

**EXHIBIT
"A"**



THE FROST NATIONAL BANK
c/o Frost Leasing
100 West Houston Street
San Antonio, Texas 78205

**Municipal Equipment
Lease/Purchase Agreement
(P P F A)**

Number 1 dated as of September 14, 2017

THIS MUNICIPAL EQUIPMENT LEASE/PURCHASE AGREEMENT (this "Agreement") dated as of September 14, 2017 by and between CITY OF ROUND ROCK, TEXAS ("Purchaser") having its principal place of business at 221 East Main Street, Round Rock, Texas 78664 (said state being referred to throughout this Agreement as the "State") and THE FROST NATIONAL BANK ("Bank").

W I T N E S S E T H

WHEREAS, with regard to any Equipment (hereinafter defined) not owned by Purchaser, Bank owns or can acquire such Equipment and Purchaser desires to lease/purchase said Equipment through the financing herein provided;

WHEREAS, Purchaser may desire to lease/purchase equipment under this Agreement from time to time whereby this Agreement shall apply to all such additional lease/purchases.

NOW, THEREFORE, in consideration of the covenants herein, the parties agree by entering into this Agreement, including all related Acceptance Certificates (as hereinafter defined), as amended from time to time, as follows:

I. Assignment to Bank; Sale to Purchaser; Term; Security Interest; Tax Certifications.

Section 1.1. Assignment to Bank. Purchaser assigns to Bank all rights, if any, which Purchaser has or may hereafter acquire in the personal property (the Equipment") identified specifically in any Exhibit marked as an Exhibit "B" hereto as dated from time to time (the "Installment Payment Schedule") which exhibits set forth various matters related to such Equipment and related purchase orders (the "Purchase Orders"), as issued to any supplier of Equipment (a "Vendor") reserving to Purchaser, however, so long as Purchaser is entitled to possess the Equipment, all rights to property (other than the Equipment itself) and service that Vendors are obligated to provide. Purchaser irrevocably constitutes Bank its true and lawful attorney-in-fact with full power to demand, receive, and give acquittance for all moneys and claims with respect to Purchase Orders, to endorse any related instruments and to institute any proceedings which Bank deems advisable.

Section 1.2. Delivery Acceptance. Bank shall cause the Equipment to be delivered to Purchaser at the Equipment Location (as specified in the applicable Exhibit "B"), and Purchaser shall accept the Equipment as soon as it has met the acceptance criteria specified in the applicable purchase documents. Purchaser shall irrevocably accept the Equipment under lease and shall evidence the commencement of the lease with respect thereto by executing and delivering to Bank an acceptance certificate in the form attached as Exhibit "A" (an "Acceptance Certificate").

Section 1.3. Sale to Purchaser. Subject to the terms hereof, Bank will sell each item (an "Item") of Equipment to Purchaser, and Purchaser will purchase each Item from Bank by making the installment purchase payments (the "Installment Payments") according to the Installment Payment Schedule. The cost of each Item, delivery and installation charges, Bank's legal expenses, origination fees, and all other related costs will be included in the total cost of the Item as shown in each Exhibit "B."

Section 1.4. Term. This Agreement will be effective on the date hereof. With respect to any Item, except as may be otherwise specifically provided in this Agreement, the obligation to make the Installment Payments provided for in this Agreement and as set forth in each Installment Payment Schedule hereto will begin on the execution of an Acceptance Certificate and expire or terminate upon the first to occur of: (a) an optional payment date as specified in Exhibit "B" hereto ("Optional Payment Date") upon which date the Purchaser may prepay the price of an Item (the "Option Price"); (b) an event of default, as defined in Article V below ("Event of Default"), and a termination of Purchaser's possession of the Item; or (c) the later of the last installment payment date ("Installment Payment Date") specified in Exhibit "B" or the date

on which all Installment Payments are paid. Expiration or termination of this Agreement will terminate all obligations of Purchaser with respect to such Item. Upon termination described in clause (b) above, Purchaser will transfer title to the Item to Bank.

Section 1.5. Title. Title to each Item will pass to Purchaser upon the execution and delivery of an Acceptance Certificate subject to the Bank's rights hereunder. Purchaser will keep each Item free of all encumbrances except Bank's purchase money security interest.

Section 1.6. Security Interest/Pledge of Ad Valorem Taxes. (a) To secure payment of all amounts due under this Agreement and to secure the performance and observance by Purchaser of all the covenants expressed or implied herein, Purchaser hereby grants a purchase money security interest in the Equipment to Bank in accordance with the Uniform Commercial Code or other applicable code of the State, said security interest to also cover all of Purchaser's interest (whether ownership or otherwise, and whether presently existing or hereafter acquired) in and to any and all the following: (i) future replacements, betterments, substitutions and additions to any of the Equipment; (ii) rentals, deposits, and other sums as may become due Purchaser as lessor under any and all leases of any Equipment, whether written or oral; (iii) purchase contracts or similar agreements (and all rights of Purchaser thereunder) executed by Purchaser and any other individual or entity pursuant to the terms of which such individual or entity has contracted to purchase from Purchaser the Equipment or any part thereof; and (iv) proceeds of the Equipment or any of the foregoing, including, without limitation, all condemnation or insurance proceeds arising out of or with respect to the Equipment or any of the foregoing. Purchaser hereby authorizes Bank to file, from time to time, all financing statements in Purchaser's name as necessary or desirable to perfect such security interests. (b) Upon this Agreement taking effect the Purchaser shall establish an interest and sinking fund (the "I & S Fund"), which shall be maintained by the Purchaser as long as any Installment Payments are unpaid. The Purchaser hereby pledges the I & S Fund for the exclusive purpose of securing the payment of the Installment Payments and shall apply the funds therein to the payment of Installment Payments as such payment come due. The Purchaser has levied an ad valorem tax (and each year which Installment Payments come due, the Purchaser shall levy an ad valorem tax within the limits prescribed by law, that is sufficient (together with any other funds lawfully available to the Purchaser for the purpose) to pay the Installment Payments coming due in such year, but at least in an amount sufficient to pay the interest due under this Agreement and to create a 2% sinking fund. As Purchaser receives collections of such ad valorem tax, it shall deposit such tax collections into the I & S Fund. Purchaser from time to time may deposit any other lawfully available funds into the I & S Fund. The I & S Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Installment Payments expected to come due in the following year.

Section 1.7. Tax Certification and Indemnification.

(a) Purchaser agrees and certifies as follows: (1) Moneys on deposit in any fund or account related to this Agreement will not be used in a way that will cause the interest component of any Installment Payment to be includable in Bank's gross income for federal tax purposes; (2) No use will be made of proceeds of this Agreement, or any funds or accounts of Purchaser which may be deemed to be such proceeds, which would cause this Agreement to be an "arbitrage bond" under section 148 of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder (the "Code"). Purchaser will comply with the requirements of section 148 of the Code; (3) Purchaser will not take, cause to be taken or fail to take any action, the result of which would cause the interest component of any Installment Payment to be ineligible for exclusion from Bank's gross income under section 103 of the Code or would cause this Agreement to be a "private activity bond" or to fail to meet any applicable requirement of section 149 of the Code; (4) Purchaser will timely file the information report required by section 149(e) of the Code (Form 8038-G or 8038-GC), and promptly provide to Bank evidence of Purchaser's filing of all necessary documents with the Internal Revenue Service; (5) This Agreement will not at any time be a "private activity bond" (as defined in section 141 of the Code); (6) the reasonably anticipated amount of tax exempt obligations as described in section 103(a) of the Code ("Tax Exempt Obligations") (including this Agreement and qualified 501(c)(3) bonds and excluding other private activity bonds) that will be issued by Purchaser and its subordinate entities during any calendar year in which an Acceptance Certificate is delivered will not exceed \$10,000,000. Not more than \$10,000,000 of obligations issued by Purchaser during any calendar year in which an Acceptance Certificate is delivered will be designated by Purchaser as a "qualified tax exempt obligation" for purposes of section 265(b)(3) of the Code. This Agreement has been entered into on the basis that Bank will be entitled to the exception contained in section 265(b)(3) of the Code (the "Exception") with respect to the deduction of interest expense allocable to tax-exempt interest. The Purchaser hereby designates this Agreement as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code. If, as a result of the falsity or breach of Purchaser's representations or agreements in this Section 1.7, Bank will not have or will lose the right to claim the Exception, upon thirty (30) days' written notice to Purchaser by Bank, Purchaser shall, to the extent permitted by this Agreement and by applicable law, pay Bank an amount which, in the reasonable

opinion of Bank and after deduction of all taxes required to be paid by Bank with respect to receipt of such amount, will cause Bank's net after-tax return over the term of this Agreement to equal the net after-tax return that would have been available if Bank had been entitled to the Exception.

(b) Purchaser is exempt from the arbitrage rebate requirements of section 148(f) of the Code because: (1) Under section 148(f)(4)(D) of the Code (i) it is a political subdivision of the State with general taxing powers and is not a subordinate entity of any other political subdivision, (ii) this Agreement will not at any time be a "private activity bond" (as defined in section 141 of the Code), (iii) 95% or more of the net proceeds of this Agreement will be used for local governmental activities of Purchaser within the meaning of section 148(f)(4)(D)(i)(III) of the Code, (iv) Purchaser has not issued any Tax Exempt Obligations in the current calendar year other than this Agreement and those referenced in Section 1.7(a) above, (v) the aggregate face amount of all Tax Exempt Obligations (other than private activity bonds), including this Agreement, which will be issued by Purchaser and its subordinate entities during the calendar year in which an Item is delivered will not exceed \$5,000,000; or (2) Purchaser is entitled to the exception under section 148(f)(4)(B)(1) of the Code because the gross proceeds (as defined in section 148(f)(6)(B) of the Code) of this Agreement (including costs of issuance) will be expended for and allocated to the governmental purposes of this Agreement within six months after the date hereof.

(c) To the extent Purchaser fails to qualify for either of the above rebate exceptions, it will (i) timely pay to the United States any payments necessary to preserve the tax-exempt status of the interest component of the Installment Payments (provided, that this Section is not intended to create a debt for purposes of the Constitution of the State) and (ii) take all such actions that may be necessary to comply with the rebate requirements of section 148(f) of the Code.

(d) Bank, on behalf of Purchaser, will pay the proceeds of this Agreement to the Vendor of the Equipment no later than five (5) business days after execution of an Acceptance Certificate. Purchaser therefore reasonably expects that such proceeds will be spent within the three-year temporary period provided in the Treasury Regulations issued or proposed under the Code including amendments and successor provisions thereto (the "Regulations").

(e) Purchaser has investigated the facts, estimates and circumstances in existence on the date hereof, together with Purchaser's exceptions as to future events. These are true and are complete in all material respects, and on the basis of such, it is not expected that the use of the sale proceeds hereof or any other moneys or property will be used in a manner which will cause this Agreement to be an arbitrage bond within the meaning of section 148 of the Code. Such expectations are reasonable, and there are no other facts, estimates or circumstances that would materially change such expectations.

(f) None of the proceeds hereof will be used, directly or indirectly, in any trade or business carried on by any person other than a governmental unit, which is defined to include any state of the United States and any political subdivision, agency, instrumentality or entity acting by or on behalf of a state, but not including the United States or any agency or instrumentality thereof, no more than 10% of the Equipment will be used directly or indirectly in a trade or business carried on by any such person, and no more than 5% of the Equipment will be used directly or indirectly in trade or business carried on by any such person that is not related to any government use of such Equipment.

(g) The payment of the Installment Payments will not be directly or indirectly (i) secured by any interest in property used or to be used for a private business use or payments in respect thereof, or (ii) derived from payments in respect of property or borrowed money used or to be used for private business.

(h) None of the proceeds hereof will be used, directly or indirectly, to make or finance loans to persons other than a governmental unit.

(i) No person, other than Purchaser or another governmental unit, will use the Equipment on any basis other than the same basis as the general public; and no person other than a governmental unit will be a user of the Equipment as a result of (i) ownership, or (ii) actual or beneficial use pursuant to a lease or a management or incentive payment contract, or (iii) any other similar arrangement.

(j) Within fifteen (15) days before the date hereof, Purchaser has not sold (nor will it deliver within fifteen (15) days after the date hereof) any other obligations pursuant to the same plan of financing that will be paid from substantially the same source of funds (or which will have substantially the same claim to be paid from substantially the same source of funds), without regard to guarantees from unrelated parties, as this Agreement or which will be paid directly or indirectly from the proceeds hereof.

(k) No Item is expected to be sold or otherwise disposed of prior to the expiration of this Agreement.

(l) The certifications and representations made herein are intended, and may be relied upon, as a certification described in Section 1.148-2(b)(2) of the Regulations.

(m) Bank represents that it is entering into this Agreement for investment and not for assignment to others. The amount Bank funds pursuant hereto is the issue price hereof and does not exceed the fair market value of this Agreement as of the date hereof.

(n) Should the interest component of payments hereunder be deemed by the federal government or determined by the Internal Revenue Service or a court of competent jurisdiction or an opinion of nationally recognized bond counsel not to be exempt from gross income, subject to the provisions of Section 2.6 hereof, Purchaser will pay as additional sums hereunder sufficient funds to adjust the interest to be paid hereunder to an amount equivalent to the after-tax interest rate contemplated hereunder as a tax exempt transaction. Said adjustment will be retroactive and apply to any installments already paid by Purchaser to Bank to the extent that any ruling by any such taxing authority requires the payment of additional tax on payments already received by Bank. This obligation will survive the expiration of this Agreement.

II. Payment of Purchase Price; Warranty Disclaimers.

Section 2.1. Agreement to Pay. Purchaser will pay the Installment Payments to Bank from funds appropriated therefor and any other moneys legally available for that purpose, at the place set forth in Exhibit "B" or such other place as Bank may designate, in such amounts, including principal and interest, and on such date as called for in each Supplement hereto along with the reasonable expenses of Bank related hereto, except expenses included in the cost of the Equipment pursuant to Section 1.3, and any other payment required under this Agreement. If any amount payable hereunder is not paid within ten (10) days after it is due, Purchaser will pay to Bank an amount equal to five percent (5%) of such overdue payment as a delinquency charge. Purchaser agrees with Bank that such a delinquency charge is reasonable compensation to Bank for the handling of such late payments. Purchaser's payment obligation hereunder is not subject to any defense, right of setoff or counterclaim arising out of any breach by Bank, hereunder or otherwise, or out of any indebtedness or any liability at any time owing by Bank.

Section 2.2. Warranties. BANK MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING THE EXTENT OF OR ENFORCEABILITY OF ANY CLAIM, WARRANTY, AGREEMENT OR REPRESENTATION ASSIGNED TO PURCHASER UNDER ARTICLE III BELOW. NO DEFECT OR UNFITNESS OF ANY ITEM WILL RELIEVE PURCHASER OF ITS OBLIGATIONS HEREUNDER. BANK MAKES NO REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, OR ITS DELIVERY, INSTALLATION, DESIGN, PERFORMANCE, SPECIFICATIONS, CONDITION, DURABILITY, SUITABILITY, FITNESS FOR USE OR MERCHANTABILITY. AS BETWEEN BANK AND PURCHASER, ALL EQUIPMENT IS ACCEPTED AND PURCHASED HEREUNDER BY PURCHASER "AS IS," "WHERE-IS," AND "WITH ALL FAULTS," AND BANK WILL NOT BE RESPONSIBLE FOR ANY PATENT OR LATENT DEFECTS THEREIN, OR ANY DAMAGES, WHETHER ACTUAL, SPECIAL, CONSEQUENTIAL OR INCIDENTAL, ARISING THEREFROM. Under no circumstances will Bank be liable for actual, special, incidental, consequential or other damages of or to Purchaser, or any other entity arising out of or in connection with the maintenance, use or performance of the Equipment.

Section 2.3. Prepayment. If no Event of Default, or event which with notice or lapse of time, could become an Event of Default, exists, upon thirty (30) days prior written notice, Purchaser may prepay the purchase price of all, but not less than all, Items on any Optional Payment Date by paying the applicable Option Price in the specific Exhibit "B" applicable to the Item(s) plus the Installment Payment due on such date, whereupon Bank will release its purchase money security interest in the Item(s).

Section 2.4. [Intentionally Deleted]

Section 2.5. Funding Intent. Purchaser reasonably believes that sufficient funds can be obtained to make all Installment Payments and other payments during the term of this Agreement. Purchaser affirms that funds to pay Installment Payments and other payments under this Lease are available.

Section 2.6. [Intentionally Deleted]

III. Duties of Bank.

So long as no Event of Default has occurred, Bank assigns to Purchaser all of Bank's rights to suppliers' and manufacturers' warranties and service agreements with respect to the Equipment, and Bank agrees to cooperate with Purchaser, at Purchaser's expense, in asserting such rights, provided that Purchaser shall, to the extent permitted by law, indemnify and hold harmless Bank from and against all related claims, costs, damages, losses and liabilities. If no Event of Default has occurred, Purchaser's use of the Equipment will not be interrupted by Bank or anyone claiming solely through or under Bank.

IV. Duties of Purchaser.

Section 4.1. Use and Maintenance of Equipment. Purchaser agrees that the Equipment will be used solely in the conduct of its business at its principal place of business unless Bank is otherwise notified in writing of an alternate location and Bank first agrees to such alternate location in writing. Purchaser will maintain the Equipment in good repair and working order, reasonable wear and tear excepted, but in any event, to the same extent that Purchaser would, in the prudent management of its properties, maintain comparable equipment. Purchaser will comply with all laws, rules and regulations with respect to the use, maintenance and operation of the Equipment, and if any additional improvement to or replacement of any Item is required, Purchaser will do so at its own expense. Purchaser may add parts or accessories to any Item if it does not impair the value, utility or warranties of such Item and is readily removable without causing material damage.

Section 4.2. Sale and Encumbrance. Purchaser will not sell, lease or encumber the Equipment and will continue to own and use it for the public purposes of Purchaser.

Section 4.3. Inspection and Tags. At any time during Purchaser's normal working hours, Bank may inspect the Equipment where it is located and inspect all related records of Purchaser. Bank may attach tags to any Item showing that Bank retains a purchase money security interest in it. Purchaser will not allow any other name to be placed on any Item that might be interpreted as a claim to a lien thereon.

Section 4.4. Insurance; Damage or Destruction. Purchaser will provide public liability insurance and physical damage and loss acceptable to Bank with respect to the Equipment in amounts not less than those specified in Exhibit "B" with either a responsible insurance company authorized to do business in the State or an actuarially sound self-insurance program. Each policy will name Bank as an additional insured and loss payee and provide that it may be altered or canceled only after thirty (30) days' prior written notice to Bank. On demand, Purchaser will deliver to Bank evidence satisfactory to Bank showing the existence of such insurance, and will deliver to Bank evidence satisfactory to Bank showing renewal or replacement of such insurance within thirty (30) days prior to expiration or cancellation. If Purchaser fails to maintain such insurance, Bank may obtain such insurance as Bank deems necessary, and Purchaser will reimburse Bank for all premiums therefor, together with interest at the maximum rate permitted pursuant to Chapter 1204, Government Code, as amended, or other applicable law then in effect. Purchaser assumes all risk of loss to the Equipment. Purchaser will immediately notify Bank of any loss for which an insurance claim may be made, and shall, at Purchaser's option: (a) Exercise its option to prepay under Section 2.3; or (b) Place any damaged Items in as good a condition as before such damage, and replace any missing Items with similar equipment of at least equal value. Any such replacement will be subject to this Agreement, and Purchaser hereby grants to Bank a security interest therein free of all liens.

Section 4.5. Taxes. Purchaser shall, to the extent permitted by law, pay when due and indemnify Bank against all taxes and charges of any nature imposed against Bank, Purchaser or the Equipment with respect to the Equipment or its purchase, ownership, delivery, leasing, possession, use, or disposition, or upon the rentals or earnings therefrom, or with respect to the Agreement, unless Purchaser is contesting such in good faith and by appropriate proceedings. If any report or return is required with respect to any obligation of Purchaser under this Section, Purchaser will notify Bank and make such report or return in a manner satisfactory to Bank.

Section 4.6. Indemnification. To the extent permitted by applicable law, Purchaser will indemnify, protect, and hold harmless Bank or any assignee or transferee of Bank and their respective agents and servants from and against all claims, causes of action, damages, liability (including strict liability in tort), costs, fees, penalties or expenses (including attorney's fees) incurred in any manner by or for the account of any of them relating to the Equipment or any part thereof, including without limitation, the construction, purchase, delivery, installation, ownership, leasing or return of the Equipment as a

result of the use, maintenance, repair, replacement, operation or condition thereof (whether defects are latent or discoverable by Bank or by Purchaser) except such as may result from the gross negligence or willful misconduct of Bank, or any assignee or transferee thereof and their respective agents and servants. This Section will be effective from the date the first Item of Equipment is ordered. Purchaser agrees to give Bank prompt notice of any claim or liability hereby indemnified against. Bank agrees to cooperate with Purchaser in any defense or other action which Purchaser is obligated to undertake.

Section 4.7. Mortgages, Liens, Etc. Purchaser will not directly or indirectly create, incur, assume, or permit the existence of any mortgage, security interest, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment, title thereto or any interest therein except the respective rights of Bank and Purchaser as herein provided and liens for taxes either not yet due or being contested in good faith and by appropriate proceedings. Purchaser will promptly, at its own expense, take such actions as may be necessary duly to discharge any such mortgage, security interest, pledge, lien, charge, encumbrance, or claim not specifically excepted above.

V. Events of Default and Remedies.

Section 5.1. Events of Default. The following will be Events of Default: (a) Purchaser's failure to pay any payment hereunder within 10 days after it is due; (b) Purchaser's failure to maintain the insurance required under Section 4.4; (c) Purchaser's failure to perform any covenant, condition or agreement under this Agreement within 30 days after written notice from Bank requesting that such failure be remedied; (d) Any representation or warranty made by Purchaser to Bank is materially false or misleading when made; (e) Purchaser becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver, or a trustee or a receiver is appointed for Purchaser for a substantial part of its property without its consent and is not dismissed within a period of sixty (60) days, or bankruptcy, reorganization or insolvency proceedings are instituted by Purchaser; and, (f) Purchaser defaults in any other material agreement to which Purchaser is a party with third parties resulting in a right by such third parties to accelerate the maturity of Purchaser's obligations under such other agreement, and such obligations materially impair Purchaser's ability to pay its obligations to Bank under this Agreement.

Section 5.2. Remedies. Whenever an Event of Default has occurred, Bank may exercise any one or more of the following remedies: (a) By written notice to Purchaser, declare all amounts coming due for all Equipment to be immediately due and payable; (b) Take possession of the Equipment wherever the Equipment is located, without demand or notice, without any court order or other process of law, sell or lease it and retain the proceeds, holding Purchaser liable for an amount equal to (i) all amounts payable hereunder less (ii) the proceeds of such sale or lease; provided however, if the proceeds of such sale or lease exceed the amount required to compensate Bank for all payments contemplated under this Agreement plus any expenses related to said sale or lease, any costs to repair or replace the Equipment and any other expenses related thereto, then such excess proceeds will be paid to Purchaser; (c) Require Purchaser to deliver the Equipment to a location designated by Bank; (d) Proceed by court action to enforce performance by Purchaser of any terms of this Agreement and/or to recover all damages and expenses incurred by Bank by reason of any Event of Default; and (e) Exercise any other right or remedy available to Bank at law or in equity. Also, Purchaser shall pay Bank all costs and expenses (including reasonable legal fees and costs) incurred by Bank in enforcing any of the terms, conditions or provisions of this Agreement. Upon repossession or surrender of any Equipment, Bank shall lease, sell or otherwise dispose of the Equipment in a commercially reasonable manner, with or without notice and at public or private sale, and apply the net proceeds thereof (after deducting all expenses (including reasonable legal fees and costs) incurred in connection therewith) to the amounts owed to Bank hereunder; provided, however, that Purchaser shall remain liable to Bank for any deficiency that remains after any sale or lease of such Equipment to the extent permitted by law. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

Section 5.3. No Remedy Exclusive; Repossession. (a) No remedy herein is exclusive, and every remedy is in addition to every other remedy at law or in equity. No delay in exercising or failure to exercise any right or power will be a waiver thereof. No notice will be necessary to entitle Bank to exercise any remedy, except as required in this Article. To the extent permitted by law, Purchaser waives any requirements of law, now or hereafter in effect, that might limit or modify Bank's remedies; (b) If Bank is entitled to repossess the Equipment, Purchaser shall, if Bank requests, make it available at a reasonable place designated by Bank and execute and deliver such documents as may be required to establish clear title to the Equipment in Bank. Purchaser will bear all costs of removal and delivery of the Equipment and repairs to Purchaser's property.

VI. Representations, Covenants and Warranties of Purchaser.

Section 6.1. Representations, Covenants and Warranties of Purchaser. (a) Purchaser represents, covenants and warrants for the benefit of Bank that Purchaser is a political subdivision of the State with statutory authority to enter into this Agreement, and has been duly authorized to execute, deliver and carry out its obligations under this Agreement and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body politic and corporate. Purchaser is not subject to any legal or contractual provision that restricts or prevents it from entering into and performing its obligations under this Agreement, except laws affecting creditors' rights generally. There is no known pending or threatened action, proceeding, or investigation affecting Purchaser, nor to the best knowledge of Purchaser, is there any basis therefor, wherein an unfavorable result would adversely affect this Agreement; and (b) The Equipment is and will remain personal property, and not fixtures. The execution and performance of this Agreement will not violate any judgment, order, law or regulation, constitute a default under any instrument binding upon Purchaser, or create any encumbrance upon any assets of Purchaser or the Equipment, except as herein provided. Purchaser has never non-appropriated or defaulted under any of its obligations under any lease-purchaser contract, bond, or other debt obligation. Purchaser has been duly authorized to execute and deliver this Agreement under the terms and provisions of its duly adopted resolution and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the due authorization of this Agreement. No approval, consent, or withholding of objection is required from any governmental authority other than Purchaser with respect to the entering into or performance by Purchaser of this Agreement. The balance sheet of Purchaser for its most recent Fiscal Year and the related earnings statement of Purchaser for such Fiscal Year have been furnished to Bank and fairly present Purchaser's financial condition as of such date and the results of its operations for such fiscal year in accordance with generally accepted accounting principles consistently applied, and since such date there has been no material adverse change in such condition or operations.

Section 6.2. Opinion of Counsel. Upon Bank's request, Purchaser will deliver to Bank an opinion of Purchaser's legal counsel on and as of the date of this Agreement or any time deemed reasonably appropriate by Bank, with respect to the matters in Section 6.1 and such other matters as Bank reasonably requests. In addition, Purchaser agrees to provide Bank with any other documents reasonably requested by Bank prior to Bank's funding of this Agreement.

Section 6.3. Financial Statements. Purchaser shall keep its books and records in accordance with generally accepted accounting principles. Purchaser agrees that it will furnish Bank Purchaser's current audited financial statements within 120 days of each Fiscal Year end including (i) a balance sheet, (ii) statement of revenues, expenses and changes in fund balances, (iii) statement of cash flows, (iv) operating fund budget analysis, and (v) appropriate notes, schedules and attachments to the financial statements; and permit Bank or its agents and representatives to inspect Purchaser's books and records and make extracts therefrom. Purchaser represents and warrants to Bank that all financial statements which have been delivered to Bank fairly and accurately reflect Purchaser's financial condition and there has been no material adverse change in Purchaser's financial condition as reflected in the financial statements since the date thereof.

VII. Assignments.

Bank may assign and grant a security interest in any of its rights or interests in this Agreement or the Equipment. Bank or any future assignee will notify Purchaser of the assignment and provide the name and address of the assignee to Purchaser. PURCHASER WILL NOT ASSIGN OR GRANT A SECURITY INTEREST IN THIS AGREEMENT OR THE EQUIPMENT, IN WHOLE OR IN PART.

VIII. Bank's Rights to Perform for Purchaser.

(a) Subject to the limitations set forth within this Agreement, if Purchaser fails to perform or comply with any of its agreements contained herein, Bank may, but will not be required to, make any payment or perform or comply with any covenant or agreement contained herein, and all reasonable expenses of Bank incurred in connection therewith will be payable by Purchaser upon demand, together with interest at the maximum rate of interest allowed under Chapter 1204, Government Code, as amended, or other applicable law then in effect from the date of payment to the date of reimbursement; (b) Purchaser will promptly and duly (i) execute and deliver to Bank such further documents or instruments of further assurance and take such further action as Bank may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created

in favor of Bank hereunder, at the expense of Purchaser; or (ii) authorize Bank to file financing statements describing the Equipment.

IX. Miscellaneous.

This Agreement will be governed by the laws of the State. If a provision of this Agreement is invalid or unenforceable, the remainder may be enforced to the fullest extent permitted by law. This Agreement and each Acceptance Certificate may be executed in multiple original counterparts. This Agreement will bind and inure to the benefit of the parties' permitted successors and assigns. The headings herein will not in any way affect this Agreement. This Agreement is the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof. This Agreement may not be amended, changed or modified except by written agreement executed by both parties hereto. Any waiver by Bank, implied or written, shall not constitute consent for any other breach of the same or other provision. All representations, warranties and covenants made by Purchaser shall survive termination of this Agreement. Upon demand, Purchaser will promptly reimburse Bank for any filing or recordation fees or expenses (including reasonable legal fees and costs) incurred by Purchaser in perfecting or protecting its interests in the Equipment and under this Agreement. Purchaser shall promptly execute and deliver to Bank such documents and take such further action as Bank may from time to time reasonably request to carry out the intent and purpose of this Agreement and to protect the rights and remedies of Bank created or intended to be created hereunder. Service of all notices under this Agreement shall be sufficient if mailed to the respective party at its address set forth herein or at such other address as the parties may provide to each other in writing from time to time. Any such notice mailed to said address shall be effective when deposited in the United States mail, duly addressed with first class postage prepaid. Notwithstanding anything contained in this Agreement to the contrary, in no event shall interest contracted for, charged or received hereunder, plus any other charges in connection herewith that constitute interest on this Agreement under applicable law, result in a "net effective interest rate" as defined in Section 271.003(6) of the Local Government Code, as amended, in excess of the net effective rate at which public securities may be issued in accordance with Chapter 1204, Government Code, as amended. The amounts of such interest or other charges previously paid to Bank in excess of the amounts permitted by the preceding sentence shall be applied by Bank to reduce the principal of the indebtedness incurred by Purchaser pursuant to this Agreement, or, at the option of Bank, be refunded. To the extent permitted by Chapter 1204, Government Code, as amended, or other applicable law then in effect, determination of the maximum net effective interest rate shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of this Agreement and such indebtedness, all interest at any time contracted for, charged or received from Purchaser hereof in connection with the indebtedness evidenced hereby, so that the actual rate of interest on such indebtedness is uniform throughout the term hereof. Interest on the unpaid amounts under this Agreement shall be computed as simple interest.

[Signatures on the following page.]

IN WITNESS WHEREOF, Purchaser and Bank have executed this Agreement as of the date first above written.

CITY OF ROUND ROCK, TEXAS

(S E A L)

By: Craig Morgan

Title: Mayor

Attest:

Sara White, City Clerk

Notice address:
The City of Round Rock
221 East Main Street
Round Rock, Texas 78664

THE FROST NATIONAL BANK

By: HARRY KAPLUN, President of Frost Leasing

Notice address:
The Frost National Bank
P.O. Box 59
San Antonio, Texas 78291-0059
Attention: Leasing Department



THE FROST NATIONAL BANK
c/o Frost Leasing
100 West Houston Street
San Antonio, Texas 78205

Exhibit "A"

Acceptance Certificate

Number 1 dated as of September 14, 2017

The undersigned Purchaser, having entered into a Municipal Equipment Lease/Purchase Agreement dated September 14, 2017, (the "Agreement"), with THE FROST NATIONAL BANK ("Bank"), does hereby certify to Bank that:

1. The equipment listed in the attached Exhibit B (the "Equipment") dated September 14, 2017 is of a size, design, capacity, and manufacture selected by Purchaser, is in good condition and has been satisfactorily delivered and installed. Purchaser hereby expressly assumes all responsibilities in connection with the delivery and installation thereof;
2. Purchaser is satisfied that the Equipment is suitable for Purchaser's purposes;
3. The Purchaser has complied with all applicable competitive bidding requirements in connection with the lease/purchase acquisition of the Equipment;
4. Unless otherwise indicated on Exhibit B, the Equipment is new and unused on the date hereof except for routine testing and inspection;
5. Upon payment of the purchase price to the Vendors indicated in Exhibit B, there will be no liens, security interests, or encumbrances against the Equipment except the interest of Bank under the Agreement;
6. The Equipment is personal property and will not become either real property, fixtures or inventory;
7. Purchaser authorizes Bank to pay the Vendors indicated in Exhibit B for the Equipment;
8. The representations and warranties of Purchaser contained in the Agreement are true and correct in all material respects as of the date of this certificate;
9. There exists no Event of Default or condition which, but for the passing of time or giving of notice or both, would constitute an Event of Default under the Agreement nor has there been any material change or difference in the Purchaser's covenants, representations or ability to meet its obligations under the Agreement; and
10. The lease/purchase of the Equipment as shown on the attached Exhibit B has been duly authorized by the governing body of the Purchaser.

Dated: _____

[Signatures on the following page.]

CITY OF ROUND ROCK, TEXAS

(S E A L)

By: Craig Morgan

Title: Mayor

Attest:

Sara White, City Clerk



THE FROST NATIONAL BANK
c/o Frost Leasing
100 West Houston Street
San Antonio, Texas 78205

Exhibit "B"

Number 1 dated as of September 14, 2017

1. ITEMS OF EQUIPMENT COVERED BY THIS AGREEMENT:

SEE ATTACHED EQUIPMENT LIST, which is incorporated into this Exhibit "B": as if fully set forth herein.

Equipment Location:

City of Round Rock, Texas
221 East Main Street
Round Rock, Texas 78664

2. PAYMENT AUTHORIZATION SCHEDULE:

Equipment Cost (per vendors invoice)	\$3,000,000.00
Less Trade-In Allowance	\$0
Less Down Payment	\$0
Equals Amount Financed	\$3,000,000.00

Purchaser will pay 10 periodic payments of \$314,194.58 each on a semi-annual basis starting March of 2018. Each due date is an Optional Payment Date.

SEE ATTACHED PAYMENT AMORTIZATION REPORT, which is incorporated into this Exhibit "B" as if fully set forth herein.

3. THIS AGREEMENT COMPRISES INTEREST AT AN ANNUAL PERCENTAGE RATE OF 1.6990%.

The Installment Payments herein will be composed of principal and interest. In the event of changes in the Annual Percentage Rate due to events as outlined in Section 1.7 of this Agreement (Tax Certification and Indemnification), this payment and amortization schedule will be modified based on Bank's equivalent taxable annual percentage rate in order to preserve Bank's anticipated after tax yield, subject to the limitations set forth in Article IX of this Agreement.

4. Insurance to be provided by Purchaser with respect hereto is as follows:

SEE ATTACHED CERTIFICATE OF COVERAGE, which is incorporated into this Exhibit "B" as if fully set forth herein.

5. PURCHASER'S BILLING ADDRESS:

Name: City of Round Rock, Texas
Address: 221 East Main Street
City, State & Zip: Round Rock, Texas 78664

6. **ADDRESS PAYMENTS TO (Place of Payment):**

The Frost National Bank
P.O. Box 59
San Antonio, Texas 78291-0059
Attention: Leasing Department

7. **PREPAYMENT – OPTION PRICE:**

The Option Price will be determined by taking the remaining Principal Balance in 2. above and multiplying that amount by 0% and adding any interest accrued through the date said Option Price is paid.

Dated: _____

CITY OF ROUND ROCK, TEXAS

(S E A L)

By: Craig Morgan

Title: Mayor

Attest:

Sara White, City Clerk

EXHIBIT "B"

List of Equipment:

#	Year/Make/Model	VIN / SERIAL NO.
1	2017 PIER FT SIDDONS-MARTIN EP804488-395 20, ARROW - FIRE TRUCK	4P1BCAGF9HA017070
2	TORO GM360 - RIDING MOWER	SERIAL# 316000179
3	2017 FREIGHTLINER M2106 DUMP TRUCK	1FVHCYFE2JHJ8375
4	2017 FORD EXPEDITION	1FMJU1FT2HEA50845
5	2017 FORD F150	1FTEX1CF7HKC48334
6	2017 FORD F150	1FTEW1EF9HKC48318
7	2017 FORD F250	1FT7X2A61HEC34218
8	2017 FORD F450	1FD0W4GY2HEC34295
9	2017 FORD F350	1FD8W3A63HEC34293
10	2017 FORD F350	1FT8W3A6XHEC34294
11	2017 FORD F250	1FTBF2A64HEC23887
12	2017 FORD F250	1FT7W2A69HEC34292
13	2017 FORD F450	1FDUF4GY3HEC34291
14	2017 FORD F150	1FTEX1C87HKC48335
15	2017 FORD F150	1FTEX1E81HKC48344
16	2017 FORD F150	1FTEX1E86HKC48341
17	2017 FORD F150	1FTEX1E8XHKC48343
18	2017 FORD F350	1FD8X3B66HEC34297
19	2017 FORD EXPEDITION	1FMJU1FT4HEA50846
20	2017 FORD F250	1FD7X2A65HEC34296
21	2017 FORD TAURUS	1FAHP2D82HG111457
22	2017 FORD F150	1FTEW1CF2HKC48289
23	2017 FORD F150	1FTEW1CF9HKC48287
24	2017 FORD F150	1FTEW1CF0HKC48288
25	2017 FORD F150	1FTEW1CF0HKC48291
26	2017 FORD F350	1FT8W3BT9HEC47008
27	2017 FORD F150	1FTEW1E82HFA99535
28	2017 FORD POLICE INTERCEPTOR UTILITY SUV	1FM5K8AR4HGB93733
29	2017 FORD POLICE INTERCEPTOR UTILITY SUV	1FM5K8AR6HGB93734
30	2017 FORD POLICE INTERCEPTOR UTILITY SUV	1FM5K8AR5HGB93742
31	2017 FORD POLICE INTERCEPTOR UTILITY SUV	1FM5K8ARXHGB93736
32	2017 FORD POLICE INTERCEPTOR UTILITY SUV	1FM5K8AR0HGB93731
33	2017 FORD POLICE INTERCEPTOR UTILITY SUV	1FM5K8AR2HGB93732
34	2017 FORD POLICE INTERCEPTOR UTILITY SUV	1FM5K8AR7HGB93743
35	2017 FORD POLICE INTERCEPTOR UTILITY SUV	1FM5K8AR5HGB93739
36	VERMEER HG4000 BRUSH AND TREE CHIPPER – HORIZONTAL GRINDER	1VRC363H0G1001033

Prepared by: Frost Leasing

InfoAnalysis

8/29/2017 10:45:57 AM

Payment Amortization Report

File Name: RoundRock\$2,250,000_8-12-15.iadx

Customer: City of Round Rock

Interest Rate: 1.6930% (Monthly) 1.6990% (Semi-Annual)

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	9/17	0.00	0.00	0.00	3,000,000.00	0.00	0.00	3,000,000.00
1	10/17	0.00	0.00	0.00	3,000,000.00	4,232.54	4,232.54	3,004,232.54
2	11/17	0.00	0.00	0.00	3,000,000.00	4,238.51	8,471.06	3,008,471.06
3	12/17	0.00	0.00	0.00	3,000,000.00	4,244.49	12,715.55	3,012,715.55
2017		0.00	0.00	0.00		12,715.55		
4	1/18	0.00	0.00	0.00	3,000,000.00	4,250.48	16,966.04	3,016,966.04
5	2/18	0.00	0.00	0.00	3,000,000.00	4,256.48	21,222.52	3,021,222.52
6	3/18	314,194.58	288,709.58	25,485.00	2,711,290.42	4,262.48	0.00	2,711,290.42
7	4/18	0.00	0.00	0.00	2,711,290.42	3,825.22	3,825.22	2,715,115.64
8	5/18	0.00	0.00	0.00	2,711,290.42	3,830.61	7,655.83	2,718,946.25
9	6/18	0.00	0.00	0.00	2,711,290.42	3,836.02	11,491.85	2,722,782.27
10	7/18	0.00	0.00	0.00	2,711,290.42	3,841.43	15,333.28	2,726,623.70
11	8/18	0.00	0.00	0.00	2,711,290.42	3,846.85	19,180.13	2,730,470.55
12	9/18	314,194.58	291,162.17	23,032.41	2,420,128.25	3,852.28	0.00	2,420,128.25
13	10/18	0.00	0.00	0.00	2,420,128.25	3,414.43	3,414.43	2,423,542.68
14	11/18	0.00	0.00	0.00	2,420,128.25	3,419.25	6,833.68	2,426,961.93
15	12/18	0.00	0.00	0.00	2,420,128.25	3,424.07	10,257.76	2,430,386.00
2018		628,389.17	579,871.75	48,517.41		46,059.62		
16	1/19	0.00	0.00	0.00	2,420,128.25	3,428.90	13,686.66	2,433,814.91
17	2/19	0.00	0.00	0.00	2,420,128.25	3,433.74	17,120.40	2,437,248.65
18	3/19	314,194.58	293,635.59	20,558.99	2,126,492.65	3,438.59	0.00	2,126,492.65
19	4/19	0.00	0.00	0.00	2,126,492.65	3,000.16	3,000.16	2,129,492.81
20	5/19	0.00	0.00	0.00	2,126,492.65	3,004.39	6,004.55	2,132,497.20
21	6/19	0.00	0.00	0.00	2,126,492.65	3,008.63	9,013.18	2,135,505.83
22	7/19	0.00	0.00	0.00	2,126,492.65	3,012.87	12,026.05	2,138,518.70
23	8/19	0.00	0.00	0.00	2,126,492.65	3,017.12	15,043.17	2,141,535.83
24	9/19	314,194.58	296,130.03	18,064.56	1,830,362.63	3,021.38	0.00	1,830,362.63
25	10/19	0.00	0.00	0.00	1,830,362.63	2,582.36	2,582.36	1,832,944.99
26	11/19	0.00	0.00	0.00	1,830,362.63	2,586.01	5,168.37	1,835,531.00
27	12/19	0.00	0.00	0.00	1,830,362.63	2,589.65	7,758.02	1,838,120.65

	2019	628,389.17	589,765.62	38,623.54	36,123.81			
28	1/20	0.00	0.00	0.00	1,830,362.63	2,593.31	10,351.33	1,840,713.96
29	2/20	0.00	0.00	0.00	1,830,362.63	2,596.97	12,948.30	1,843,310.93
30	3/20	314,194.58	298,645.65	15,548.93	1,531,716.97	2,600.63	0.00	1,531,716.97
31	4/20	0.00	0.00	0.00	1,531,716.97	2,161.02	2,161.02	1,533,877.99
32	5/20	0.00	0.00	0.00	1,531,716.97	2,164.07	4,325.09	1,536,042.06
33	6/20	0.00	0.00	0.00	1,531,716.97	2,167.12	6,492.21	1,538,209.18
34	7/20	0.00	0.00	0.00	1,531,716.97	2,170.18	8,662.39	1,540,379.36
35	8/20	0.00	0.00	0.00	1,531,716.97	2,173.24	10,835.63	1,542,552.60
36	9/20	314,194.58	301,182.65	13,011.94	1,230,534.33	2,176.31	0.00	1,230,534.33
37	10/20	0.00	0.00	0.00	1,230,534.33	1,736.10	1,736.10	1,232,270.42
38	11/20	0.00	0.00	0.00	1,230,534.33	1,738.55	3,474.64	1,234,008.97
39	12/20	0.00	0.00	0.00	1,230,534.33	1,741.00	5,215.64	1,235,749.97
		-----	-----	-----		-----		
	2020	628,389.17	599,828.30	28,560.87		26,018.48		
40	1/21	0.00	0.00	0.00	1,230,534.33	1,743.46	6,959.10	1,237,493.42
41	2/21	0.00	0.00	0.00	1,230,534.33	1,745.91	8,705.01	1,239,239.34
42	3/21	314,194.58	303,741.19	10,453.39	926,793.13	1,748.38	0.00	926,793.13
43	4/21	0.00	0.00	0.00	926,793.13	1,307.56	1,307.56	928,100.70
44	5/21	0.00	0.00	0.00	926,793.13	1,309.41	2,616.97	929,410.11
45	6/21	0.00	0.00	0.00	926,793.13	1,311.26	3,928.23	930,721.36
46	7/21	0.00	0.00	0.00	926,793.13	1,313.11	5,241.34	932,034.47
47	8/21	0.00	0.00	0.00	926,793.13	1,314.96	6,556.29	933,349.43
48	9/21	314,194.58	306,321.47	7,873.11	620,471.66	1,316.81	0.00	620,471.66
49	10/21	0.00	0.00	0.00	620,471.66	875.39	875.39	621,347.05
50	11/21	0.00	0.00	0.00	620,471.66	876.63	1,752.02	622,223.68
51	12/21	0.00	0.00	0.00	620,471.66	877.86	2,629.88	623,101.54
		-----	-----	-----		-----		
	2021	628,389.17	610,062.67	18,326.50		15,740.74		
52	1/22	0.00	0.00	0.00	620,471.66	879.10	3,508.98	623,980.64
53	2/22	0.00	0.00	0.00	620,471.66	880.34	4,389.32	624,860.98
54	3/22	314,194.58	308,923.68	5,270.91	311,547.98	881.58	0.00	311,547.98
55	4/22	0.00	0.00	0.00	311,547.98	439.55	439.55	311,987.53
56	5/22	0.00	0.00	0.00	311,547.98	440.17	879.71	312,427.70
57	6/22	0.00	0.00	0.00	311,547.98	440.79	1,320.50	312,868.48
58	7/22	0.00	0.00	0.00	311,547.98	441.41	1,761.91	313,309.89
59	8/22	0.00	0.00	0.00	311,547.98	442.03	2,203.94	313,751.93
60	9/22	314,194.58	311,547.98	2,646.60	0.00	442.66	0.00	0.00
		-----	-----	-----		-----		
	2022	628,389.17	620,471.66	7,917.51		5,287.63		
		=====	=====	=====		=====		
	Totals	3,141,945.83	3,000,000.00	141,945.83		141,945.83		



Certificate of Coverage

TMLIRP Contract Number: 3127 Member: Round Rock Mr. Michael Bennett Risk Manager 221 E Main Ave Ste 100 Round Rock, Texas 78664	Company Affording Coverage: Texas Municipal League Intergovernmental Risk Pool (TMLIRP) PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404
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Certificate Holder: Frost Bank 100 W Houston St, 3rd Floor San Antonio, TX 78205
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This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s).

Coverage is continuous until canceled.

General Liability Effective Date: 10/1/2016 Anniversary Date: 10/1/2017 Limits of Liability (Each Occurrence): \$1,000,000 Sudden Events Involving Pollution (Each Occurrence): \$1,000,000 Annual Aggregate: \$2,000,000 Deductible per Occurrence: \$2,500 Law Enforcement Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Annual Aggregate: _____ Deductible per Occurrence: _____ Errors and Omissions Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability(Each Wrongful Act): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	Real & Personal Property Effective Date: 10/1/2016 Anniversary Date: 10/1/2017 Limits of Coverage: \$316,035,033 Deductible per Occurrence: \$2,500 Mobile Equipment Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____ Boiler & Machinery - Broad Form Effective Date: _____ Anniversary Date: _____ Per Accident Limit: _____ Deductible per Occurrence: _____
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	Yes	No
Mortgagee	X	X
Loss Payee	X	
Loan Number:		

	Yes	No	
Loss Payee:	X		Loan Number:

Auto Liability Effective Date: 10/1/2016 Anniversary Date: 10/1/2017 Limits of Liability (Each Occurrence): \$1,000,000 Deductible per Occurrence: \$2,500 Auto Physical Damage Effective Date: 10/1/2016 Anniversary Date: 10/1/2017 Limits of Liability: ACV or Agreed Value as scheduled Collision Deductible: \$2,500 Comprehensive Deductible: \$2,500	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Year/Make/Model</th> <th style="width: 20%;">VIN</th> <th style="width: 50%;">Value</th> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	Year/Make/Model	VIN	Value																											
Year/Make/Model	VIN	Value																													

DESCRIPTION:
 Evidence of Coverage for Vehicles, Handheld Radios, Mobile Radios and other related Emergency Equipment located at Police/Fire or Public Works Department - value \$3,000,000. Solicitation #17-021

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Kris Reim

Date Issued:

8/29/2017

LESSOR OF EQUIPMENT

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and clarifies such coverage as is afforded by the provisions of the coverage shown below:

- ☒ **GENERAL LIABILITY**
☐ **AIRPORT OWNERS AND OPERATORS
GENERAL LIABILITY**

Entity Name :Round Rock
Entity ID :3127
Effective Date :9/14/17

It is understood that coverage is provided to the **Fund Member** for liability arising out of the maintenance, operation, or use by the **Fund Member** of equipment leased to the **Fund Member** by the person or organization set forth below, subject to the following additional exclusions:

1. Coverage does not apply to any **occurrence** which takes place after the equipment lease expires;
2. Coverage does not apply to **bodily injury** or **property damage** arising out of the sole negligence of the lessor of the equipment.

Lessor of Equipment

Name :Frost Bank
Address :100 W Houston Street, 3rd Floor
City, State & ZIP :San Antonio, TX 78205

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

LOSS PAYABLE CLAUSE - REAL & PERSONAL PROPERTY

This endorsement forms a part of the Declarations to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

COMPREHENSIVE PROPERTY COVERAGE

Entity Name : Round Rock
Entity ID : 3127
Effective Date : 9/14/17

Loss on the items shown below shall be payable to:

Name : Frost Bank
Address : 100 W Houston Street, 3rd Floor
City, State & ZIP : San Antonio, TX 78205

as mortgagee, loss payee or lienholder as their interest may appear at the time of loss.

Designation of Property

Location	Description	Value
Police, Fire, Public Works Depts Round Rock, TX	Vehicles, ,Handheld Radios, Mobile Radios and other related Emergency Equipment Solicitation #17-021	\$3,000,000

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

EP300
05/20/02



Mayor
Craig Morgan

Mayor Pro-Tem
Will Peckham

Councilmembers
Tammy Young
Rene Flores
Frank Leffingwell
Writ Baese
Kris Whitfield

City Manager
Laurie Hadley

City Attorney
Stephan L. Sheets

INCUMBENCY CERTIFICATE

We, the undersigned, hereby certify that we are the duly qualified and acting City Clerk, Sara L. White, of City of Round Rock, Texas ("Purchaser"); and, with respect to the Municipal Equipment Lease/Purchase Agreement dated as of September 22, 2017 (the "Agreement"), by and between Purchaser and Frost Bank, that we are the persons who hold the respective offices or positions set forth opposite their signatures below; that the signatures below written are true and correct signatures of said persons' and that as of the date of execution of the Agreement such persons were duly qualified and acting as the officers or position holders indicated below and duly authorized to execute the same:

Name	Office or Position	Signature
<u>Craig Morgan</u>	<u>Mayor</u>	_____
_____	_____	_____

Dated: September 14, 2017

By: Sara L. White

Title: City Clerk



Mayor
Craig Morgan

Mayor Pro-Tem
Will Peckham

Councilmembers
Tammy Young
Rene Flores
Frank Leffingwell
Writ Baese
Kris Whitfield

City Manager
Laurie Hadley

City Attorney
Stephan L. Sheets

ESSENTIAL USE LETTER

TO: Frost Bank
P.O. Box 1600
San Antonio, Texas 78296

RE: Municipal Equipment Lease/Purchase Agreement,
Lease Number One (1),

This letter is being written with respect to the use of the equipment ("Equipment") listed in the Equipment Schedule(s) identified by the Lease Number specified above.

Purchaser represents that the Equipment will be used by:

_____ for the following purposes:
(Department or Division Using the Equipment)

(State how and for what purpose the Equipment will be used)

Purchaser further represents that the use of the Equipment is essential to Purchaser's proper, efficient and economic operation; that Purchaser shall be the only entity to own, operate and use the Equipment, and that Purchaser will not do, or fail to do, any act if such act or failure to act will cause the interest portion of the lease payments to become subject to federal income taxation under the Internal Revenue Code of 1986, as amended.

CITY OF ROUND ROCK, TEXAS

Purchaser

By: _____
Purchaser's Authorized Signature

Craig Morgan, Mayor

Date

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

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Phone 512-255-8877 • fax 512-255-8986

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September 14, 2017

Lessee: City of Round Rock, Texas
Lessor: Frost National Bank
Re: Lease No. 1 dated September 14, 2017, together with its Municipal Lease/Purchase Agreement dated September 14, 2017, by and between the above-named Lessee and the above-named Lessor

Sir/Madam:

I have acted as counsel to Lessee with respect to Lease No. 1, the Municipal Lease/Purchase Agreement and its Addenda and Exhibits, and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of Texas (the "State"), duly organized, existing and operating under the Constitution and laws of the State of Texas.
2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements and all other documents related thereto have been duly authorized, approved and executed by and on behalf of Lessee, and each of the Agreements 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 creditors' remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).

5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization; approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.
6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee, and any of their assigns may rely upon this opinion.

Very truly yours,

Stephan L. Sheets,
City Attorney