



EXHIBIT "A"

MASTER LEASE AGREEMENT

This "Master Lease": Master Lease Agreement Number 713107L Dated January 24, 2017	
"Lessee": City of Round Rock, 221 E Main St, Round Rock, TX 78664	
Fax: (512) 218-5442	E-mail: rbowden@roundrocktexas.gov
"Lessor": TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	
Fax: 319-833-4577	E-mail: customerservice@financediv.com

Terms and Conditions -- READ CAREFULLY BEFORE SIGNING

TCF Equipment Finance, a division of TCF National Bank ("Lessor") and Lessee hereby enter into this Master Lease to establish the terms and conditions that will govern Equipment purchases and Equipment Schedules (each a "Schedule") that Lessor may finance for Lessee. Each Schedule shall be considered a separate lease pursuant to the terms of this Master Lease. The term "Lease" as used herein shall mean a Schedule incorporating therein the terms and conditions set forth in this Master Lease. In the event of a conflict between the terms of any Schedule and the terms of this Master Lease, the terms of the Schedule shall control. The Equipment, payment terms, and other pertinent information will be set forth in each Schedule. Lessee understands that among other factors, its current ownership forms part of the basis for extending credit under this Master Lease. Lessee agrees to immediately advise Lessor if there is any adverse change in Lessee's financial condition during the term of this Master Lease. Capitalized terms have the meaning given to them in this Master Lease or in a Schedule.

1. **LEASE:** These Terms and Conditions apply to all Leases entered into between Lessor and Lessee. Each Lease will cover the equipment, fixtures, inventory, goods and software, as such terms are defined under the Uniform Commercial Code ("UCC"), described in the applicable Schedule, together with all replacements, replacement parts, repairs, returns, substitutions, additions, accessories, and accessions incorporated therein or attached thereto (collectively, the "Equipment"). The parties intend each Lease that is in substance a lease to be a "finance lease" under Article 2A of the UCC. Pursuant to Article 2A, Lessee is entitled to the promises and warranties, including those of any third party, provided to Lessor by the Equipment supplier. Lessee may communicate with the supplier of the Equipment and receive an accurate and complete statement of said promises and warranties, including any disclaimers and limitations of them or of remedies.

2. **PAYMENTS:** Lessee agrees to pay Lessor rental payments during the initial Lease term as specified in the applicable Schedule. Unless otherwise noted in a Schedule, the initial term rental payments are due monthly, beginning the date designated by Lessor, and continuing on the same day of each month thereafter for the number of months shown in the Schedule. Lessee shall also pay a partial/interim payment in the amount equal to 1/30 of the monthly rental payment for each day between the dates Lessee accepts the first item of Equipment under a Lease until the due date of Lessee's first Lease rental payment, payable on such rental payment date. Security deposits are refundable provided all Lessee's obligations under a Lease have been fulfilled. Security deposits may be commingled with payments and do not earn interest. Lessee understands that the rental payment shown on a Lease is based on an estimate of the Total Cost (as such amount is stated on any applicable Schedule) Lessor must pay for the Equipment, including but not limited to any delivery and installation charges. Lessee agrees that Lessor may adjust the periodic rental payment under a Lease up to 10% to reflect any additional costs incurred by entering into a Lease. Lessor agrees to provide Lessee written notice detailing any such additional costs. Lessee agrees to pay Lessor a surcharge of up to \$30 or the maximum allowed under Minnesota law for any dishonored payment.

3. **DISCLAIMER OF WARRANTIES:** THE EQUIPMENT IS BEING LEASED IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT. LESSEE HAS SELECTED THE EQUIPMENT BASED UPON ITS OWN JUDGMENT AND ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION, PERFORMANCE, OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, OR OTHERWISE.

4. **NO AGENCY:** Lessee understands and agrees that neither the manufacturer nor supplier of the Equipment, nor any sales representative or other agent of manufacturer or supplier, nor any broker or other person have authority to act on behalf of the Lessor unless expressly set forth in this Master Lease.

5. **TAXES:** Lessee agrees to comply with all laws, regulations, and orders relating to each Lease, this Master Lease, and the Equipment. Lessee agrees to pay all taxes, fees, and governmental charges related to this Master Lease, a Lease, or the Equipment, which may now or hereafter be imposed. If Lessor pays any of the above for Lessee, Lessee agrees to reimburse Lessor on demand, plus interest, at a rate of up to 18% per annum, but in no event more than the maximum rate permitted by law. Lessor shall not be obligated to contest any valuation of or tax imposed on the Equipment, this Master Lease, or a Lease. At Lessor's option, Lessor may reasonably estimate personal property taxes that will be assessed against the Equipment during each succeeding tax year. Lessee agrees to remit to Lessor such estimates when billed. Any such amounts remitted to Lessor shall be credited by Lessor against Lessee's obligations under this paragraph. Lessee will remain obligated in the event such amounts are insufficient to fully pay the amount of any tax actually assessed. At Lessor's sole discretion, any surplus will be either credited to Lessee's other obligations or returned to Lessee, if requested. Lessee agrees to timely file on Lessor's behalf, all requested tax returns and reports concerning the Equipment in form satisfactory to Lessor, with all appropriate governmental agencies and to mail concurrently a copy to Lessor a copy of the same. The obligations arising under this paragraph shall survive payment of all other obligations herein and the cancellation or termination of this Master Lease and/or a Lease.

6. **USE; INSPECTION:** Lessee agrees that the Equipment will be used lawfully and for business purposes only and that it will be operated in accordance with applicable manufacturer's instructions. Lessee shall maintain the Equipment in good repair and working order, at Lessee's sole expense. Lessor shall have the right during normal business hours to enter upon Lessee's premises for the purpose of confirming the condition and proper maintenance of the Equipment. The Equipment shall be and remain based at the location noted on the applicable Schedule, but may be temporarily relocated elsewhere in the ordinary course of Lessee's business. At Lessee's own cost and expense, Lessee will keep the Equipment eligible for any manufacturers' certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. Lessee will not make any alterations, additions or replacement to the Equipment without Lessor's prior written consent. All alterations additions and replacement will become part of the Equipment and Lessor's property at no cost or expense to Lessor. Unless Lessee purchases the Equipment in accordance with a Lease, at the end of a Lease, Lessee must immediately deliver the Equipment to Lessor in as good condition as when Lessee received it, except for ordinary wear and tear, to any place in the United States that Lessor designates. In addition, Lessee agrees that the Equipment being returned must meet

the Standard Equipment Return Conditions as defined in this Master Lease. Lessee must pay all expenses of de-installing, crating, shipping, and Lessee will insure the Equipment for its full replacement value during shipping.

7. EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY):

At the end of the initial rent payment period, Lessee shall remit to Lessor \$5.00 per hour on each item of Equipment that has hourly use in excess of the maximum hours per year indicated on the applicable Schedule. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of an item of Equipment shall be determined by the hour meter attached to said item of Equipment, provide that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of the Equipment during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment.

8. STANDARD EQUIPMENT RETURN CONDITIONS: A. Notwithstanding anything to the contrary in this Master Lease or a Lease, and in addition to the terms and conditions contained herein, Lessee shall, at Lessee's sole cost and expense, return all, (not part) of such Equipment to Lessor's designee immediately upon expiration of the initial Lease term and with respect to each item of Equipment, as applicable, the following must be true: *All safety equipment must be in place and meet applicable federal, state and other governmental standards. *All covers and guards must be in place with no sheet metal, plastic or cowlage damage. *All parts, pieces, components and optional equipment must be present, installed and operational. *All accessories shall be returned in proper order. *All motors shall operate smoothly without overheating and shall have good bearings and bushings. *All electronic controls shall operate per manufacturers' specifications. Controls which bypass normal operations shall be repaired at Lessee's expense. *All electrical systems shall be able to provide electrical output as specified by the manufacturer. *All batteries shall be in good, safe operating condition with no dead cells or cracked cases. Batteries shall hold a charge and provide adequate power to operate the Equipment. *All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches. *All oil and grease seals must contain lubrication in the manufacturer's designed reservoir. *All Equipment must have a relatively clean appearance. *All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals. *All Equipment shall be free from structural damage or bent frames. *Any usage or metering devices must not have been altered in any way. *All Equipment attachments, if any, must be in good operating condition. *All hydraulic cylinders must not be bent, nicked, gouged or leaking. *If the Equipment is an electric golf car, then in addition to the other Standard Equipment Return Conditions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. B. **Return Performance:** Each item of Equipment must be able to complete the following tests: *Operate normally in forward and reverse directions through all its speed ranges or gears. *Steer normally right and left in both forward and reverse. *Have all functions and controls work in a normal manner. *Be able to stop with its service brakes in a safe distance in both forward and reverse. *Operate without leaking any fluids. *Perform its designed functions in a satisfactory manner. *All cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. C. **Required Purchase:** If any item of Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Master Lease and/or a Lease with regard to any item of Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such item of Equipment. The "Stipulated Loss Value" for particular Equipment shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Equipment as of the date of payment of the Stipulated Loss Value, plus (ii) all future payments under the Lease with respect to such Equipment, plus (iii) the greater of (A) the then estimated FMV (as hereafter defined) of such Equipment as of the end of the initial Lease term for such Equipment (assuming no loss or damage), or (B) the estimated residual value of such Equipment at the end of the initial Lease term, as set forth in Lessor's books and records. Return Condition Standards applicable when the Equipment is Golf Cars. The Return Condition Standards for golf cars are as follows: (a) Equipment must start, stop, and turn properly; (b) Mechanically, all Equipment must be in operable condition upon return and capable of being driven onto a transporter; (c) Cosmetically, all Equipment and component parts are to be returned operable and complete according to the original state, reasonable wear and tear expected; (d) All equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; (e) All gauges will be operative and all fluid levels to manufacturer's specifications; and, (f) if the Equipment is an electric golf car, then in addition to the other Return Condition Standards: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and, (iii) each golf car must include operable battery chargers. Any missing Equipment and parts or damage to the Equipment will result in a separate billing at replacement cost or fair market value.

9. EVENTS OF DEFAULT: Any of the following constitute default under a Lease: (1) Lessee fails to pay any sum due Lessor under such Lease; (2) Lessee fails to observe or perform any term or condition of this Master Lease or such Lease; (3) Lessee encumbers or disposes of the Equipment subject to such Lease without Lessor's written consent; (4) The filing by or against Lessee, any guarantor of Lessee's obligations to Lessor ("Guarantor") of a petition under the Bankruptcy Code or any other insolvency law; (5) The voluntary or involuntary commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Lessee's or a Guarantor's affairs, or Lessee or a Guarantor, if applicable, ceases doing business as a going concern; (6) Any representation or warranty made by Lessee or a Guarantor in connection with this Master Lease or such Lease proves to have been materially misleading; (7) Lessee or any Guarantor consolidates with, merges into or transfers all or substantially all its assets to another entity or individual; (8) Lessee is in default under any other Lease, contract or agreement with Lessor; or (9) any Guarantor repudiates or attempts to revoke any guaranty of Lessee's obligations to Lessor.

10. REMEDIES: Upon an occurrence of default under a Lease, Lessor may exercise one or more of the following remedies: (1) Declare due, sue for, and receive from Lessee the sum of all payments and other amounts then due and owing under this the Lease, plus (a) the present value of the sum of payments for the unexpired term of the Lease, discounted at the rate of 3% per annum, and (b) the anticipated value of the Equipment at the end of the initial payment term or applicable renewal term of the Lease, as set forth in Lessor's books and records (but in no event less than 15% of the Total Cost (as such amount is stated on any applicable Schedule)), or (c) at Lessor's sole option, in lieu of (a) and/or (b) above, the accelerated balance of payments for the unexpired term of the Lease; (2) Accelerate the payments of any other agreement or Lease between Lessee and Lessor in the same manner as set forth in clause (1) above; (3) Require Lessee to return the Equipment at its own expense to any reasonable location Lessor designates; (4) Cancel or terminate the Lease or any other Lease or agreement between Lessee and Lessor; (5) Charge and collect from Lessee all other amounts due and owing under this Master Lease; (6) Charge Lessee interest on all monies due hereunder from and after the date of default at the rate of 18% per annum, compounded monthly until paid in full, but in no event more than the maximum rate permitted by law; (7) Charge Lessee (A) an administrative fee to offset collection expenses on any delinquent payment, of \$25.00 or an amount of up to 10% of the payment amount that is past due, whichever is greater, but in no event more than allowed by applicable law, and (B) the fees and expenses of any collection agency or attorneys employed by Lessor to collect said payments. In addition, Lessor may use any other remedies available to it under applicable law.

These remedies will be applied, to the extent allowed by law, cumulatively. No delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of a Lease. A waiver of default shall not be construed as a waiver of any other or subsequent default. In addition to all of its other rights and remedies Lessee agrees to pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising or

attempting to exercise any of its rights or remedies. If a Lease is deemed to create a security interest, remedies will include those available under Article 9 of the UCC.

11. LOSS OR DAMAGE: Lessee shall bear all risk of loss associated with an item of Equipment, including the theft, destruction, or damage. No such loss shall relieve Lessee from any of its obligations under this the applicable Lease. In the event of any loss with respect to any particular Equipment, Lessee shall, at Lessor's option: (a) place such Equipment in good repair, condition and working order, or: (b) replace such Equipment with like equipment (of the same year, make, model and accessories) in good repair, condition and working order, or (c) pay to Lessor the Stipulated Loss Value of such Equipment.

12. INSURANCE: Lessee shall keep in effect an "all risk" extended coverage property insurance policy covering the Equipment for an amount not less than its replacement cost. In addition, Lessee must carry comprehensive general liability (property damage and bodily injury) insurance. Such policies shall be in form, amount, and with insurers acceptable to Lessor. The property insurance policy shall name Lessor as loss payee thereof as Lessor's interests may appear, and the general liability policy shall name Lessor as an additional insured. Each policy shall provide for no less than thirty (30) days' prior written notice of cancellation or non-renewal to Lessor and that such policy shall not be invalidated as against Lessor for the violation of any term of the policy by Lessee. Lessee shall furnish to Lessor evidence satisfactory that such insurance coverage is in effect, provided, however, that Lessor shall be under no duty either to ascertain the existence of or to examine such insurance policy or to advise Lessee if such insurance coverage does not comply with the requirements hereof.

Any insurance proceeds received with respect to the Equipment will be applied, at Lessor's option, to repair, restore, or replace the Equipment or to pay amounts due and owing under this Master Lease and/or a Lease. Any proceeds from a general liability policy shall be made payable first on behalf of Lessor to the extent of its liability, if any. All insurance policies carried by Lessee, whether primary or excess, shall be primary as to any policies maintained by Lessor. Nothing in this paragraph shall relieve Lessee of its duty to procure required insurance.

13. PURCHASE OPTION; RETENTION OF EQUIPMENT: At the end of a Lease term, or appropriate renewal term when applicable, and provided Lessee is not in default, Lessee shall have the option to purchase all (not part) of the Equipment subject to the Lease at the Purchase Option Price shown on the related Schedule, plus any applicable taxes. Unless the Purchase Option Price is \$1.00, Lessee must give Lessor at least 90 days' written notice before the end of the applicable term that Lessee will purchase the Equipment or that Lessee will deliver the Equipment to Lessor. If Lessee does not give Lessor such written notice, or if Lessee does not purchase or deliver all of the Equipment in accordance with the terms and condition of this Master Lease and/or the Lease then the Lease will automatically convert to a month-to-month lease agreement. During any such renewal, the monthly rental payment will remain the same and all terms and conditions of this Master Lease and/or the Lease shall remain in full force and effect. If the Fair Market Value ("FMV") Purchase Option is available under the Lease, and Lessee has elected to exercise the FMV Option, Lessor will determine the Equipment FMV, on a retail, not wholesale, basis and otherwise in Lessor's sole discretion. Upon payment of the Purchase Option Price to Lessor plus any applicable taxes and other amounts due and owing in accordance with the terms of this Master Lease and/or the Lease, Lessor shall transfer its interests in the Equipment to Lessee "AS IS, WHERE IS" without any representations or warranties whatsoever.

14. APPOINTMENT OF ATTORNEY-IN-FACT: Lessee appoints Lessor, its successors and assigns, and Lessor's filing agent as Lessee's attorney-in-fact to cause this Master Lease, each Schedule thereto, and any other documents showing the interest of Lessor, including, but not limited to, UCC financial statements and/or certificate(s) of title, to be filed or recorded and to sign Lessee's name thereto. Upon the occurrence of either (i) Lessee not timely satisfying its obligation to obtain and maintain property and liability insurance as set forth in any Lease; or (ii) any casualty, loss, or damage to any Equipment pursuant to any Lease, Lessee appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage relating to the Equipment or any Lease under any insurance policy related thereto. Lessee hereby authorizes Lessor to make non-substantive changes to this Master Lease and each Schedule, including but not limited to Lessee's legal name. These appointments and authorizations are intended to be continuous. Nothing in this paragraph shall relieve Lessee of its duty to procure required insurance, to make timely insurance claims, and to otherwise cooperate with insurance carriers and Lessor in seeking insurance coverage and recoveries. Lessee also authorizes Lessor to add to a Lease, or make necessary corrections to, serial numbers or other forms of identification of the Equipment.

15. SECURITY AGREEMENT: Because this Agreement may be determined to create a security interest and not a lease, Lessor is hereby granted a security interest in all Equipment financed by or leased from Lessor, wherever located, whether now owned or hereafter acquired, and all returns, repossessions, substitutions, replacement parts, accessories, and accessions thereto and thereof, and all proceeds thereof. In this paragraph, terms used to designate collateral shall have meaning set forth in the UCC.

16. UNCONDITIONAL OBLIGATION: Lessee agrees to be unconditionally obligated to pay all payments and other amounts due hereunder no matter what happens, even if the Equipment is damaged or destroyed, if it is defective, if Lessee can no longer use it, or if the manufacturer or supplier ceases doing business or cannot service and/or support the Equipment, and irrespective of any right of set-off, counterclaim, defense, or other right which Lessee may have against Lessor or any other person.

17. INDEMNITY: Lessor is not responsible for any losses or injuries caused by the installation or use of the Equipment and Lessor shall not be liable for any specific performance of this Master Lease or a Lease, nor for any failure or delay in performance caused by circumstances beyond its control. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, actions, proceeding, costs (including attorneys' fees), damages, and liabilities, including but not limited to any claim arising out of strict liability in tort, arising from or connected with the Equipment or its use, possession, operation, selection, delivery, installation, servicing needs, or transportation. The indemnities contained in this paragraph shall survive the cancellation or termination of each Lease and this Master Lease.

18. ASSIGNMENT: Lessee may not sublet, lend, assign, or pledge this Master Lease, any Lease, the Equipment, or any interest in any of them, or permit any lien or security interest thereon. Lessee acknowledges that Lessor may sell and/or assign, in whole or in part, its interest in any Lease and/or this Master Lease to one or more third parties without notice to Lessee. Each assignee shall be entitled to exercise all rights and remedies of Lessor with respect to any and all obligations assigned to such assignee, and all references herein to "Lessor" shall include Lessor's assignee, except that said assignee shall not be chargeable with any obligations or liabilities of Lessor hereunder. Any such assignment shall not impair the effectiveness or enforceability of this Master Lease or a Lease with respect to any interest that Lessor does not assign. Lessee agrees that in the event of any assignment by Lessor, and upon proper notice, it shall pay directly to Lessor's assignee, without abatement, deduction, or setoff, all amounts due under this Master Lease and/or the assigned Lease. Lessee further covenants and agrees that it will not assert against Lessor's assignee any defense, counterclaim or setoff on account of breach of warranty or otherwise in any action for payment or for possession brought by Lessor's assignee. Lessee also agrees to settle all mechanical, service, or other claims with respect to the Equipment directly with the Equipment manufacturer or supplier, and Lessee acknowledges that Lessor and Lessor's assignee(s) shall not be liable for such service or other claims.

19. NOTICES: Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates successors and assigns, may contact

Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages.

20. GENERAL: This Master Lease shall inure to the benefit of and is binding upon the parties and their heirs, personal representatives, successors, and assigns. A Lease may not be amended except in writing signed by the parties, but Lessor may modify the Standard Terms and Conditions of this Master Lease at any time by delivery of written notice to Lessee. Any provision of this Master Lease or a Lease which is deemed unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. If any Lease is deemed to be intended as security, (i) it shall be construed so that interest, the applicable interest rate and other charges shall not exceed that allowed by applicable law, and any payment that otherwise would be deemed unlawful will be applied first to prepay principal and then refunded to Lessee; (ii) if Lessee is an individual and the principal amount hereof is \$100,000 or more, this Lease is made under Minn. Stat. Sec. 334.01; this Lease is made under Minn. Stat. Sec. 334.022 if Lessee is an "organization" as defined therein.

Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of any Lease. On written request, Lessor will identify any reporting agency used for such a report. Lessee agrees that Lessor may receive from and disclose to other persons including credit reporting agencies, VGM Golf, Inc. d/b/a/ VGM Club and its affiliates, and respective equipment vendors, information about Lessee's accounts and credit experience. Lessee hereby authorizes any person to release to Lessor credit experience and account information relating to Lessee. These authorizations are intended to be continuous and shall survive the expiration, cancellation and/or termination of this Master Lease and/or a Lease.

Lessor complies with Sections 326 of the USA PATRIOT Act. This law mandates that Lessor verify certain information about Lessee while processing account applications. Lessee's exact legal name is as shown above and in the signature block, and: (i) if Lessee is an individual, such legal name is exactly as stated on Lessee's valid and unexpired state driver's license, or alternative state identification, issued by Lessee's primary state of residence ("Lessee State ID"); or (ii) if Lessee is a legal entity, such legal name is as stated on Lessee's applicable organizational documents; and Lessee will not change its legal name, will not change its chief executive office or state of organization (if a legal entity) or its principal residence (if an individual), and will not permit its Lessee State ID to expire, become invalid, or fail to be properly renewed, (if an individual) without, in each case, giving Lessor at least 30 days' prior written notice of any such event, and, at any time during the Lease, Lessee will, upon request of Lessor, provide copies of its Lessee State ID (if an individual) or applicable organizational documents (if a legal entity). Lessee, if an individual, is a citizen or lawful permanent resident of the United States. Time is of the essence with respect to performance under each Lease and this Master Lease. This Master Lease does not obligate Lessor, in any given instance, to make financing available to Lessee. This Master Lease, each Schedule and any related documents may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of the Master Lease and each Schedule and it shall bear the original signature of Lessor and be marked "Original." To the extent that any Schedule constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of the Schedule can be done only by the transfer of the "Original" bearing the original signature of Lessor. If Lessor permits Lessee to deliver this lease or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's original signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original signature shall limit or modify the representations and agreements set forth above.

21. WAIVERS: LESSEE HEREBY WAIVES ANY RIGHT TO A JURY TRIAL OF ANY MATTER ARISING OUT OF OR IN ANY WAY ASSOCIATED WITH THIS MASTER LEASE OR A LEASE, INCLUDING BUT NOT LIMITED TO ANY CAUSE OF ACTION, CLAIM, COUNTER-CLAIM, OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING, OR HEARING, OR ANY REHEARING OR RETRIAL, WHETHER AT LAW OR IN EQUITY, TO WHICH LESSEE AND/OR LESSOR (OR ITS ASSIGNS) MAY BE A PARTY ON ANY MATTER WHATSOEVER BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO OR CONNECTED WITH THIS MASTER LEASE, A LEASE, OR ANY OTHER INSTRUMENT EXECUTED IN CONNECTION WITH THIS MASTER LEASE OR A LEASE, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT. In addition, to the extent allowed by law, LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO LESSEE BY ARTICLE 2A OR ARTICLE 9 OF THE UCC OR OTHER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO ANY RIGHT WHICH REQUIRES LESSOR TO SELL, LEASE, OR OTHERWISE USE ANY EQUIPMENT TO REDUCE LESSOR'S DAMAGES OR WHICH MAY OTHERWISE LIMIT OR MODIFY ANY OF LESSOR'S RIGHTS OR REMEDIES. The waivers set forth in this paragraph are willingly, knowingly, and voluntarily made.

22. GOVERNING LAW: VENUE OF LITIGATION: BY SIGNING THIS MASTER LEASE AND/OR A LEASE, LESSEE AGREES THAT THIS MASTER LEASE, AND ALL MATTERS ARISING FROM THIS MASTER LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BY THE LAWS OF THE STATE OF MINNESOTA (EXCLUDING CONFLICTS LAWS). LESSEE CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF STATE AND FEDERAL COURTS IN MINNESOTA. LESSOR OR ITS ASSIGNEE AT ITS SOLE DISCRETION MAY ENFORCE THIS MASTER LEASE OR A LEASE IN ANY STATE OR FEDERAL COURT HAVING LAWFUL JURISDICTION THEREOF.

By signing below, Lessee acknowledges having read this Master Lease and unconditionally agrees to its terms and conditions. This Master Lease constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous negotiations, discussions, understandings or agreements concerning such subject matter. This Master Lease shall continue in full force and effect until such time as terminated in writing by Lessor. This Master Lease may not be amended, except as set forth herein.

Lessor: TCF Equipment Finance, a division of TCF
National Bank

By: _____ Operations - T.C.

Lessee: City of Round Rock



By: _____



Print Name: _____



Title: _____



EQUIPMENT SCHEDULE

The "Lease": Equipment Schedule Number 008-0713107-300 Dated January 24, 2017 to Master Lease Number 713107L Dated January 24, 2017	
"Lessee"	
City of Round Rock, 221 E Main St, Round Rock, TX 78664	
"Lessor"	
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	

Number of Rental Payments	Amount of each Rental Payment	Advances	Purchase Option
25	24 @ \$6,229.60 1 @ \$128,000.00 (Plus any applicable taxes)	First: \$0.00 Last: \$0.00 Total: \$0.00	Mandatory Purchase \$1

EQUIPMENT DESCRIPTION & LOCATION:

TOTAL COST: \$265,117.50

(80) 2016 E-Z-GO TXT Electric Golf cars as finance on 008-4015058-303 together with all attachments and accessories thereto	Forest Creek Golf Club, 99 Twin Ridge Parkway, Round Rock, TX 78664
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When signed by the parties hereto, this Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease Agreement identified above (except as expressly modified by this Schedule) between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). Said terms and conditions are by this reference incorporated herein as though fully set forth herein.

By signing below, Lessor and Lessee agree to the lease of the Equipment referenced above and on any schedule attached hereto, for the term and Lease rental payments specified above, and to the purchase option specified above. Lessee shall have accepted the Equipment for purposes of this Lease upon, at Lessor's option, either: (a) Lessee's verbal verification to Lessor that the Equipment has been delivered and is acceptable; or (b) Lessee's delivery of a signed delivery and acceptance certificate to Lessor. Lessee represents that any agent of Lessee who verifies delivery and acceptance of the Equipment, either verbally or in writing, has actual authority to do so. Lessee's acceptance shall be conclusive and irrevocable. In connection with said acceptance, Lessee requests that Lessor countersign this Lease and requests and hereby authorizes Lessor to pay the Equipment manufacturer/supplier. THIS LEASE SHALL BE NON-CANCELABLE.

If the above stated purchase option is either \$1.00, or an amount which indicates a mandatory lease purchase by which Lessor is financing Lessee's purchase of the Equipment, then notwithstanding anything in any Lease to the contrary, Lessee and Lessor hereby agree and acknowledge that Lessee owns and holds legal title to the Equipment and, pursuant to Section 15 of the Master Lease, grants to Lessor a security interest in the Equipment. Lessee represents, warrants and agrees with and to Lessor that Lessee will at all times own and hold good legal title to the Equipment, and Lessor will at all times hold a valid, perfected and enforceable first priority security interest in the Equipment and proceeds thereof.

This Schedule may, in Lessor's sole discretion, be delivered by facsimile or other electronic means ("e-copy"), and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Schedule and it shall bear the original signature of Lessor and be marked "Original". Lessee agrees to deliver to Lessor, on request, this Schedule bearing Lessee's original signature. If this Schedule constitutes chattel paper, a security or ownership interest intended to be created through the transfer and possession of this Schedule can be done only by the transfer of the "Original" bearing the original signature of Lessor.

Lessor: TCF Equipment Finance, a division of TCF
National Bank

By: _____ Operations - T.C.

Lessee: City of Round Rock



By: _____



Print Name: _____



Title: _____

This Lease is not binding until countersigned by Lessor.

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: January 24, 2017

Lessee: City of Round Rock
221 E Main St
Round Rock, TX 78664

Lessor: TCF Equipment Finance, a division of TCF National Bank
1111 West San Marnan Dr, Suite A2 West
Waterloo, IA 50701-8926

Re: Lease Agreement No. 008-0713107-300, dated as of January 24, 2017, by and between City of Round Rock and TCF Equipment Finance, a division of TCF National Bank.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Agreement described above (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and all exhibits and attachments thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Texas (the "State") within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, is duly organized, existing and operating under the Constitution and laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. The full, true and correct legal name of Lessee is City of Round Rock.
2. Lessee is authorized and has power under State law to enter into the Lease and lease the equipment with an option to purchase, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights. No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
4. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 3 of the Government Entity Addendum executed in connection with the Lease.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of the Lessee or its officers;

the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Lease Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

8. The equipment leased pursuant to the Lease constitutes personal property and when subject to use by Lessee will not be or become fixtures under applicable law.

9. The leasing of the equipment pursuant to the Lease is exempt from all sales, use and documentary stamp taxes against either Lessor or Lessee during the term of the Lease, and such equipment will be exempt from all state and local personal property or other ad valorem taxes.

This opinion of counsel may be relied upon by TCF Equipment Finance, a division of TCF National Bank and its successors and assigns.

Very truly yours,



CERTIFICATE OF INCUMBENCY
LEASE NO. 008-0713107-300
DATED AS OF January 24, 2017

X I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Round Rock (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Texas, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
X _____	_____	_____
_____	_____	_____

X IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20 ____.

X Signed: _____

X Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



GOVERNMENT ENTITY ADDENDUM

The "Lease": Equipment Schedule Number 008-0713107-300 Dated January 24, 2017 to Master Lease Number 713107L Dated January 24, 2017
"Lessee"
City of Round Rock, 221 E Main St, Round Rock, TX 78664
"Lessor"
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

This Addendum is attached to and made a part of the above-referenced Lease between Lessee and Lessor. Any capitalized terms used but not defined in this Addendum shall have the meanings assigned in the Lease. All terms and conditions of the Lease shall remain in full force and effect except to the extent modified by this Addendum.

1. Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, 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; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year.

2. To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds for this Lease for any future fiscal year is solely within the discretion of Lessee's then-current governing body.

3. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under such Lease as of the effective date of such termination, Lessee may terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor.

4. If Lessee terminates the Lease prior to the expiration of the end of the Lease's initial term, or any extension or renewal thereof, as permitted under Section 3 above, Lessee shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under the Lease up to and including the Termination Date.

5. Lessee acknowledges and agrees that, in the event of the termination of the Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease.

6. Any provisions in this Addendum that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written. Notwithstanding anything in the Lease to the contrary: (i) the maximum term of the Lease does not exceed 25 years; and (ii) the Lease may be assigned by Lessor only in whole, not in part.

Dated as of: January 24, 2017

Lessee: City of Round Rock



By: _____



Print Name: _____



Title: _____

RESOLUTION
LEASE NO. 008-0713107-300
DATED AS OF JANUARY 24, 2017

A resolution authorizing the negotiation, execution, and delivery of Lease No. **008-0713107-300** dated **January 24, 2017** (the "Lease"), in principal amount not to exceed **\$265,117.50**, between **City of Round Rock, 221 E Main St, Round Rock, TX 78664** and **TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926**; and prescribing other details in connection therewith.

WHEREAS, City of Round Rock, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Texas; and


WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, TCF Equipment Finance, a division of TCF National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of Round Rock:


 Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.


Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.


Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Texas.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

 **CERTIFIED AS TRUE AND CORRECT** this ____ day of _____, 20 ____.

 _____
Signature of Clerk, Secretary or Assistant Secretary

 _____
Printed Name of Clerk, Secretary or Assistant Secretary



Insurance Authorization

PROPERTY COVERAGE

Insurance Agent

Company Name

Address

City, State, Zip

Phone Number

Fax Number

Email Address

GENERAL/PRODUCT LIABILITY

Insurance Agent

Company Name

Address

City, State, Zip

Phone Number

Fax Number

Email Address

This is to notify you that TCF Equipment Finance, a division of TCF National Bank ("Lessor") has financed certain goods to City of Round Rock (the "Lessee") pursuant to a Lease between Lessor and Lessee (the "Lease").

THE TERMS OF THE LEASE REQUIRE THAT:

1. TCF Equipment Finance, a division of TCF National Bank be named LOSS PAYEE under the PROPERTY DAMAGE provisions of the undersigned Lessee's "all risk" extended coverage policy and the goods be insured for an amount no less than their replacement cost.
2. TCF Equipment Finance, a division of TCF National Bank be named as ADDITIONAL INSURED under the comprehensive GENERAL AND PRODUCT LIABILITY provisions, where applicable, with a minimum coverage requirement of no less than \$1,000,000.00.

Each policy shall provide for no less than thirty (30) days' prior written notice of cancellation or non-renewal to Lessor and that such policy shall not be invalidated as against Lessor for the violation of any term of the policy by Lessee.

The undersigned Lessee requests that insurance coverage described above be provided under the policy referenced above. **In addition, please issue endorsements adding TCF Equipment Finance, a division of TCF National Bank, its successors and assigns, as additional insured and lender's loss payee on all such insurance policies.** Lessee further requests that proof of coverage, with endorsements, be sent to:

TCF Equipment Finance, a division of TCF National Bank 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Please Reference:

Lessee: City of Round Rock

Contract: 713107

In addition, the undersigned Lessee appoints and authorizes TCF Equipment Finance, a division of TCF National Bank, its successors and assigns, as its attorney-in-fact (1) to procure further policies from insurer or to increase the level of coverage on existing policies with insurer in the event that Lessor and the undersigned Lessee enter into agreements for the financing of additional goods in the future, and (2) to deal with and to direct any insurer as to any matter concerning the claim for, disposition of and/or application of policy proceeds with respect to the Equipment or any other equipment now or hereafter financed with Lessor, and (3) to receive payments and execute and endorse all documents, checks, drafts, or other instruments necessary or advisable to secure payments due under any policy of insurance. This appointment and authorization are intended to be continuous.

The undersigned Lessee agrees that Lessor or the insurer may accept a facsimile copy of this document bearing facsimile signatures, which shall be deemed an original for all purposes.

Lessee: City of Round Rock



By: _____



Print Name: _____



Title: _____

**Invoice**

Date of Invoice: 01/24/2017
Application Number: 319314
Contract Number: 008-0713107-300

To: City of Round Rock
221 E Main St
Round Rock, TX 78664

Advance Payments/Security Deposit

Description	Contract Payment	Sales/Use Tax	Other	Amount
First Payment in Advance	\$0.00	\$0.00		\$0.00
Last Payment in Advance	\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00
Sub Total				\$0.00

Other Fees/Charges

Fee Description	Amount
Documentation Fee	\$295.00
Other Fees/Charges Sub Total	\$295.00

Invoice Total Due

Invoice Total Due	\$295.00
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Remit Payment with 866-465-3149
Completed Documents to: OR
TCF Equipment Finance, a division of TCF
National Bank
1111 West San Marnan Dr, Suite A2 West
Waterloo, IA 50701-8926



Delivery and Acceptance


"Lessee"
City of Round Rock, 221 E Main St, Round Rock, TX 78664
"Lessor"
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Delivery and Acceptance agreement attached to and made a part of Lease 008-0713107-300 dated January 24, 2017 (the "Lease").

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

 Acceptance Date: _____

Lessee: City of Round Rock

 By: _____ Title: _____

 Printed Name: _____

Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.