

HUNTINGTON PUBLIC CAPITAL CORPORATION
MASTER LEASE AGREEMENT NO. 77331
(Tax Exempt)

Dated as of: **April** ____, 2023 (the "Agreement Date")

THIS MASTER LEASE AGREEMENT (this "Agreement") is made by and between **HUNTINGTON PUBLIC CAPITAL CORPORATION**, a Nevada corporation, and its successors or respective assigns ("Lessor") and **CITY OF OLMSTED FALLS** ("Lessee")

Section 1. CERTAIN TERMS AND DEFINITIONS.

As used throughout this Agreement, the following terms shall have the meanings listed herein:

- (a) "Acceptance Certificate" shall mean an acceptance certificate provided by Lessor in a form acceptable to Lessor;
- (b) "Agreement" shall mean this Master Lease Agreement and all Schedules hereto;
- (c) "Code" shall mean the Internal Revenue Code of 1986, as amended, and the Regulations;
- (d) "Concluding Payment" shall mean the unpaid principal balance of a Lease as of the due date of each Lease Payment as set forth on the related Schedule, assuming that Lessee has paid the Lease Payment that is due on such date;
- (e) "Counsel" shall mean an attorney duly admitted to the practice of law before the highest court of the State;
- (f) "Default Interest Rate" shall mean the lower of 18% per annum or the highest interest rate permitted by State law;
- (g) "Environmental Laws" shall mean any federal, state or local law, rule or regulation pertaining to the protection of the environment;
- (h) "Equipment" shall mean all items of property described in Schedules and subject to this Agreement, and all replacement parts, additions, and accessions to and made a part thereof, and substitutions and modifications thereto;
- (i) "Equipment Location" shall mean the location(s) specified in a Schedule;
- (j) "Escrow Account" shall mean an account established pursuant to an Escrow Agreement, if any;
- (k) "Escrow Agreement" shall mean an escrow agreement or a property acquisition agreement among Lessor, Lessee and an escrow agent or a property acquisition agent pursuant to which an account is established to pay the costs of the Equipment, if any;
- (l) "Event of Default" shall have the meaning set forth in Section 19 of this Agreement;
- (m) "Event of Loss" shall mean the determination of Lessor, in its sole discretion, that a unit of Equipment is lost, stolen or damaged beyond repair;
- (n) "Fair Market Value" shall mean the amount of money to be paid for the Equipment by a fully informed and willing buyer/user (including a lessee in possession) from a fully informed and willing seller assuming: (i) an arm's length transaction with neither party under the compulsion to buy or sell; and (ii) the Equipment is valued on a fully assembled and operational basis (including therein all necessary deinstallation, reinstallation and engineering costs) and is in the condition required by this Agreement;
- (o) "Fiscal Year" shall mean the 12-month fiscal period that commences and ends every year on the dates shown on the execution page hereof;
- (p) "Initial Fiscal Period" and "Initial Term" shall mean the period from the Lease Commencement Date through the duration of Lessee's then current Fiscal Year;
- (q) "Lease" shall mean with respect to each piece of Equipment, this Agreement and the Schedule and the Acceptance Certificate relating to such Equipment, which shall together constitute a separate contract relating to such Equipment, and the general terms and conditions of which shall be contained in this Agreement;
- (r) "Lease Commencement Date" shall mean the date that Lessor's commitment to make funds available to Lessee under the Lease is exchanged for Lessee's commitment to make payment under the Lease, which date shall be specified in each Schedule;
- (s) "Lease Payments" shall mean the rental payments evidenced by principal and interest portions of the payments due under the Lease as specified on the payment schedule attached to the Lease;
- (t) "Lease Term" shall have the meaning set forth in Section 2 of this Agreement;
- (u) "Liens" shall mean levies, liens, encumbrances, leases, security interests, mortgages, pledges, judgments, attachments, warrants, writs, other judicial processes and/or claims of any nature whatsoever by or of any person;
- (v) "Manufacturer" shall mean each of the manufacturers or vendors, or authorized affiliates or agents, from whom Lessee has ordered or with whom Lessee has contracted for the manufacture, delivery, and/or installation of the Equipment;
- (w) "Net Proceeds" shall mean any insurance proceeds or condemnation awards paid with respect to any Equipment remaining after payment therefrom of all expenses incurred in the collection thereof;
- (x) "Non-Appropriation Event" and "Non-Renewal Event" shall have the respective meanings set forth in Subsection 5.2 of this Agreement;
- (y) "Opinion of Counsel" shall mean an opinion of Lessee's Counsel in a form provided by and acceptable to Lessor;
- (z) "Permitted Modifications" shall mean modifications which, as determined by Lessor, do not: (i) impair the originally intended function, capabilities, specifications and performance of any unit of Equipment; (ii) impair any maintenance agreements,

- warranties or licenses with respect to any unit of Equipment; (iii) violate any Manufacturer requirements; (iv) adversely affect the Equipment's resale value; and (v) cause any damage to any unit of Equipment upon removal;
- (aa) "Prepayment Date" and "Prepayment Premium" shall have the respective meanings set forth in Section 17 of this Agreement;
 - (bb) "Regulations" shall mean the applicable proposed, temporary, or final Income Tax Regulations promulgated by the United States Department of the Treasury under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time;
 - (cc) "Renewal Act" shall mean the affirmative act of Lessee whereby Lessee gives notice of its intent to renew the affected Lease for the applicable Renewal Term, provided, that, if permitted by applicable State law, the act of the governing body of Lessee whereby it appropriates funds to pay Lease Payments for a Lease that are due and payable in such succeeding Renewal Term shall be deemed such an affirmative act of Lessee;
 - (dd) "Renewal Term" shall mean each twelve month period that shall correspond to Lessee's Fiscal Year and shall commence on the first day following the last day of the Initial Term or the preceding Renewal Term, as the case may be, provided, that the last scheduled Renewal Term of any Lease shall be such lesser number of months as may be necessary to extend the Lease Term of said Lease to the date that the last Lease Payment stated in the Schedule is due and payable;
 - (ee) "Return Date" shall have the respective meanings set forth in Subsection 5.2 of this Agreement.
 - (ff) "Schedule" shall mean a form of equipment schedule, including all exhibits thereto, provided by and acceptable to Lessor, executed by Lessor and Lessee, describing the Equipment and setting forth the Lease Payments and Concluding Payments;
 - (gg) "State" shall mean the state or commonwealth in which Lessee is located; and
 - (hh) "Taxes" means present and future taxes, levies, duties, assessments (special or general) or other governmental charges (federal, state and/or local) that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (i) sales, use, excise, licensing, registration, titling, gross receipts, ownership, leasing, rental, possession, stamp and personal property taxes, and (ii) interest, penalties, or fines on any of the foregoing.

Section 2. TERM.

2.1 This Agreement shall be in effect from the Agreement Date set forth in the first page hereof. For each Lease, its lease term shall consist of an Initial Term and, if renewed as stated below in this Section 2.1, additional Renewal Terms (collectively, the Initial Term and all applicable Renewal Terms shall hereinafter be referred to as the "Lease Term"). Each Lease shall automatically terminate at the end of the Initial Term or Renewal Term then in effect unless prior to the end of the Initial Term or Renewal Term, a Renewal Act is taken by Lessee and upon such a Renewal Act, the succeeding Renewal Term shall commence.

2.2 The Lease Term of each Lease will terminate upon the earlier of: (a) the termination of a Lease by Lessee in accordance with Subsection 2.1, Subsection 5.2, or Section 17 hereof; (b) an Event of Default by Lessee and Lessor's or its assigns' election to terminate such Lease pursuant to terms hereunder; or (c) the payment by Lessee of all Lease Payments and all other amounts authorized or required to be paid by Lessee pursuant to such Lease.

Section 3. LEASE PAYMENTS. From the Lease Commencement Date, Lessee agrees to pay to Lessor or its assigns the Lease Payments, including the principal and interest portions, equal to the amounts specified in the related Schedule, and a portion of each Lease Payment is paid as and represents the payment of interest as set forth therein. Unless otherwise stated, the interest component under each Schedule shall be computed on the basis of a 360-day year consisting of twelve 30-day months, from the Lease Commencement Date at the interest rate or rates set forth in each respective Schedule. The Lease Payments will be payable, exclusively from moneys legally available therefor, in lawful currency of the United States, without notice or demand at the designated office of Lessor (or such other place as Lessor or its assignee may from time to time designate in writing). Lease Payments will commence on the first Lease Payment date, which Lessor is authorized to designate and which is set forth in the related Schedule, and thereafter on the dates set forth therein. **All of Lessee's obligations under this Agreement and each Lease shall constitute a current expense of Lessee for the Fiscal Year in which the obligation is due and shall not constitute an indebtedness of Lessee within the constitution and laws of the State, nor shall anything contained herein or therein constitute a pledge of any taxes, funds or other moneys (other than moneys lawfully appropriated from time to time by or for the benefit of Lessee for this Agreement and the Net Proceeds of the Equipment) or the full faith and credit of Lessee.** Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any abatement, diminution, deduction, set-off, defense, counterclaim, or recoupment for any reason whatsoever, including without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns, or infirmities in the Equipment or any accident, condemnation, or unforeseen circumstances. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the related Lease Term and hereby covenants that it will do all things lawfully within its power, including (without limitation) the exhaustion of all administrative remedies, in order to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funds, using its bona fide best efforts to have such portion of the budget approved. It is Lessee's intent to continue each Lease hereunder for its entire Lease Term and to pay all Lease Payments relating thereto if funds are legally available therefor and in that regard Lessee

represents that the use of Equipment is essential to its proper, efficient and economic operation. If a Lease Payment or any other amount due under a Lease is eleven (11) days or more late, then Lessee, at Lessor's option and without further demand or notice, will be assessed a late charge equal to 5% of said late payment, but not to exceed the maximum amount allowed by law, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, that this provision shall not be applicable to the extent that the application thereof would affect the validity of this Agreement.

PAYMENT DATES. If the due date of any payment under any Schedule shall be a day that is not a Business Day, the due date shall be extended to the next succeeding Business Day; provided, however, that if such next succeeding Business Day occurs in the following calendar month, then the due date shall be the immediately preceding Business Day. "Business Day" means any day other than a Saturday, a Sunday, or other day on which Lessor is required to be closed.

Section 4. ACQUISITION, DELIVERY AND ACCEPTANCE.

4.1 Lessee shall advise Lessor of its desire to lease Equipment, the Equipment cost, the Manufacturer, the expected delivery date and the desired lease terms for such Equipment. By execution hereof, Lessor has made no commitment to lease any Equipment to Lessee. Nothing herein shall obligate Lessor to lease any Equipment to Lessee until Lessor has executed a Schedule relating thereto. If Lessor, in its sole discretion, determines that the proposed Equipment may be subject to a Lease hereunder, Lessor shall furnish to Lessee a proposed Schedule relating to the Equipment completed insofar as possible. Lessee shall order the Equipment from the appropriate Manufacturer or Manufacturers; however, in no event, shall Lessee enter into any contract or issue a purchase order which references Lessor. Lessor shall have no obligation to make any payment, or reimburse Lessee for any payment, made to any Manufacturer for any Equipment (or if applicable, consent to a disbursement by an escrow agent) until five (5) Business Days after Lessor has received all of the following in form and substance satisfactory to Lessor: (a) a Schedule executed by Lessor and Lessee; (b) an Acceptance Certificate (however, if Lessor and Lessee agree to utilize an Escrow Agreement as provided for herein, an Acceptance Certificate is not required until portions of the Equipment which are operationally complete or functionally independent are delivered and accepted, or all of the Equipment is delivered and accepted); (c) a resolution, ordinance or other official action has been taken by or on behalf of Lessee to authorize the acquisition of the Equipment on the terms provided in the Schedule and evidence thereof has been provided to Lessor; (d) evidence of insurance with respect to the Equipment in compliance with the terms of this Agreement; (e) Manufacturer invoices and/or bills of sale relating to the Equipment and if such invoices have been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Regulations promulgated under the Code; (f) as applicable, financing statements showing Lessee as debtor and/or the original certificate of title or Manufacturer's certificate of origin and title application, if any, of the Equipment that is subject to certificate of title laws showing Lessor as sole lienholder; (g) a completed and executed Form 8038-G or -GC or evidence of filing thereof with the United States Secretary of Treasury; (h) an Opinion of Counsel; and (i) any other documents or items required by Lessor.

4.2 Notwithstanding the foregoing provisions regarding the acquisition of the Equipment, if, upon agreement by Lessor and Lessee as to any Equipment to be acquired and leased by Lessee under this Agreement, Lessor and Lessee enter into an Escrow Agreement, then (a) Lessor and Lessee shall immediately complete and execute a Schedule relating to the Equipment; (b) the amount deposited by Lessor into the Escrow Account shall be repaid by the Lease Payments due under the related Lease; and (c) the Lease Payments relating to the Equipment shall have an aggregate principal component equal to the amount of Lessor's deposit into the Escrow Account and shall be due and payable as provided in the related Schedule commencing upon the deposit of funds by Lessor into the Escrow Account. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment which are operationally complete and functionally independent and which may be utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

4.3 Following Lessor's receipt of the foregoing documents, Lessee will cause the Equipment to be delivered to Lessee at the Equipment Location. Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and acceptance of the Equipment. After delivery of the Equipment, and subject to the Equipment being operational after reasonable inspection and testing of the Equipment by Lessee, Lessee will accept the Equipment by executing and delivering to Lessor an Acceptance Certificate. Lessor hereby leases to Lessee all Equipment made subject to a Schedule and Acceptance Certificate, and Lessee hereby leases from Lessor such Equipment, upon the terms set forth in this Agreement and in the related Schedule and an Acceptance Certificate. During the Lease Term, Lessor covenants to provide Lessee with quiet use and enjoyment of the Equipment, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 5. NON-RENEWAL AND NON-APPROPRIATION OF FUNDS.

5.1 For each Lease, Lessee represents and warrants that the necessary funds have been appropriated to make the Lease Payments, and meet its other obligations, with regards to the Equipment for the duration of Lessee's Initial Fiscal Period, and that such

funds have not been expended for other purposes, and that all funds appropriated for such Lease will be used for no other purpose than to pay Lease Payments and other amounts due thereunder. With regards to appropriation for Lease Payments after the Initial Fiscal Period, parties hereto acknowledge that such appropriation is a governmental function which Lessee cannot contractually commit itself in advance to perform, and this Agreement does not constitute such a commitment.

5.2 If Lessee fails to renew the Lease Term of a Lease as provided in Subsection 2.1 above, then a "Non-Renewal Event" shall be deemed to have occurred. If sufficient funds are not appropriated, budgeted, or otherwise available by any means whatsoever in any Fiscal Year subsequent to the Initial Fiscal Period for Lease Payments due under a Lease, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs or if a Non-Renewal Event occurs, then all affected Leases, and Lessee's interest in all Equipment subject to the affected Leases, shall terminate, in whole, but not in part, on the last day of the Lease Term for a Non-Renewal Event or the last day of the Fiscal Year for which appropriations were received for a Non-Appropriation Event, as the case may be (the "Return Date"). Lessee may effect such termination by providing a written notice of termination to Lessor or the affected assignee, and by paying any Lease Payments and other amounts which are due and payable hereunder and which have not been paid at or before the end of the Fiscal Year. Lessee shall endeavor to give notice of such termination not less than sixty (60) days prior to the end of the Fiscal Year for which appropriations were made, and shall notify Lessor or the affected assignee of any anticipated termination. Failure to provide said written notice of termination shall not constitute an Event of Default hereunder. Unless Lessor makes other arrangements with Lessee in writing pursuant to Subsection 5.3 hereof, within ten (10) days of the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Subsection 5.3 hereof and the affected Lease shall terminate on the Return Date without penalty to Lessee.

5.3 In the event of a termination of a Lease following a Non-Appropriation Event or a Non-Renewal Event, or any other termination of a Lease prior to the payment of all Lease Payments or the applicable Concluding Payment, on the Return Date (a) Lessor may enter upon Lessee's premises where the Equipment is kept and disable the Equipment to prevent its further use by Lessee and (b) Lessee shall promptly, but in any event within ten (10) days after such termination, at its own cost and expense: (i) perform any testing and repairs required to place the Equipment in the condition required by Section 11 hereof; (ii) if deinstallation, disassembly or crating is required, cause such tasks to be performed by an authorized Manufacturer's representative or such other service person as is satisfactory to Lessor; and (iii) peaceably surrender possession of all of the Equipment and execute all documents required to transfer Lessee's interest in all of the Equipment to Lessor or its assignee without any Liens (other than Liens in favor of Lessor) on the date of such termination, packed for shipment in accordance with Manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor at the expense of Lessee. If Lessee fails to deliver all of the Equipment in the manner designated by this Subsection 5.3, then Lessor will have all legal and equitable rights and remedies to take possession of the Equipment, and charge to Lessee the costs of such repossession. With regard to a termination following a Non-Appropriation Event or a Non-Renewal Event, if Lessee has not complied with such instructions, the termination shall nevertheless be effective, but Lessee shall be responsible for the Lease Payments and other amounts payable under the affected Lease for which funds have been appropriated that would thereafter come due if the Lease had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's or the related assign's instructions and for any other loss suffered by Lessor or the related assignee as a result of Lessee's failure to act as required; accordingly, Lessee agrees that the failure to promptly return the Equipment after a Non-Renewal Event or after Non-Appropriation as provided for in Section 5 hereof would be inequitable to Lessor, and as a result, Lessee agrees to pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under Subsections 5.2 and 5.3, provided that any and all such amounts are subject to appropriation by Lessee. To the extent that there is a Non-Renewal Event and/or a Non-Appropriation and all Equipment under the affected Lease is not returned by Lessee to Lessor by the Return Date, then this Section 5.3 shall survive termination of a Lease as this Subsection is applicable to such Lease.

Section 6. LIMITATION ON WARRANTIES. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee, that Lessor is neither a Manufacturer nor a vendor of such Equipment, that Lessor is not responsible for the selection, ordering or suitability of the Equipment, the acceptance of the order submitted, or any delay or failure to manufacture, deliver, or install the Equipment by the Manufacturer, including its sales representative, that Lessee is solely responsible for the selection, use, maintenance, operation and storage of the Equipment, and that LESSEE SELECTED THE EQUIPMENT WITHOUT ASSISTANCE OF LESSOR, ITS AGENTS OR EMPLOYEES, AND LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, VALUE, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF. During the Lease Term, so long as no Event of Default has occurred hereunder and is continuing, Lessor has no obligation to enforce, and hereby assigns to Lessee, and irrevocably appoints Lessee its agent and

attorney-in-fact to assert against Manufacturer whatever claims and rights arising out of, its interest, if any, in all Manufacturer's warranties, guarantees, and patent indemnity protections, express or implied, issued on or applicable to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee's sole remedy for the breach of such warranties shall be against the Manufacturer (or, to the extent applicable, other party responsible for assembling, contacting, or transporting the Equipment, whether directly or indirectly), and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder.

Section 7. FEDERAL TAX REPRESENTATIONS AND COVENANTS. At the time of Lessee's execution and delivery of a Schedule and related Lease documents, Lessee represents, covenants, and warrants to Lessor (all such representations and warranties being continuing in nature and surviving the termination of any Lease) that: (a) Lessee will do or cause to be done all things necessary to preserve and keep this Agreement and each Lease in full force and effect; (b) Lessee is a state or political subdivision as such terms are used in Section 103 of the Code; (c) Lessee will ensure, by pursuing all legal affirmative actions or by refraining from acting, and causing its officers, employees, and agents to take all legal affirmative actions to ensure, that the interest portion of the Lease Payments is not included in the gross income of the recipient for federal income tax purposes and Lessee will take such other actions as may be necessary so that this Agreement and each Lease will not constitute obligations so that the interest on which is subject to federal income taxation as "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code and the Regulations; (d) no portion of the principal or interest payment of any Lease is directly or indirectly (i) secured by any interest in property used or to be used for a private business purpose or by payments in respect of such property, or (ii) derived or to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a private business purpose; (e) Lessee will execute all informational filings required under the Code so as to preserve the tax-exempt qualification of Lessee's obligations to Lessor and its assigns under the Lease, and in the event that Lessee's failure or refusal to execute the required information filings results in or would result in the inability to exclude from gross income for federal tax purposes the interest paid on Lessee's obligations under the Lease to Lessor or its assigns, then Lessor may demand that Lessee cure the loss by a subsequent filing and Lessee shall pay to Lessor an amount equal to the loss occasioned by Lessor's inability to exclude the interest payable under this Agreement and any Leases hereunder from gross income for Federal income tax purposes; (f) Lessor's yield with respect to each Lease is dependent upon the full amount of each interest component of each Lease Payment being excluded from Lessor's income pursuant to the Code, and accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein or a component of any Lease Payment is, in the opinion of counsel for Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event, which amount shall be calculated by Lessor and be binding upon Lessee in the absence of manifest error; (g) to the best of Lessee's knowledge, information and belief: (i) the Equipment has been ordered or is expected to be ordered and is expected to be delivered, and the Manufacturer has been fully paid on the Lease Commencement Date, and the estimated total cost of the Equipment will not be less than the total principal amount of the Lease Payments, (ii) Lessee has not created or established, and does not expect to create or establish, any sinking fund, reserve fund or other similar fund that is reasonably expected to be used to pay the Lease Payments or that may be used solely to prevent a default in the payment of the Lease Payments, and (iii) the Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of the Lease Payments; and (h) Lessee will have the sole use and possession of the Equipment, which Lessee shall use only for the purpose of performing essential governmental uses and public functions consistent with the permissible scope of Lessee's authority, and further, the Equipment shall not be used in any trade or business carried on by any person other than a governmental unit.

Section 8. TITLE. Upon acceptance of the Equipment by Lessee under a Lease and for the Lease Term, title to the Equipment will vest in Lessee, subject to the rights of the Lessor under this Agreement, and Lessee shall take all actions necessary to vest such title and ownership in Lessee. For federal income tax purposes, and State ad valorem tax purposes and any other purpose for which Taxes are levied (other than those based on the net income of Lessor), and for purposes of the Uniform Commercial Code, Lessor and Lessee shall treat any Lease as a conditional sales agreement, and accordingly, full unencumbered title and ownership (including legal and equitable title, as well as beneficial enjoyment, possession, and use) to the Equipment shall pass to Lessee without Lessor having any further or continuing rights in such Equipment without any further act or notice on its part, upon the payment in full of all Lease Payments and other payments required under such Lease for the Lease Term by the Lessee, as they shall have come due in accordance with the applicable Schedule, so long as there shall be no Event of Default in existence at such time; and further, upon payment in full of all such Lease Payments and other amounts due and payable under a Lease, Lessee shall be deemed to have exercised its option to purchase the Equipment including all additions, modifications, repairs, replacements, and substitutions to such Equipment. If, however, prior to the payment of all such Lease Payments and other amounts due and payable under a Lease, full unencumbered title and ownership (including legal and equitable title, as well as beneficial enjoyment, possession, and use) to the Equipment shall immediately, permanently, and unconditionally, without any action by Lessee, reside, rest, settle, vest with, and to the extent applicable, pass or transfer to Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor (subject to any express rights or grace periods set forth in this Agreement), upon any of the following events: (a) in the event of termination of a Lease by Lessee pursuant to Subsection 2.1 or Section 5 hereof; (b) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (c) in the event that the purchase

option has not been exercised prior to the Lease termination date. It is the intent of the parties hereto that any such residing, resting, settling, vesting, passing, or transferring of title and ownership to Lessor or its assignees pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title, or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such documents and instruments as Lessor may request to evidence such residing, resting, settling, vesting, passing, or transferring of full and unencumbered title and ownership (including legal and equitable title, as well as beneficial enjoyment, possession, and use) to Lessor or its assignees and termination of Lessee's interest in the Equipment, and Lessee shall have no further interest in such Equipment.

For liability, insurance, and to the extent title to the Equipment must be registered such as in connection with vehicles, Lessee owns the Equipment and Lessor does not own the Equipment, and by this Agreement, each Lease is intended to finance the acquisition of the Equipment for Lessee. Lessee represents, warrants, and covenants that Lessor does not operate, control, or have possession of the Equipment and has no control over Lessee or Lessee's operation, use, storage, or maintenance of the Equipment.

In the event of the occurrence of one or more of the events described in (a), (b), or (c) of the preceding paragraph of this Section and for the limited purpose of providing for the residing, resting, settling, vesting, passing, or transferring of full unencumbered title and ownership (including legal and equitable title, as well as beneficial enjoyment, possession, and use) of the Equipment to Lessor, Lessee irrevocably designates, makes, constitutes, and appoints Lessor and its assignees as Lessee's true and lawful attorney (and agent) in fact with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment.

Section 9. SECURITY INTEREST. In order to secure all of Lessee's obligations hereunder and all of the Leases, and to the extent permitted by law, Lessee hereby (a) grants to Lessor a continuing, first priority security interest in all of the Equipment and in all additions, attachments, accessions, and substitutions thereto, and in any proceeds therefrom, (b) agrees that a carbon, photographic or other reproduction of this Agreement and each Lease may be filed as a financing statement evidencing such security interest, and (c) agrees to execute and, to the extent applicable, deliver all financing statements, certificates of title, and other instruments necessary or appropriate to evidence such security interest. Lessee shall deliver or cause to be delivered to Lessor the original certificates of title relating to all vehicular Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Lease Term, so as clearly to disclose Lessor's security interest in the Equipment. Upon termination of a Lease with respect to each Equipment through exercise of Lessee's option pursuant to Subsection 17.1 or through payment by Lessee of all Lease Payments and other amounts relating thereto, Lessor's security interests in such Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the termination of Lessor's security interest in such Equipment. Lessee hereby designates Lessor and its assigns as its agents and attorneys-in-fact for the purpose of filing financing statements and amendments thereto, and executing title applications and certificates of title and related documents to perfect the security interest granted by Lessee hereunder. Lessee shall not encumber or otherwise permit a Lien to be placed on or against the Equipment, except as otherwise provided under this Section. To the extent that State law does not permit Lessee to grant a security interest in the Equipment, Lessee acknowledges its obligation to deliver the Equipment and/or its obligation to make the Equipment available to Lessor (or its assignees) in accordance with the Section 5 hereof, and hereby covenants that in providing for the return of Equipment pursuant to Section 5 hereto, there shall not be any Liens or other encumbrances attached to such Equipment, as provided for in Section 14 hereof.

Section 10. PERSONAL PROPERTY. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's cost and expense, furnish a landlord or mortgagee waiver with respect to the Equipment from any party having (or claiming to have) an interest in any such real estate or building.

Section 11. USE AND REPAIRS. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly or for a purpose or in a manner contrary to that contemplated by this Agreement or the Manufacturer. Lessee shall comply with all laws, ordinances, insurance policies and regulations relating to, any applicable prevailing industry standards and Manufacturer's specifications for, and will pay all cost, claims, damages, fees and charges arising out of, its possession, use or maintenance of the Equipment. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession, and use of the Equipment. At Lessee's cost and expense, Lessee shall maintain the Equipment in good repair and working order, and shall promptly provide all parts, upgrades, modifications, environments and software required or recommended now and hereafter by the Manufacturer. Lessor shall have no responsibility to, and Lessee will, at its expense and expeditiously, keep the Equipment in good repair, and in a condition suitable for certification by the Manufacturer thereof (if certification is available), and furnish all parts, mechanisms and devices required therefor, which must be free and clear of all Liens (other than Liens in favor of Lessor) and of a value and utility at least equal to the parts being replaced (assuming that such replaced

parts and accessories were otherwise in good working order and repair), and which shall be deemed to be incorporated immediately into and to constitute an integral portion of the Equipment and, as such, shall be subject to the terms of this Agreement. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor. Lessee shall not use any item of Equipment to haul, convey, store, treat, transport or dispose of any "hazardous substances" or "hazardous waste" as such terms are defined in any the Environmental Laws. Lessee agrees that if Lessee is required to deliver any item of Equipment to Lessor or its agent, the Equipment shall be delivered free of any substances which are regulated by or form a basis for liability under any Environmental Law. Lessee shall comply with all licenses and copyright requirements of any software used in connection with the Equipment.

Section 12. ALTERATIONS. Without the prior written consent of Lessor, Lessee shall not make any other modifications, additions or improvements to the Equipment unless such modifications are Permitted Modifications or are required by applicable law or Manufacturer requirements. Lessee also grants Lessor a right of first refusal as to the lease of any Permitted Modifications. If requested by Lessor, Lessee shall remove all Permitted Modifications upon return of the Equipment without damage to the Equipment and so as to cause the Equipment to comply with all applicable laws and with all Manufacturer requirements then in effect. All Permitted Modifications and any other accessories attached to the Equipment not so removed upon return of the Equipment shall be deemed the sole property of Lessor.

Section 13. LOCATION AND INSPECTION. The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere at all reasonable times to inspect the Equipment or observe its use and operation, and Lessor and its agents shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder. **Notwithstanding its designation as Lessor, during the applicable Lease Term, equitable title to the Equipment is vested with Lessee along with beneficial enjoyment, possession, and use of the Equipment, all subject to Lessor's rights set forth in this Agreement (including, without limitation, Section 5 hereof), and Lessor is merely financing the acquisition thereof for Lessee. Lessor does not operate, control or have possession of the Equipment and has no control over Lessee or Lessee's operation, use, storage or maintenance of the Equipment.**

Section 14. LIENS AND TAXES. At its expense, Lessee shall keep the Equipment free and clear of all Liens except those created under this Agreement. Lessee shall reimburse Lessor for any expenses incurred by Lessor to discharge or remove any Lien. The parties hereto contemplate that the Equipment, the Leases and the Lease Payments will be exempt from all Taxes presently assessed and levied with respect thereto. In the event that any Equipment, or its ownership, leasing, rental, sale, purchase, possession or use, or any Lease, or any Lease Payments or any other payments due under any Lease is found to be subject to taxation in any form, Lessee shall pay when due, all such Taxes which may now or hereafter be imposed or assessed, provided that with respect to special assessments or governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Lease Term as and when the same become due. Notwithstanding this obligation, Lessee shall not be required to pay Taxes on or measured by the income of Lessor, its successors or assigns, unless such Tax is made in lieu of or as a substitute for any Tax which is an obligation of Lessee under this Section 14. If Lessee fails to pay any such Taxes when due, Lessor shall have the right, but shall not be obligated, to pay said Taxes, and should Lessor choose to exercise this right, Lessee shall reimburse Lessor in the amount of such Taxes paid by Lessor, plus interest at the Default Interest Rate.

Section 15. RISK OF LOSS.

15.1 Lessee hereby assumes the entire risk of loss and damage to the Equipment from every cause whatsoever (notwithstanding the existence of any insurance on the Equipment in favor of Lessor) and no loss of or damage to any Equipment shall relieve Lessee from the obligation to make any Lease Payments or to perform any other obligation under any Lease. If any unit of Equipment is damaged, Lessee shall place such Equipment in good repair and working order to the satisfaction of Lessor. If Lessor, in its sole discretion, determines that an Event of Loss has occurred, then Lessee shall (at Lessor's option): (a) at Lessee's expense, replace the same with equipment in good repair, having substantially similar specifications, and of equal or greater value to the Equipment immediately prior to the Event of Loss, such replacement Equipment to be subject to Lessor's approval, whereupon the replacement Equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (b) on the next Lease Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under such Lease, including the Lease Payment due on such date; and (ii) an amount equal to the applicable Concluding Payment set forth in the related Schedule. In the event Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and Concluding Payment to be made by Lessee with respect to the Equipment which has suffered the Event of Loss. If, prior to the termination of the Lease Term, permanent or temporary use of any part of the Equipment shall be taken under the exercise of the power of eminent domain, Lessee shall cause the net proceeds of any condemnation award to be applied (at

Lessor's option) toward: (A) the replacement, restoration or repair of such Equipment; or (B) satisfaction of Lessee's obligations under clause (b) of the immediately preceding sentence. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, or replacement of such Equipment, then Lessee shall complete the work and pay any costs in excess of the amount of the Net Proceeds, and Lessee shall not be entitled to any reimbursements from Lessor nor any diminution of the Lease Payments.

15.2 To the extent not prohibited by State law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use, or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee's obligations under this Subsection 15.2 shall survive the expiration, cancellation, or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

Section 16. INSURANCE.

16.1 Lessee shall maintain at all times on the Equipment, at Lessee's expense, property damage and physical damage insurance on the Equipment in such amounts, against such risk and by such insurers as shall be satisfactory to Lessor, or with Lessor's prior written consent, may be self-insured against any or all such risks. Property or physical damage insurance shall be "comprehensive" or "all risk" coverage. In no event will the insurance limits be less than the greater of the Concluding Payment of the Lease or the Fair Market Value of the Equipment at all times, and valuation of loss must be on a replacement cost basis. Proceeds of any such property damage and physical damage insurance relating to damage to or loss of any Equipment shall be payable to Lessor as loss payee.

16.2 Lessee shall maintain at all times, at Lessee's expense, public liability insurance coverage, providing coverage for Lessor as an additional insured, and third party property damage insurance coverage, providing coverage for Lessor as a loss payee, and such other insurance coverage as Lessor shall require protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment in such amounts, against such risk and by such insurers as shall be satisfactory to Lessor. Proceeds of any such public liability or property insurance shall be payable first to claims made against Lessor as an additional insured or loss payee, as the case may be, to the extent of its liability, and then to claims made against Lessee. If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided.

16.3 Each insurance policy: (a) shall name Lessee as a named insured and Lessor or its assignee as an "additional insured" (with respect to liability coverage) and "loss payee" (with respect to property or casualty coverage) without regard to any breach of warranty or other act or omission of Lessee, (b) with respect to insurance required by Subsection 16.1 above, shall include a lender's loss payable endorsement for the benefit of Lessor, (c) shall contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof, and (d) shall not be subject to any co-insurance clause. In addition, any such insurance shall not have a deductible amount in excess of \$25,000 or other policy limitation unsatisfactory to Lessor without Lessor's express written consent, and the insurance shall be primary without a right of contribution from insurance which may be maintained by Lessor. An insurance company qualified to do business in the State with no less than a B+ Key Rating from A.M. Best shall provide such insurance. The proceeds of any such policies will be payable to Lessee and Lessor or its assignee as their interests may appear. Prior to delivery of the Equipment and each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance, or the renewal or replacement thereof. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to evidence such effort. Lessee hereby irrevocably appoints Lessor as Lessee's attorney in fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy, and to determine the application of any insurance proceeds. Within five (5) days of any damage to, or loss of, the Equipment, or any personal injury caused by the Equipment, Lessee shall give written notice to Lessor, Lessee shall make available to Lessor all information and documentation relating thereto, and Lessee shall have the duty to make all proofs of loss and take all other steps necessary to collect any amount under the above mentioned policies. In the event that Lessee fails to procure insurance as required herein, Lessor may obtain insurance at its own expense, with such amount to be reimbursed by Lessee. If Lessee fails to pay any amount when due, such amount shall accrue interest until paid at the Default Interest Rate. If the Equipment is to be subleased or used by others (subject to Lessor's prior written approval), a special insurance endorsement may be required to permit such use.

Section 17. PREPAYMENT.

17.1 "Lease Year" as used below shall be calculated from anniversary date to anniversary date of the applicable Schedule, beginning with the Lease Commencement Date. For example, "Lease Year 1" represents the time from the Lease Commencement Date

to a date that is one-year later. Lessee may not voluntarily prepay the entire principal portion and accrued interest relating to any Schedule unless: (a) Lessor has received at least ninety (90) days prior written notice of a specific prepayment date ("Prepayment Date"); (b) the prepayment is made only on a date where a Lease Payment is regularly scheduled and due on the Schedule; (c) Lessee is prepaying the full remaining principal balance of the Schedule plus all accrued and unpaid interest to such Prepayment Date and all other amounts then due and payable under the affected Lease; (d) no Event of Default then currently exists under this Agreement, any Schedule or other related lease documents; and (e) Lessee is paying to Lessor along with such prepayment a prepayment premium fee equal to a percentage of the remaining principal balance of the Schedule ("Prepayment Premium") as follows:

| Lease Year(s) | Percentage |
|------------------|------------|
| 1 | 3% |
| 2 | 2% |
| 3 and thereafter | 1% |

17.2 The Prepayment Premium is assessed as a liquidated damage fee and as compensation for breakage costs, the costs of making funds available to Lessee, internal costs and losses and the like and not as a penalty. Any Prepayment Premiums assessed hereunder shall be included in the obligations or indebtedness, as applicable, under the other related Lease documents. Lessee acknowledges and agrees that any involuntary prepayment under this Agreement, whether due to acceleration or otherwise, shall be subject to the applicable Prepayment Premium assessed hereunder.

17.3 Upon the payment in whole of the principal amount of, and all accrued interest due under, a Lease by Lessee, plus the satisfaction by Lessee of all of the prepayment conditions listed herein, the Lease with respect to the such Equipment shall terminate, and Lessee shall be entitled to such Equipment, "AS-IS," "WHERE-IS," WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that such Equipment shall not be subject to any Lien created by or arising through Lessor.

17.4 In the event that Lessor exercises its right pursuant to Section 20(a) this Agreement to declare the amount stated therein to be immediately due and payable, then, in addition to all of the other rights and remedies available to Lessor under this Agreement, Lessee shall be immediately obligated to pay to Lessor the Prepayment Premium with respect to the entire unpaid principal balance of such Lease. For purposes of computing the Prepayment Premium which is due following such a declaration, the "Prepayment Date" shall be the date of such declaration or another date selected by Lessor, in its discretion, which is after the date of such declaration.

17.5 In the event of any involuntary prepayment, other than an involuntary prepayment governed by Subsection 17.4 above, Lessee shall be obligated to pay to Lessor, simultaneously with such involuntary prepayment, (a) the interest on the amount so prepaid accrued through and including the Prepayment Date and (b) a Prepayment Premium in the amount determined pursuant to this Agreement. For purposes of computing the Prepayment Premium with respect to prepayments made pursuant to this Subsection 17.5, the Prepayment Date shall be the date on which such involuntary prepayment is actually received by Lessor. Unless Lessor otherwise agrees in writing, partial prepayments of principal under this Subsection 17.5 shall be credited to the principal portion of Lease Payments in the inverse order of maturity and shall not postpone the due dates of the Lease Payments under any Lease.

Section 18. ASSIGNMENT.

18.1 Without Lessor's prior written consent, Lessee will not either (a) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement, any Lease hereunder, the Equipment or any interest herein or therein, or (b) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessee's interest herein or any Lease may not be assigned or transferred by operation of law.

18.2 Lessor may assign, without the consent of Lessee, any or all of Lessor's rights, title or interest in and to this Agreement or any Lease hereunder, the Equipment and any other documents executed with respect thereto and/or grant or assign a security interest in this Agreement, any Lease hereunder, and the Equipment, in whole or in part, and in the case where there are multiple Leases hereunder, Lessor may assign its rights thereunder to different assigns. Any such assigns (each an "Assignee") shall have all of the rights of Lessor under each Lease it owns. By accepting an assignment of a Lease, each Assignee of a Lease shall be bound by the following provisions: (a) the secured obligations described in Section 9 hereof shall include and apply only to the obligations of Lessee under the Assigned Leases (as defined below) and shall exclude the obligations of Lessee under any Non-Assigned Leases (as defined below); (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Lease or any Equipment covered by any Non-Assigned Lease; and (c) said Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 19 of this Agreement) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to a single Assignee pursuant to a written agreement; and "Non-

Assigned Leases” means all Leases excluding the Assigned Leases. No such assignment (except an assignment to an affiliate of Lessor or to an entity whose common stock is directly or indirectly one hundred percent (100%) owned by Lessor’s parent or indirect parent (each an “Affiliate”) so long as Lessor continues to bill and collect Lease Payments) shall be effective unless and until Lessee shall have received a written notice disclosing the name and address of each such Assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in this Agreement or any Lease hereunder, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect; and provided, further, to the extent that State law requires the written approval and/or authorization of Lessee in order to effectuate the issuance, sale, assignment, or transfer of fractionalized interests in a Lease (whether in whole or in part), then such written approval and/or authorization shall be obtained in accordance with State law. After the giving of notice of any such assignment to Lessee, Lessee shall thereafter make all payments in accordance with the notice to the Assignee named therein. No further action will be required by Lessor or by Lessee to evidence the assignment; however, Lessee shall, if so requested, acknowledge any such assignment in writing, but such acknowledgement shall in no way be deemed necessary to make the assignment effective. DURING THE LEASE TERM OF EACH LEASE, LESSEE SHALL KEEP A COMPLETE AND ACCURATE RECORD OF ALL SUCH ASSIGNMENTS IN FORM NECESSARY TO COMPLY WITH SECTION 149(a) OF THE CODE, AND THE REGULATIONS, PROPOSED, EXISTING, OR FROM TIME TO TIME PROMULGATED THEREUNDER; however, in the event Lessor assigns its interest in a Lease to an Affiliate, Lessor shall maintain a record of such assignment for the benefit of Lessee. Subject to the foregoing, this Agreement and any Lease hereunder inure to the benefit of and are binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Section 19. EVENT OF DEFAULT. The term “Event of Default” as used herein, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Lease Payment or any other payment (other than by reason of Non-Appropriation Event or a Non-Renewal Event) required to be paid when due, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder or an Escrow Agreement (if applicable) and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Agreement or in any writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, fails to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental functions, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee, or of all or a substantial portion of its assets, the entry by Lessee into an agreement of composition with creditors, the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee, or a petition for relief is filed by or against Lessee under federal bankruptcy, insolvency or similar laws and is not dismissed within thirty (30) days thereafter, (e) any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement, or (f) an order, judgment, or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval, or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 20. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its sole option, exercise any one or more of the following remedies: (a) with or without terminating any Lease, and upon written notice to Lessee, declare an amount equal to all amounts then currently due under any and all Leases owned by it and all remaining Lease Payments due under all or any of such Leases during the Fiscal Year in effect when the Event of Default occurs together with interest on such amounts at the Default Interest Rate from the date of Lessor’s demand for such payment to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) with or without terminating any Lease, and upon written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee’s expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, and/or enter upon the premises where the Equipment is located, disable the Equipment subject to all Leases owned by it to prevent further use thereof by Lessee, and take immediate possession of and remove the same; (c) sell, lease or otherwise dispose of any Equipment under all or any of the Leases, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that if the Net Proceeds of the disposition of all the Equipment exceeds the applicable Concluding Payments of all the Schedules plus the amounts payable by Lessee under clauses (a) and (d) of this Section 20 plus any sales or transfer Taxes, then such excess amount shall be remitted by Lessor to Lessee; (d) demand payment of (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor’s actions under this Section 20, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning, or disposition of any Equipment; and (e) exercise any other right, remedy or privilege which may be available to it under applicable laws of the State or any other applicable law or proceed by appropriate court action to enforce the terms of, recover damages for the breach of, or to rescind, a Lease as to any or all of the Equipment. Lessee hereby expressly waives any damages occasioned by Lessor’s

repossession of the Equipment, and Lessee will remain liable for covenants and indemnities under this Agreement and any Leases hereunder. No remedy conferred upon or reserved to Lessor by this Section is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor.

Section 21. REPRESENTATIONS, COVENANTS AND WARRANTIES. At the time of Lessee's execution and delivery of a Schedule and related Lease documents, Lessee represents, covenants and warrants as follows, for the benefit of Lessor (all such representations and warranties being continuing in nature and surviving the termination of any Lease): (a) Lessee is an instrumentality, duly organized and existing under the constitution and laws of the State; (b) Lessee has the requisite power and authority, including authority under the constitution and laws of the State, to purchase the Equipment, to execute and deliver this Agreement and each Lease, to enter into the transactions contemplated hereby and thereby, and to perform its obligations under this Agreement and each Lease; (c) this Agreement, each Lease and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, such action approving this Agreement and each Lease and authorizing their execution has not been altered or rescinded, the legislative authorization approving the execution of this Agreement and each Lease continues to be in full force and effect at the time of authorization; (d) all requirements have been met and procedures have occurred to ensure the enforceability of this Agreement and each Lease against Lessee (including, without limitation, the execution of this Agreement and each Lease by authorized officials), and this Agreement and each Lease are valid and binding obligations of Lessee enforceable in accordance with their terms; (e) neither Lessee nor any person acting on its behalf has directly or indirectly offered, sold, solicited any offers to buy, or otherwise approached or negotiated with any person regarding the offer, sale or other disposition of any interest in the Equipment, or any indebtedness secured by the Equipment, so as to require registration in accordance with the provisions of Federal or state securities laws, and neither Lessee nor any person acting on its behalf will take any such action in the future; (f) there is no proceeding pending or threatened in any court or before an governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by this Agreement or any Lease hereunder, the security interest of Lessor or its assigns, as the case may be, in the Equipment, or the exclusion of interest from gross income for federal tax purposes under the Code; (g) this Agreement and each Lease are in accordance with and do not violate the usury laws of the State; (h) no event or condition that constitutes, or with the giving of notice or the lapse of time would constitute, an Event of Default exists at this time; (i) all insurance required in accordance with this Agreement is currently maintained by Lessee; (j) Lessee owns [or leases], and will continue to maintain, the real estate and facilities where the Equipment will be located free and clear of any Liens during the Lease Term; (k) this Agreement and each Lease, are based on facts and circumstances in existence as of the effective date of each; and (l) the Equipment is personal property and neither real property nor a fixture.

Section 22. NOTICES. All notices, certificates, or other communications to be given under this Agreement shall be made in writing and mailed by certified mail, return receipt requested, and postage fully prepaid, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time, and shall be sufficiently given and shall be deemed given when delivered in the manner designated herein.

Section 23. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement.

Section 24. GOVERNING LAW. This Agreement and each Lease shall be construed in accordance with, and governed by the laws of the State.

Section 25. DELIVERY OF RELATED DOCUMENTS. Lessor and Lessee will execute or provide, as requested by either party, such other documents and information as are reasonably necessary with respect to the transactions contemplated by this Agreement or any Lease. Lessee will furnish Lessor (a) annual financial statements of Lessee within thirty (30) days after such annual financial statements are released by Lessee, and (b) at the request of Lessor from time to time, such other financial information about Lessee as may be then publicly available.

Section 26. ENTIRE AGREEMENT, WAIVER AND COUNTERPARTS. This Agreement and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties hereto with respect to the lease of the Equipment, supersede all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied, and shall be modified, amended, altered, or changed only by written documents duly authorized, executed and delivered by Lessor and Lessee. Any provision of this Agreement or any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating any other provision hereof. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the

same instrument, provided that only the original of each Schedule and Acceptance Certificate marked "Original - Chattel Paper" on the execution page thereof shall constitute chattel paper under the Uniform Commercial Code.

Section 27. USURY. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary, in no event shall this Agreement or any Lease hereunder require the payment or permit the collection of any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. Any such excess shall first be applied to reduce the principal portion of the Lease Payments, and when no principal portion of the Lease Payments remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the Lease Term so that the interest is uniform through such term.

Section 28. LESSEE'S PERFORMANCE. Time is of the essence, and Lessor's failure at any time to require strict performance by Lessee of any of Lessee's obligations shall not waive or diminish Lessor's rights thereafter to demand strict compliance by Lessee.

Section 29. THIRD PARTY BENEFICIARIES. Nothing herein shall be construed or interpreted to give any person other than Lessee and Lessor any legal or equitable right, remedy or claim under or in respect of this Agreement or any Lease, and Lessor and Lessee agree that no Manufacturer is a third party beneficiary of this Agreement, and there are no third party beneficiaries of this Agreement.

Section 30. APPROPRIATION NECESSARY FOR PECUNIARY OBLIGATIONS. If and to the extent that any provision of a Lease imposes any pecuniary obligation on Lessee, other than the obligation to pay Lease Payments due during the current fiscal year from money duly appropriated for that purpose and certified as available or in the process of collection by Lessee's fiscal officer, that pecuniary obligation is subject to the appropriation of sufficient funds for that purpose by Lessee's governing body and the certification by Lessee's fiscal officer that those funds are available or in the process of collection.

Section 31. OFAC PATRIOT ACT NOTICE. Lessee shall (a) ensure that no person who owns a controlling interest in or otherwise controls Lessee is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, that prohibits or limits Lessor from making any advance or extension of credit to Lessee or from otherwise conducting business with Lessee and (b) ensure that the proceeds resulting from any Lease shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto. Further, Lessee shall comply with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended. Lessor hereby notifies Lessee that pursuant to the requirements of the Patriot Act it, or its agent, is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act. Lessee hereby agrees that it shall promptly provide such information upon request by the Lessor.

Section 32. NO ADVISORY OR FIDUCIARY RELATIONSHIP. In connection with all aspects of the transaction contemplated hereby (including in connection with any amendment, waiver, or other modification hereof), Lessee acknowledges and agrees, that: (a) (i) the services regarding this Agreement provided by Lessor and any affiliate thereof are arm's-length commercial transactions between Lessee, on the one hand, and Lessor and its affiliates, on the other hand, (ii) Lessee has consulted its own legal, accounting, regulatory, and tax advisors to the extent it has deemed appropriate, and (iii) Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other related documents, including any Escrow Agreement; (b) (i) Lessor and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for Lessee, or any other person and (ii) neither Lessor nor any of its affiliates has any obligation to Lessee with respect to the transactions contemplated hereby except those obligations expressly set forth herein; and (c) Lessor and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of Lessee, and neither Lessor nor any of its affiliates has any obligation to disclose any of such interests to Lessee. To the fullest extent permitted by law, Lessee hereby waives and releases any claims that it may have against Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

Section 33. ELECTRONIC TRANSACTIONS. The parties to this Agreement agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

Section 34. FURTHER ASSURANCES. The parties hereto further covenant and agree to do, execute and deliver, or cause to be done, executed and delivered, and covenant and agree to use their best efforts to cause their successors and assigns to do, execute, and deliver, or cause to be done, executed, and delivered, all such further acts, transfers and assurances, in order to provide for the

implementation of the intention of the parties under this Agreement, as the parties and their successors and assigns reasonably shall request.

Section 35. WAIVER OF RIGHT TO TRIAL BY JURY. LESSEE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF LESSEE OR LESSOR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

Section 36. MISCELLANEOUS. Lessee represents that no Equipment will be kept at a location that is not owner occupied by Lessee. To the extent that any Equipment will be kept at a location where Lessee will be entering into a real property lease, or a loan secured by a mortgage or deed of trust, Lessee agrees (i) to give Lessor at least 30 days prior written notice of same, and (ii) to obtain for Lessor, prior to entering into such real property lease or loan, a waiver of interest (in a form reasonably acceptable to Lessor) from the prospective real property lessor or lender, in and to any Equipment to be kept at the location.

Notwithstanding the existence of any insurance in favor of Lessor and except as prohibited by law, Lessee shall promptly defend, indemnify and save Lessor harmless from and against: (a) any and all loss of or damage to the Equipment; and (b) any claim, action, demand, proceeding, or liability for any damage, loss, injury, cost or expense (including reasonable attorney's fees) which Lessor may be subject to relating to, or arising out of, the Lease or Equipment. Notwithstanding the foregoing, Lessee shall not be obligated to indemnify Lessor for any Indemnity Claim to the extent actually and proximately caused by the willful misconduct of Lessor.

[The next page is the signature page of this Master Lease Agreement.]

Fiscal Year Commencement Date: January 1st
Fiscal Year End Date: December 31st

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its name by its duly authorized officer.

LESSOR:
HUNTINGTON PUBLIC CAPITAL CORPORATION

LESSEE:
CITY OF OLMSTED FALLS

By: _____

By: _____

Title: _____

Title: _____

Date Signed: April _____, 2023

Date Signed: April _____, 2023

Mailing Address:
HUNTINGTON PUBLIC CAPITAL CORPORATION
c/o The Huntington National Bank,
Equipment Finance
525 Vine Street, 14th Floor
Cincinnati, Ohio 45202

Mailing Address:
CITY OF OLMSTED FALLS
26100 Bagley Road
Olmsted Falls, OH 44138

