the Commencement Date to the day immediately preceding the Payment Date which occurs after such Commencement Date. Lease Payments are due whether or not you receive an invoice. If there are changes or corrections in the configuration or cost of the Equipment or the calculation of related sales and other taxes, you authorize us to adjust the Lease Payments by not more than 15%. The Lease Payments are calculated using a lease rate factor. If the Commencement Date under a Lease does not take place on or before the Last Funding Date, we may extend the Last Funding Date, provided that in consideration of any such extension, we reserve the right to adjust the lease rate factor and your Lease Payments to maintain our after tax economic yield and cash flow, and we will notify you of any such adjustments. All payments made by you to us pursuant to a Lease may be applied by us first to delinquency charges and other such charges due under such Lease, then to Lease Payments, and then to any other liabilities due and owing under such Lease or under any other agreement, in any order and manner selected by us. You waive any right you may have to direct the application of any payments made by you to us, and we may at our option offset and deduct any of your liabilities or obligations to us from any or all sums owed by us to you. You agree that we may pay fees to or receive rebates, discounts, subsidies or other compensation or financial benefits (including the ability to fund over time amounts that may be financed hereunder) from the manufacturer, supplier, wholesaler or other vendor of the Equipment, a broker, or other third party in connection with this Lease. Such amounts may affect the amount of your Lease Payments, rate, terms and your total cost hereunder.

3. TAXES. You agree to pay all sales, use, rental, property, excise, gross receipts, withholding and other taxes, charges and fees upon or with respect to the Equipment or the possession, ownership, leasing, use or operation, control or maintenance thereof and

relating to such Lease (or any Lease Payments or receipts hereunder or thereunder), by any domestic or foreign governmental entity or taxing authority, whether due before or after the end of the Term shown on the corresponding Schedule. TO THE EXTENT ALLOWED BY APPLICABLE LAW AND UNLESS AND UNTIL WE NOTIFY YOU IN WRITING TO THE CONTRARY, WE WILL FILE ALL PERSONAL PROPERTY TAX RETURNS COVERING THE EQUIPMENT AND WILL PAY THE PERSONAL PROPERTY TAXES LEVIED OR ASSESSED THEREON. YOU WILL, WITHIN FIVE DAYS OF YOUR RECEIPT OF INVOICE, PAY TO US, AS SUPPLEMENTAL RENT, AN AMOUNT EQUAL TO THE PROPERTY TAXES PAID BY US. IF APPLICABLE LAW REQUIRES THAT YOU FILE PERSONAL PROPERTY TAX RETURNS, YOU WILL DO SO AND PAY ANY APPLICABLE TAXES AND, UPON REQUEST, PROVIDE US WITH COPIES OF ALL SUCH PERSONAL PROPERTY TAX RETURNS, TOGETHER WITH EVIDENCE OF SUCH PAYMENT, WITHIN 15 DAYS FOLLOWING SUCH REQUEST. Your obligations under this Section shall survive the expiration, cancellation or termination of this Master Agreement and any Lease.

4. LATE CHARGES. For any payment, which is not received within ten days of its due date, you agree to pay us a late charge equal to the greater of 5% of the amount due or \$35.00 (but in either case, not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. OWNERSHIP, USE, MAINTENANCE AND REPAIR. Unless otherwise specified in the applicable Schedule, we own the Equipment and you have the right to use the Equipment under the terms of the Lease. If the Lease is or is deemed to be a secured transaction, and you grant us a precautionary security interest in all the Equipment and all products and proceeds thereof to secure all of your obligations under the Lease in the event the Lease is deemed to be a secured transaction. So long as you are not in default of your obligations, we hereby assign to you all our rights under any manufacturer or supplier warranties. You must keep the Equipment free of liens, and notify us immediately if any tax or other lien is or will be placed on the Equipment. You will not remove the Equipment from the address indicated on the front of a Schedule without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) at your sole cost, keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; (e) allow only qualified and properly licensed personnel to operate the Equipment; (f) promptly notify us of any malfunction in the hour meter; (g) maintain accurate and complete records of all repairs and maintenance to the Equipment; and (h) give us reasonable access to inspect the Equipment and its maintenance and other records. Any modifications or additions to the Equipment required by any governmental edict will be promptly made by you at your own expense. Without our prior written consent, you will not make any alterations, additions or improvements to the Equipment which are permanent or which detract from its economic value or functional utility, except as may be required pursuant to the preceding sentence. The Equipment

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must remain in the continental United States at all times. In case you fail to comply with any provision of any Lease, we may effect such compliance and all expenses incurred by us in doing so will constitute additional expenses under such Lease due to us within five days after we send notice to you requesting payment. Our effecting such compliance will not be a waiver of your default.

6. INDEMNITY. YOU ARE RESPONSIBLE FOR ALL LOSSES, DAMAGES, CLAIMS, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT CLAIMS, INJURIES, LIABILITIES (INCLUDING WITHOUT LIMITATION ENVIRONMENTAL LIABILITIES) AND ATTORNEYS' FEES AND COSTS, INCLUDING WITHOUT LIMITATION, THOSE INCURRED IN CONNECTION WITH RESPONDING TO SUBPOENAS, THIRD PARTY OR OTHERWISE ("CLAIMS"), WHETHER BASED ON A THEORY OF STRICT LIABILITY OR OTHERWISE, INCURRED, CAUSED OR ASSERTED BY ANY PERSON, IN ANY MANNER RELATING TO THE EQUIPMENT, INCLUDING ITS MANUFACTURE, ACQUISITION, DELIVERY, INSTALLATION, OWNERSHIP, PURCHASE, SALE, OPERATION, USE, LEASE, MAINTENANCE AND ANY DEFECTS. YOU AGREE TO DEFEND AND INDEMNIFY US AGAINST ALL CLAIMS, ALTHOUGH WE RESERVE THE RIGHT TO CONTROL THE DEFENSE AND TO SELECT OR APPROVE DEFENSE COUNSEL AT YOUR EXPENSE. THIS INDEMNITY CONTINUES BEYOND THE EXPIRATION OR OTHER CANCELLATION OR TERMINATION OF THIS MASTER AGREEMENT AND ANY LEASE AND MAY BE ENFORCED BY, AND IS FOR THE BENEFIT OF US AND OUR SUCCESSORS, ASSIGNS, AFFILIATES, BENEFICIARIES AND ALL OF OUR AND SUCH AFFILIATES', BENEFICIARIES', SUCCESSORS' AND ASSIGNS' RESPECTIVE DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS, PREDECESSORS, ATTORNEYS-IN-FACT AND LAWYERS.

7. LOSS OR DAMAGE. You assume all risks of loss, theft, damage to or destruction of the Equipment. If any item of Equipment is lost, stolen or damaged you will immediately notify us in writing and, at your option and cost, within 30 days after such event, either: (a) promptly repair the item to our satisfaction or replace the item with a comparable item acceptable to us or (b) pay us the sum of: (i) all past due and current Lease Payments; (ii) the present value of (A) all remaining Lease Payments for the affected item(s) of Equipment, and (B) the amount of the Purchase Option set forth in the applicable Schedule for the affected item(s) of Equipment, or if no Purchase Option is specified, the Fair Market Value of the affected item(s) of Equipment, each discounted at the rate of 4% per annum (or if such rate is not permitted by applicable law, then at the lowest permitted rate); and (iii) all other amounts due under the Lease (together, the "**Stipulated Loss Value**"). Upon our receipt of such Stipulated Loss Value, we will then transfer to you all our rights, title and interest in the affected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED. Insurance proceeds will be applied toward repair, replacement or payment owing to us, as applicable. "**Fair Market Value**" of the Equipment means its installed fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. If you disagree with our estimate of fair market value, upon your request, we will appoint an independent appraiser (reasonably acceptable to you) to determine fair market value and that determination shall be final, binding and conclusive. You shall bear all costs associated with any such appraisal.

8. INSURANCE. You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for the higher of Stipulated Loss Value or its full replacement value, naming us as loss payee; and (b) maintain Commercial General Liability insurance, covering personal injury and property damage in amounts acceptable to us, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. You hereby appoint us as your attorney-in-fact to make proof of loss and claim for insurance, to make adjustments with insurers and to receive payment of and execute or endorse all documents, checks or drafts in connection with payments made as a result of such insurance policies. The insurance shall be payable to us irrespective of any breach of warranty or other act or omission of Lessee and no insurance shall be subject to any co-insurance clause. You agree to deliver to us evidence of insurance reasonably satisfactory to us.

9. NET LEASE; UNCONDITIONAL OBLIGATION. Each Lease is a net lease. Your obligation to pay Lease Payments and other amounts due under such Lease shall be absolute and unconditional. You shall not be entitled to any abatement or reductions of, or set-offs against, said Lease Payments or other amounts, including, without limitation, those arising or allegedly arising out of claims (present or future, alleged or actual, and including claims arising out of our strict tort or negligence) of yours against us under such Lease or otherwise. Nor shall any Lease terminate or your obligations be affected by reason of any defect in or damage to, or loss of possession, use or destruction of any Equipment from whatsoever cause. It is the intention of the parties that Lease Payments and other amounts due under each Lease shall continue to be payable in all events in the manner and at the

times set forth in such Lease unless the obligation to do so shall have been terminated pursuant to the express terms of such Lease.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS. You hereby represent and warrant to us that on the date hereof and on the date of execution of each Schedule that, and you covenant with us as follows, in each case until all of the obligations hereunder and under each Schedule has been paid in full to us: (a) you have the authority to enter into, and perform under this Master Agreement, each Schedule, and all related documents (together, the "**Documents**") and are duly qualified to do business in the jurisdiction where the Equipment is located and wherever necessary to conduct your business; (b) the Documents have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreements, enforceable in accordance with their terms; (c) no approval, consent or withholding of objections is required from any governmental authority with respect to the entry into or performance by you of the Documents except such as have already been obtained; (d) the execution and performance by you of the Documents will not: (i) violate any judgment, order, law or regulation applicable to you or any provision of your organizational documents; or (ii) result in any breach of, constitute a default under or result in the creation of any lien or other encumbrance upon any Equipment pursuant to any agreement or instrument (other than this Master Agreement or any Lease) to which you are a party; (e) there are no suits or proceedings pending or threatened in court or before any commission, board or other administrative agency against or affecting you, which will have a material adverse effect on your ability to fulfill your obligations under the Documents; (f) the Equipment is and will remain tangible personal property; (g) your exact legal name is as set forth in the signature block on the last page of this Master Agreement and you are and will be at all times validly existing and in good standing under the laws of the State/Commonwealth of your organization; and (h) you are and will remain in full compliance with all laws, rules and regulations applicable to you including, without limitation: (i) the USA PATRIOT ACT, (ii) laws ensuring that no person who owns a controlling interest in or otherwise controls Lessee is or will be (A) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control ("**OFAC**"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation; or (B) a person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders; and (ii) all applicable Bank Secrecy Act ("**BSA**") laws, rules, regulations and government guidance relating to BSA compliance, import or export controls, anti-money laundering and terrorist financing.

11. DEFAULT. Time is of the essence. You will be in default under a Lease if: (a) you fail to remit to us any payment within ten days of the due date; (b) you or any guarantor of your obligations under any Document ("**Guarantor**") breach any other obligation under any Document or guaranty and fail to correct such violation within ten days following notice; (c) you or a Guarantor becomes insolvent, are liquidated or dissolved, transfer substantially all of your or such Guarantor's stock or assets, stop doing business or assign your or such Guarantor's rights or property for the benefit of creditors, or a petition is filed by or against you or any Guarantor under any bankruptcy or insolvency law; (d) you or any Guarantor default under any other agreement with us or any of our affiliates; (e) any representation made by you or a Guarantor in connection with any Document or guaranty is or will be false or misleading in any material respect; (f) any Equipment is illegally used; (g) there is any merger, consolidation or change in controlling ownership of your entity or any Guarantor's entity; (h) if you are a sole proprietorship, you die or have a guardian appointed; or (i) any individual Guarantor dies or has a guardian appointed.

12. REMEDIES. If you default, we may, in our sole discretion, do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BENEFIT OF THE BARGAIN AND NOT AS A PENALTY, the Stipulated Loss Value; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment, and if so specified in the related Schedule, return such Equipment in the manner outlined in such Schedule; (d) we or our agent may enter the property where the Equipment is located and peaceably, with or without legal process, repossess or disable the Equipment and you waive and will not make any claims against us for damages, for trespass or for any other reason and upon recovery of the Equipment, we will not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment; (e) lease or sell the Equipment or any portion thereof, and may apply the proceeds in the following order of priority: (i) to pay all of our costs, charges and expenses related to the repossession, sale or other disposition; then (ii) to the extent not previously paid by you to us, to pay us all sums due from you under the Lease; then (iii) to reimburse you for any sums previously paid by you to us as liquidated damages; and (iv) any surplus shall be retained by us, unless a Lease is otherwise determined to be a secured transaction, in which case we will remit any excess to the party legally entitled to such excess; and you shall immediately pay us any deficiency in (e)(i) and (e)(ii) above, or in such other manner as may be acceptable to us; (f) charge

you interest on all amounts due us from the due date until date of payment at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; and (h) cancel or terminate the Lease. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right will not operate as a waiver of any other right or future right. To the extent permitted by applicable law, you hereby waive any rights now or hereafter conferred by statute or otherwise that may limit or modify any of our rights or remedies under this Lease, including any rights you may have which require us to sell any Equipment to mitigate damages or provide you with notices of default, intent to accelerate amounts becoming due or acceleration of such amounts.

13. ASSIGNMENT. You may not assign or dispose of any rights or obligations under the Lease or sub-lease the Equipment, without our prior written consent. We may, without notifying you, assign any or all of our interest in the Lease or our interest in the Equipment. If we do make an assignment of the Lease, our assignee will have all of our rights under the Lease, but none of our obligations, unless expressly assumed by the assignee. If you receive written notice of an assignment from us, you will pay all Lease Payments and other amounts payable under any assigned Lease to such assignee or as instructed by us. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

14. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing to your (or our) business address. You authorize us or our agent to prepare and file, electronically or otherwise, UCC financing statements and any amendments or continuation relating to the Equipment. We may receive from and disclose to any individual, corporation, business trust, association, company, partnership, joint venture, or other entity (collectively, the "Entity"), including, without limiting any affiliate of ours, and any credit reporting agency or other entity whether or not related to us for any purpose, information about your accounts, credit application and credit experience with us and you authorize any Entity to release to us or any affiliate of ours any information related to your accounts, credit experience and account information. **This shall be continuing authorization for all present and future disclosures of your account information, credit application and credit experience made by us, or any Entity requested to release such information to us.** Any claim you have against us must be made within one year after the event which caused it. If a court finds any provision of the Lease to be unenforceable, all other terms will remain in effect and enforceable. You authorize us to insert or correct missing or incorrect information on the Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of a Schedule, you agree to pay a fee for such privilege. You agree to pay us a fee as shown in the corresponding Schedule to cover our administrative costs in connection with each Lease and costs associated with the filing of any UCC financing statements. **YOU HEREBY ACKNOWLEDGE AND CONFIRM THAT YOU HAVE NOT RECEIVED ANY LEGAL, TAX, FINANCIAL OR ACCOUNTING ADVICE FROM US OR ANY SUPPLIER OR MANUFACTURER OF THE EQUIPMENT.** Upon our reasonable request, you will within 30 days provide us your most current fiscal year-end and quarter-end financial statements, prepared in accordance with generally accepted accounting principles, and any other financial information. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check, which is returned by the bank for any

reason (not to exceed the maximum amount permitted by law). You will notify us at least 60 days in advance of any proposed change in your legal name or your state/commonwealth of incorporation or formation. Your representations and warranties provided in the Documents shall survive the date hereof and the date of each Schedule and the expiration, cancellation or termination hereof and the other Documents. Credit to your accounts is subject to final payment by your institution and may also be delayed if payment is not received at our payment address or not accompanied by your invoice number. Preferred forms of payment include direct debit, wires, company checks and certified checks. Payment in any other form may delay processing or be returned to you. All written communication concerning disputed amounts, including any check or other payment instrument that (i) indicates that the written payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount or (ii) is tendered with other conditions must be mailed or delivered to us at the address for billing inquiries shown on the invoice or statement and not to the payment address.

15. LIMITATIONS ON CHARGES. We both intend to comply with all applicable laws. We will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Master Agreement or any Lease that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under the Lease to the maximum amount allowed under the legal limit. Any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Lease, or refunded to you.

16. EXECUTION AND TRANSMISSION OF DOCUMENTATION. This Agreement and any schedules, exhibits, annexes or related instruments (each an "Instrument") will be created and evidenced as follows: (i) we will deliver to you an electronic or paper version of each Instrument; (ii) you will print and sign (and initial where indicated), using either ink on paper (a "manual" signature) or by electronic or digital means (an "electronic" signature), the signature page of each such Instrument and deliver the same to us by electronic, facsimile or other means; (iii) we will sign (electronically, digitally or manually, at our option) each signature page so delivered by you (if the Instrument requires our signature); and (iv) we will attach each fully signed signature page to an electronic or printed paper copy of the applicable Instrument. You hereby represent and warrant that you have not modified the Instrument sent to you for signature. Upon your one-time request for a copy of any fully signed Instrument promptly after it has been produced by this process, we will make the same available to you by electronic or other means. Each Instrument produced by this process will be conclusively presumed to be identical to the version signed or initialed by you, and we may (at our option) retain only a copy of such Instrument and dispose of the version containing your manual signature. We both intend that each Instrument produced by this process shall be for all purposes (including perfection of security interests and admissibility of evidence) the sole original authenticated Instrument; and to the extent, if any, that any Instrument constitutes chattel paper (as the term is defined in the applicable Uniform Commercial Code), no security interest in such Instrument may be created through the transfer or possession of any counterpart or copy thereof, other than the Instrument produced by this process. You agree not to raise as a defense to the enforcement of any Instrument that you executed such Instrument by electronic or digital means or used facsimile or other electronic means to transmit your signature on such Instrument. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign any Instrument manually and to deliver to us an original of such Instrument containing your manual signature.

BOTH PARTIES WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS MASTER AGREEMENT, ANY LEASE, ANY OTHER DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY AND THEREBY. THIS MASTER AGREEMENT AND EACH OTHER DOCUMENT WILL BE GOVERNED BY THE LAWS OF IOWA, AND ANY LEGAL ACTION OR PROCEEDING SHALL BE BROUGHT EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF UTAH. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON PAGES 1, 2 AND 3. ANY AGREEMENTS REACHED BY THE PARTIES ARE CONTAINED IN THIS WRITING, WHICH WRITING IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, EXCEPT AS WE MAY LATER AGREE TO MODIFY IN WRITING. ORAL AGREEMENTS OR COMMITMENTS TO MODIFY THIS AGREEMENT OR ANY LEASE, OR TO FORBEAR FROM ENFORCING REPAYMENT OF THE SAME, ARE NOT ENFORCEABLE.

THIS MASTER AGREEMENT SHALL NOT BE EFFECTIVE UNLESS AND UNTIL EXECUTED BY US.

LESSOR: HAMILTON EQUIPMENT COMPANY

LESSEE: CITY OF SEWARD

By: _____

By: **X** _____

Name: _____

Name: **X** _____

Title: _____

Title: **X** _____

IMPORTANT INFORMATION ABOUT ESTABLISHING A RELATIONSHIP WITH LESSOR

Federal law requires us to obtain, verify, and record information that identifies each person or business establishing a business relationship with us. Therefore, you may be required to provide certain information prior to a transaction being funded. This information might include: your name, street address, date of birth, government issued identification number (such as a Social Security Number or taxpayer identification number), and country of citizenship. We may also ask to review your driver's license, passport or other identifying documents that will allow us to verify your identity. In addition, business entities might be asked to provide business name, registered street address, tax identification number, date of establishment of business, nature and type of business, and principal place of business. In accordance with federal and local laws, we will ensure appropriate security is attached to processing and maintaining any retained information.

GECC C&I MLA
2.0T 8/2014
9780776-001
Manual 3-1024924026

**EQUIPMENT SCHEDULE – POWER LEASE**

No. 9800865-001, Dated MARCH 9, 2015

To Master Lease Agreement No. 9800865

Dated October MARCH 9, 2015

Lessor:
Address:
City/State/Zip:

HAMILTON EQUIPMENT COMPANY
8801 HIGHWAY 6
LINCOLN, NE 68507

Lessee:
Street Address:
City/State/Zip:
Contact:
Federal Tax ID Number:

CITY OF SEWARD
537 MAIN STREET
SEWARD, NE 68434

XX-XXX-6355

"Master Agreement" means the above referenced Master Lease Agreement. "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. 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:

Qty	Make	Model	Year	Equipment Type	Serial Number	Annual Operating Hours
1	BOBCAT	S750	2015	SKID STEER LOADERS	ATDZ14710	UNLIMITED HOURS
1	BOBCAT	SGX60	2015	STUMP GRINDER	A00701656	UNLIMITED HOURS
1	BOBCAT	80" HF	2015	BRUSHCAT ROTARY CUTTER	B37700513	UNLIMITED HOURS

Supplier of Equipment (Name): HAMILTON EQUIPMENT COMPANY, 8801 HIGHWAY 6, LINCOLN, NE 68507

Equipment Location: 537 MAIN STREET, SEWARD, NE 68434

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SET-OFF FOR ANY REASON WHATSOEVER. 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): 36	6. Purchase Option Price at end of Term: \$28,793.82
2. Lease Payment: \$928.10 (plus applicable taxes)*	7. Last Funding Date: April 15, 2015
3. Frequency of Lease Payment: Monthly (in Arrears)	8. Total Cost: \$55,920.00
4. Administrative Fee: \$175.00 (included in the financed amount)	
5. Lessee Purchase Order #: **	

* With respect to the Lease Payment, in states assessing upfront sales tax and use tax, your Lease Payment, starting with the first invoice, will be adjusted to include the applicable sales tax and use tax amortized over the Term of the Lease using a rate that preserves Lessor's economic yield for the transaction described in the Schedule. In other states, the applicable sales tax and use tax will be included on your invoice.

**Any Lessee Purchase Order shown above is provided for invoicing purposes only.

C. PROPERTY TAX ADMINISTRATION. 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.

D. POWER LEASE PURCHASE OPTION. For the purposes of this Schedule only, so long as no default exists hereunder and this Lease has not been earlier terminated, you may at Lease expiration, purchase some or all of our interest in the Equipment leased pursuant to this Schedule on an AS-IS, WHERE-IS BASIS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for cash equal to the Purchase Option amount of \$46,800.00 or that part thereof attributable to the item or items of Equipment purchased (plus applicable sales and other taxes). This Lease WILL AUTOMATICALLY CONTINUE ON A MONTH-TO MONTH BASIS UNLESS CANCELLED BY EITHER PARTY UPON 30 DAYS PRIOR WRITTEN NOTICE TO THE OTHER PARTY and you will pay us the same Lease 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 (and taxes) and the Lease Payments shall be for the leasing of the Equipment and not be applied to the applicable purchase price (and taxes).

E. RETURN OF EQUIPMENT. (1) If (a) an Event of Default occurs, (b) you do not purchase the Equipment at the end of the Lease Term, or (c) you do not extend the Lease Term, at your cost and risk 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, (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, and (iv) pay a

return fee of \$100, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned Equipment. 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 Lease 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 in paragraph 2 below) or for damages incurred in shipping and handling.

(2) In addition to the above provisions you shall, at your expense, return the Equipment as specified: (a) **General Condition:** With respect to each unit, no glass shall be broken, chipped or cracked, no upholstery shall have any cut, tear or burn, there shall be no unrepaired damage to exterior or interior materials that exceeds \$250 and all decals, numbers, customer identification, glue and adhesives shall have been removed from Equipment without damage to paint or Equipment. Frame and structural members including but not limited to loader arms, stick, booms, buckets, frame rails, all ground engaging tools and all attachments will be structurally sound, without breaks, bends, cracks or missing teeth. Cooling, heating and lubrication systems shall not be contaminated and there shall be no leaking between systems. No battery shall have any dead cells, cracked case or be inoperative. All units returned will be cleaned and cosmetically acceptable, with all rust and corrosion 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 internal fluids such as lube oil and hydraulic fluids are to be filled at operating levels and all filler caps are to be secured. (b) **Tires:** All tires shall be of the same original size, type and manufacturer (or similar quality manufacturer if the original manufacturer no longer produces tires of that type) as upon delivery to Lessee. On each unit, the tires shall have no missing or damaged parts or gouges. Also, all tires shall have a minimum of fifty percent (50%) remaining wear. Tires will not be re-treads. (c) **Mechanical Drive Train:** If so equipped, the transmission/hydrostatic drive systems including but not limited to differentials, final drives, will be in good condition and operate quietly without vibrations or leaks. (d) **Electric Drive Train:** If so equipped, the electric drive system including, but not limited to alternators, generators, control systems, motorized wheels, shall have at least fifty (50%) time/wear remaining before the next overhaul or replacement as recommended by the manufacturer and published in standard maintenance manuals. (e) **Undercarriage:** If so equipped, the undercarriage (including sprockets, links, idlers, bogies, carrier and track rollers, pins and bushings, track shoes/pads) shall have at least fifty percent (50%) time/wear remaining before the next overhaul or replacement as recommended by the manufacturer and published in standard maintenance manuals. (f) **Engine:** The engine must have been maintained in accordance with manufacturer's recommendations, including overhauling the engine as required. At the time of redelivery, the engine must have at least fifty percent (50%) time remaining before the next overhaul or replacement as recommended by the manufacturer and/or published in standard maintenance manuals. Determination of satisfaction of these specifications shall be made by subjecting the Engine to standard industry testing to include (but not limited to) testing of the crankcase, manifold pressure, oil analysis and blowby tests. All tests shall be performed by a manufacturer authorized service center (but not by the lessee.) (g) **Brakes:** The brakes shall have at least fifty percent (50%) time remaining before the next overhaul or replacement as recommended by the manufacturer and/or published in standard maintenance manuals. No drums or other braking components shall be damaged or cracked. (h) **Conveyors:** If so equipped, all conveyors shall be straight with in original manufacturer's specifications and tolerances. All belts and or drag chain assemblies shall be operable and shall have a minimum 50% wear life remaining. (i) **Screeds:** If so equipped, all screeds shall be fully operable including but not limited to heating systems, vibration systems and screed plates. Power assist systems shall be fully operational. Automatic grade and slope devices shall be operable. (j) **Booms:** If so equipped, all booms shall be straight and true within original manufacturers specifications and tolerances. All standard rigging including sheaves, pendants, fairleads necessary for industry standard lift crane and boom trucks shall be returned with each machine. (k) **Hydraulic Equipment:** All hydraulic pumps, cylinders and hoses must be fully operational at rated capacity with no leaks. (l) **Cutter Drums:** If so equipped, cutter drums shall be fully operational with a minimum of 50% wear life remaining on the drum shell, end rings, flighting, tooth holders, and cutting teeth. The planetary drive shall be full operational and without leakage or vibration. (m) **Cutter Chains:** If so equipped, cutter drums shall be fully operational with a minimum of 50% wear life remaining on the chain, tooth holders, and cutting teeth. (n) **Documents and Records:** Each such 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, Lessee shall maintain and provide to Lessor written records of preventative maintenance and repairs, indicating date, and (hobbs) hour meter readings to show when such maintenance or repair work was performed. (o) **Redelivery:** Provide for transportation of the Equipment in a manner consistent with the manufacturer's recommendations and practices to any locations within the continental United States as Lessor shall direct; and shall have the Equipment unloaded at such locations. (p) **Storage:** Provide safe, secure storage for the Equipment for a period of up to (180) one hundred eighty days after expiration or early termination of Lease at location(s) satisfactory to Lessor.

(3) Inspections: (a) At your expense, at least ninety (90) days prior to, and not more than one hundred twenty (120) days prior to lease expiration, each item of Equipment must be inspected by a manufacturers authorized maintenance representative or other qualified maintenance provider (acceptable to us) to ensure the Equipment conforms to the return provisions outlined herein. (b) From ninety (90) days prior to the return of the Equipment, you must make the Equipment available to our agent during regular working hours so walk-around appraisals/inspections can be conducted. (c) 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 sixty (60) days prior to the return of the Equipment.

F. 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 Master Agreement and any Lease and may be enforced by, and is for the benefit of us and our successors, assigns, affiliates, beneficiaries and all of our and such affiliates', beneficiaries', successors' and assigns' respective directors, shareholders, officers, employees, agents, predecessors, attorneys-in-fact and lawyers.

G. ANNUAL OPERATING HOURS. You acknowledge that the Lease 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 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 FMV Purchase Option described below, should it be determined that the actual number of operating hours for any unit of Equipment (the "Total Operating Hours") exceeds the applicable "Total Permitted Operating Hours" (to be computed by dividing the Annual Operating Hours 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) an excess usage charge which shall be calculated by us by subtracting the Total Permitted Operating Hours from the Total Operating Hours (rounded down to the nearest hour) and multiplying such difference by the corresponding Excess Usage Hourly Charge which is calculated by multiplying 0.000025 times that part of the Total Cost attributable to such unit of Equipment (plus calculating any applicable taxes); 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. 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 meter.

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 of Soft Costs until executed on behalf of us and you by authorized representatives.

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:	HAMILTON EQUIPMENT COMPANY	LESSEE:	CITY OF SEWARD
By:	_____	By:	X _____
Name:	_____	Name:	X _____
Title:	_____	Title:	X _____

NOTICE OF ASSIGNMENT

DATE: MARCH 9, 2015

TO: CITY OF SEWARD

RE: Assignment of Schedule No. 001 to Master Lease No. 9800865 (the Schedules and the Master Lease Agreement are hereinafter collectively referred to as the "Agreement")

Dear Customer,

Please be advised that we have sold and assigned to General Electric Credit Corporation of Tennessee ("GE") all of our right, title and interest in and to, but none of our obligations in and to: (1) the Agreement identified above; (2) all rights and remedies under the Agreement; (3) the equipment subject to the Agreement; and (4) all payments due and to become due under the Agreement.

We did not transfer any of our obligations under the Agreement to GE. All correspondence and questions regarding maintenance and performance of the equipment should be directed to us. Under the terms of the Agreement, you are required to remit Lease Payments and all other payments notwithstanding any complaint you may have against us for the maintenance, service, or supplies. Please remit all Lease Payments and all other payments due and to become due under the Agreement to GE at the address provided by GE. GE will invoice you each month for the Lease Payments due and payable under the Agreement.

Additionally, all notices required to be sent to the Lessor under the Agreement and any notices regarding your termination of the Agreement for non-appropriation or convenience should also be sent to GE at the address listed below.

Please acknowledge your receipt of this notification letter in the space provided below and return to GE at the following address:

General Electric Credit Corporation of Tennessee

300 E. John Carpenter Drive

Irving, TX 75062-2712

In the event you do not acknowledge and return this notification letter within ten (10) days of the date referenced above, GE will assume you have read and agree with the information contained herein and will remit to GE all payments due and to become due under the Agreement.

Sincerely,

HAMILTON EQUIPMENT COMPANY (Lessor)

By: _____

Name and Title: _____

ACKNOWLEDGED THIS DAY,

CITY OF SEWARD (Lessee)

By: _____

Name and Title: _____

Certificate: Authorizing Resolutions, Incumbency, Appropriation and Essential Use

In connection with that Municipal Lease Agreement ("Lease") dated and effective as of 9800865-001 between HAMILTON EQUIPMENT COMPANY which, together with any successor or assignee (including General Electric Credit Corporation of Tennessee), is referred to as "Lessor" and CITY OF SEWARD a political subdivision organized and existing under the Constitution and laws of the State of NE which is referred to as "Lessee," the undersigned does hereby certify to Lessor as follows:

1. I am the duly appointed/elected (choose one) and acting Clerk/Secretary of the _____ (give name of agency, if any) ("Governing Body") of Lessee, and I have custody of the records of said Governing Body.

2. The resolutions attached hereto as Exhibit A and made a part hereof are a true and correct copy of the resolutions adopted and ratified by the Governing Body of Lessee according to its rules of procedure at its public meeting held on _____, and said resolutions have not been rescinded or modified and are still in full force and effect.

3. The individuals named below are the duly elected or appointed officers of Lessee holding the offices or positions set forth after their names, and that their signatures below are genuine:

Name	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Lessee has an immediate need for and expects to make immediate use of all of the Equipment described in the Lease in the performance of its governmental and proprietary functions and such need is not expected to diminish during the term of the Lease. Specifically, the Equipment will be used as follows: _____.

5. All payments due by Lessee under the Lease for the current fiscal year are within the fiscal year budget for the fiscal year ending _____, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment.

6. The Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority.

7. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or government body that challenges the organization or existence of Lessee, the authority of its officers, the authorization, approval and/or execution of the Documents (as defined in the Lease), the appropriation of funds in connection therewith for the current fiscal year, or the ability of the Lessee to perform its obligations under the Lease and the transactions contemplated thereby.

[SEAL]

_____, L.S.
(Name of Secretary)

RESOLUTION

WHEREAS, CITY OF SEWARD (the "Lessee") is a validly existing political subdivision of the State of NE (the "State"), existing as such under and by virtue of the Constitution, statutes and laws of the State;

WHEREAS, the _____ of the Lessee (the "Governing Body") has the power under the laws of the State to lease or purchase personal property for use by the Lessee; and the Governing Body has determined, and hereby determines, that it is in the best interests of the Lessee to enter into a Municipal Lease Agreement with HAMILTON EQUIPMENT COMPANY ("Lessor") which lease will be assigned to General Electric Credit Corporation of Tennessee ("Assignee") pursuant to an assignment by Lessor to Assignee (such Municipal Lease Agreement and Assignment are herein together referred to as the "Lease") for the purpose of financing the acquisition of the equipment (the "Equipment") described in Exhibit A to the Lease, and that the use of such Equipment is essential to the Lessee's proper, efficient and economic operation;

WHEREAS, the Governing Body has taken the necessary and appropriate steps under applicable law, including, without limitation, any public bidding requirements, to arrange for the acquisition and financing of the Equipment under the Lease;

WHEREAS, the Lease terminates, and the Lessee's obligations thereunder are extinguished, if the Governing Body fails to appropriate money for the ensuring fiscal year for the payment of the amounts due in such fiscal year;

WHEREAS, there has been presented to the Governing Body the form of the Lease, including Exhibit A thereto, which the Lessee proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing of the Equipment; and it appears that the Lease and its Exhibit A are in appropriate form and are appropriate instruments for the purposes intended.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

Section 1. That all actions of the Lessee in effectuating the Lease are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Lease.

Section 2. That sums be and hereby are allocated from the budget of the Governing Body for the fiscal year ending on _____, sufficient to meet all obligations of the Lessee under the Lease, including without limitation Monthly Rent in the amount of \$_____ per month.

Section 3. The Governing Body hereby approves the acquisition by the Lessee of the Equipment described in Exhibit A to the Lease, such acquisition to be financed by Lessor/Assignee pursuant to and in accordance with the terms of the Lease, which will be a valid, legal and binding obligation of the Lessee enforceable in accordance with its terms. The form and content of the Lease are in all respects authorized, approved and confirmed and the _____ of the Lessee, or his designee is authorized, empowered and directed to execute and deliver the Lease and the other Documents (as defined in the Lease) for and on behalf of the Lessee in substantially the form attached hereto, but with such changes, modifications, additions or deletions therein as shall to him seem necessary, desirable or appropriate.

BE IT FURTHER RESOLVED THAT this Resolution take effect from and after its passage.

Approved this _____ day of _____, 20____.

Name: _____

Title: _____

Attachment

STATE AND LOCAL GOVERNMENT ADDENDUM - GENERAL
(Commercial Pricing)

THIS ADDENDUM, entered into by and between CITY OF SEWARD, as lessee and/or customer ("**Lessee**") and HAMILTON EQUIPMENT COMPANY, as the lessor, equipment owner, and/or the provider of financial services to Lessee ("**Lessor/Owner**"), amends and modifies Equipment Schedule No. 001 dated MARCH 9, 2015 to Master Lease Agreement No. 9800865 (the **Agreement**).

BACKGROUND

- A. By the above-referenced Agreement, Lessor/Owner has agreed to extend financing to Lessee upon and subject to the terms and conditions set forth in the Agreement.
- B. Lessor/Owner and Lessee desire to amend the terms and conditions of the Agreement, upon and subject to the terms and conditions of this Addendum.
- C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound agree as follows with respect to the Agreement and the transaction evidenced thereby:

1. EFFECT OF ADDENDUM. To the extent of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will prevail and control. All terms and conditions of the Agreement not modified by this Addendum shall remain in full force and effect and are hereby ratified by the parties.

2. GOVERNING LAW AND JURISDICTION. THE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CUSTOMER'S LOCATION, AND THE PARTIES AGREE TO THE NON-EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS IN SUCH STATE.

3. NON-APPROPRIATION OF FUNDS. Notwithstanding any provisions of the Agreement, Lessee's obligation to pay all amounts due under the Agreement, including but not limited to the Lease Payments, is contingent upon the approval of appropriation of funds by its governing body. Lessee intends to remit all Lease Payments and other sums when due and payable to Lessor/Owner for the full Term of the Agreement, if funds are legally available. In the event, despite Lessee's good faith efforts and exhaustion of all administrative appeals, (i) Lessee is not granted an appropriation of funds at any time during the Term of the Agreement for the Equipment or for other functionally similar equipment to the Equipment, and (ii) operating funds are not otherwise available to Lessee to pay its obligations under the Agreement, and (iii) there is no other legal procedure or available funds by or with which payment can be made to Lessor/Owner, and (iv) the non-appropriation did not result from an act or omission by Lessee, then Lessee shall have the right to terminate the Agreement as of the last day of the fiscal period for which appropriations were received ("**Termination Date**"). At least thirty (30) days prior to the Termination Date, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the following fiscal period, (b) such non- appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payments due under the Agreement. Such termination shall be without penalty or expense to Lessee, except that Lessee shall remain obligated to pay any payments or sums due under the Agreement for which funds shall have been appropriated and budgeted, and Lessee shall return the Equipment to Lessor/Owner on or prior to the Termination Date in accordance with the Equipment return provisions of the Agreement. If Lessee terminates the Agreement because of non-appropriation of funds, Lessee may not purchase, lease, or rent equipment performing functions similar to those performed by the Equipment for a period of twelve (12) months from the Termination Date. This paragraph shall not permit Lessee to terminate the Agreement in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

4. OWNERSHIP; TAXES. Lessee hereby acknowledges and agrees that Lessor/Owner will be the legal owner of the Equipment throughout the term of the Agreement, and may be assessed personal property taxes, notwithstanding the fact that Lessee may be exempt from the payment of such taxes. Consequently, Lessee hereby agrees to either, at the option of Lessor/Owner: (a) reimburse Lessor/Owner annually for all personal property taxes which Lessor/Owner may be required to pay as the owner of the Equipment, or (b) remit to Lessor/Owner each month Lessor/Owner's estimate of the monthly equivalent of the annual personal property taxes to be assessed against the owner of the Equipment.

5. SPECIAL REPRESENTATIONS AND WARRANTIES OF CUSTOMER. Lessee hereby represents and warrants to Lessor/Owner that as of the date of this Agreement, and throughout the Term thereof: (a) Lessee is the entity indicated in the Agreement; (b) Lessee is duly organized and existing under the Constitution and laws of the State in which it is located; (c) Lessee is authorized to enter into and carry out its obligations under the Agreement, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with the Agreement (collectively, the “**Documents**”); (d) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, and person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee’s governing body, and hold the offices indicated below their signatures, each of which are genuine, and the Documents constitute the valid, legal, binding agreements of Lessee, enforceable in accordance with their terms, (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and shall be used during the Term of the Agreement only to perform such function; (f) Lessee intends to use the Equipment for the entire Term and shall take all necessary action to include in its annual budget any funds required to fulfill its obligations for each fiscal year during the Term; (g) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Agreement and the Equipment; (h) Lessee’s obligation to remit all amounts due and payable under the Agreement constitutes a current expense and not a debt under applicable state law, no provision of the Agreement constitutes a pledge of Lessee’s tax or general revenues, and any provision which is so construed by a court of competent jurisdiction is void from the inception of the Agreement; (i) all amounts due and to become due during Lessee’s current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the use of the Equipment; (j) all financial information Lessee has provided to Lessor/Owner is true and accurate and provides a good representation of Lessee’s financial condition; (k) no event of non-appropriation, as described herein, has occurred and it is not presently known that any such event will occur under any lease or other contract by which Lessee is bound; and (l) if requested by Lessor/Owner, Lessee will execute and deliver to Lessor/Owner in connection with the Agreement, a certificate of resolution and incumbency and/or an opinion of counsel in form and substance satisfactory to Lessor/Owner.

6. LIMITATIONS. The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Lessee relative to non-appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law.

7. EFFECTIVENESS OF ADDENDUM. This Addendum is incorporated into and made a part of the Agreement, effective as of the same day as the Agreement. This Addendum and the Agreement together constitute the entire agreement of the parties with respect to the subject matter hereof and thereof. All terms and conditions of the Agreement not expressly modified hereby remain in full force and are hereby ratified by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Addendum effective as of the effective date set forth above.

HAMILTON EQUIPMENT COMPANY
Lessor/Owner

CITY OF SEWARD
Lessee

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____



INSURANCE INFORMATION

Master Lease Agreement or Master Loan and Security Agreement No. 9800865
Equipment Schedule No. 9800865-001

Date: March 9, 2015

Lessor/Lendor:	HAMILTON EQUIPMENT COMPANY	Lessee/Borrower:	CITY OF SEWARD
Address:	8801 HIGHWAY 6	Street Address:	537 MAIN STREET
City/State/Zip:	LINCOLN, NE 68507	City/State/Zip:	SEWARD, NE 68434

THIS FORM MUST BE COMPLETED BY THE LESSEE/BORROWER

DIRECTIONS: **PLEASE COMPLETE THE FOLLOWING AND RETURN WITH SIGNED AGREEMENT. Send a copy of this to your Insurance Provider.**

1. PROPERTY INSURANCE CARRIER INFORMATION.

Agency Name: _____
Agent: _____
Address: _____
City, State, Zip: _____
Telephone Number: _____
Fax Number: _____

2. LIABILITY INSURANCE CARRIER INFORMATION.

Agency Name: _____
Agent: _____
Address: _____
City, State, Zip: _____
Telephone Number: _____
Fax Number: _____

IMPORTANT: Under the terms and conditions of your Agreement, 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 cost value of the equipment or the stipulated casualty value, whichever is higher. Maximum Deductible: \$10,000
- ☐ General Liability Coverage: Amounts of – \$500,000 per Individual Occurrence/Combined Single Liability Limit for Property Damage
- ☐ Additional Insured/Loss Payee Endorsement naming "GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE, AND ITS SUCCESSORS OR ASSIGNS". "Claims-Made Policies" are NOT acceptable.
- ☐ All Equipment leased or financed under the above referenced Master Lease Agreement and Equipment Schedules entered into thereunder including all accessories, accessions, replacements, additions, substitutions, add-ons and upgrades thereto, and any proceeds therefrom.

Insurance Inquires should be made to Customer Service at 866-940-3303. **Please send an ACORD FORM 25, an ACORD FORM 27 or ACORD FORM 28 (as applicable) evidencing adequate insurance coverage to:**

GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE

Attention: Contracts Department

PO Box 35702

Billings, MT 59107

GECC C&I MLA
2.0T 8/2014
9800865-001
Manual 3-1266079652



DELIVERY & ACCEPTANCE CERTIFICATE

Master Lease Agreement No. 9800865
Equipment Schedule No. 9800865-001

Lessor: HAMILTON EQUIPMENT COMPANY
Address: 8801 HIGHWAY 6
City/State/Zip: LINCOLN, NE 68507

Lessee: CITY OF SEWARD
Street Address: 537 MAIN STREET
City/State/Zip: SEWARD, NE 68434

"Master Agreement" means the above referenced Master Lease Agreement. "Schedule" means the above referenced Equipment Schedule. The terms and conditions of the Master Agreement are incorporated into each Schedule, and together, each Schedule and the Master Agreement as it relates to such Schedule, constitute a lease ("Lease"). "Equipment" means the equipment and other property described on the applicable Schedule, as well as any purchase orders, attachments, accessories, accessions, replacements, replacement parts, substitutions, additions, upgrades, exchanges and repairs to the equipment and other property. "Lessor" means GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE and its successor and assigns, and is also referred to as "we", "us" and "our." "Lessee" means the above referenced entity or sole proprietorship 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 Lease.

Pursuant to the provisions of the Schedule identified above, you hereby certify and warrant to us that: (a) all Equipment listed below 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 Supplier or the Manufacturer of the Equipment; and (c) you irrevocably accept the Equipment for all purposes of the Lease.

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

DESCRIPTION OF EQUIPMENT

All equipment, software and other property more fully described below or in Exhibit A attached hereto and made a part hereof:

Qty	Make	Model	Year	Equipment Type	Serial Number	Equipment Address
1	BOBCAT	S750	2015	SKID STEER LOADERS	ATDZ14710	537 MAIN STREET, SEWARD, NE 68434
1	BOBCAT	SGX60	2015	STUMP GRINDER	A00701656	537 MAIN STREET, SEWARD, NE 68434
1	BOBCAT	80" HF	2015	BRUSHCAT ROTARY CUTTER	B37700513	537 MAIN STREET, SEWARD, NE 68434

Term (No. of Months): 36

LESSEE: CITY OF SEWARD

By: **X** _____

Name: **X** _____

Title: **X** _____

Date:* **X** _____

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

**BILLING INFORMATION**

Master Lease Agreement or Master Loan and Security Agreement No. 9800865
Equipment Schedule No. 9800865-001

Lessor/Lendor: HAMILTON EQUIPMENT COMPANY
Address: 8801 HIGHWAY 6
City/State/Zip: LINCOLN, NE 68507

Lessee/Borrower: CITY OF SEWARD
Street Address: 537 MAIN STREET
City/State/Zip: SEWARD, NE 68434

**ALTHOUGH THIS FORM IS NOT REQUIRED, FAILURE TO COMPLETE THIS FORM IN FULL MAY LEAD TO A DELAY
IN PROCESSING YOUR ACCOUNT AND MAY LEAD TO BILLING COMPLICATIONS**

DIRECTIONS: Complete the following information and return it with your signed Agreement. Please be sure to fill in all items; mark "N/A" as appropriate.
FAILURE TO COMPLETE THIS FORM IN FULL MAY LEAD TO A DELAY IN PROCESSING YOUR ACCOUNT AND MAY LEAD TO BILLING COMPLICATIONS.

1. BILLING INFORMATION.

Customer Name: CITY OF SEWARD
Contact Name: _____ Title: _____
Contact Phone Number: _____ Fax Number: _____
Email Address: _____
Federal Tax ID # XX-XXX6355

2. WHERE WOULD YOU LIKE YOUR INVOICE SENT?

Street/Post Office Box Address: 537 MAIN STREET
City, State, and Zip Code: SEWARD, NE 68434
Attention: _____ Phone Number: _____
Department: _____

3. WHAT INFORMATION WOULD YOU LIKE ON YOUR INVOICE?

Equipment Serial Number, Model Number and Description on all assets () on first asset only ()
Equipment Location on all assets () on first asset only ()

4. REQUIRED "COMPANY PURCHASE ORDER NUMBER"? IF "YES", PLEASE SUPPLY THE FOLLOWING INFORMATION:

Purchase Order
Number: _____ Expiration Date: _____
Contact: _____ Phone Number: _____

5. Please provide us with a copy of your Tax Exempt Certificate (if applicable).

6. MyAccounts provides you with 24/7 online access to certain account information including invoices, contract copy, and electronic payment options. For your convenience, we will take care of the pre-registration process. Please watch for an e-mail with registration instructions. Existing customers can call 1-800-937-1408 for us to complete pre-registration on the phone.

PLEASE MAKE YOUR PURCHASE ORDERS OUT TO GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE for your lease payment to ensure timely processing of your invoices.

Your invoice will be mailed approximately 30 days in advance of your payment due date.

Please return documents and this form to:

GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE
300 E. JOHN CARPENTER FREEWAY
IRVING, TX 75062-2712
FAX: 888-810-4101
EMAIL: capitalbobcatdocuments@ge.com