

Lease Agreement Number MA-0010974

## Lease Agreement

This Master Lease Agreement (hereinafter "Lease Agreement"), dated July 7, 2022 is by and between HUNTINGTON TECHNOLOGY FINANCE, INC. (the "Lessor") with an office located at 2285 Franklin Road, Suite 100, Bloomfield Hills, MI 48302 and CITY OF COLUMBIA, MISSOURI (the "Lessee") with an office located at 701 East Broadway, Columbia, Missouri 65205, and is entered into on the date of the last signatory below (hereinafter "Effective Date").

Lessor hereby leases or grants to the Lessee the right to use and Lessee hereby rents and accepts the right to use the tangible property and equipment whether or not listed by serial number (together with all replacements, substitutions, parts, additions, accessions and accessories at any time incorporated therein or made a part thereof, "Hardware"), and software, general intangibles and related services ("Software") on the Lease Schedule(s) attached hereto or incorporated herein by reference from time to time (collectively, the Hardware, Software and all related services are the "Equipment"), subject to the terms and conditions hereof, as supplemented with respect to each item of Equipment by the terms and conditions set forth in the appropriate Lease Schedule. The term "Lease Agreement" shall include this Lease Agreement and the various Lease Schedule(s) identifying each item of Equipment or the appropriate Lease Schedule(s) identifying one or more particular items of Equipment.

### 1. Term

This Lease Agreement is effective from the date it is executed by both parties. The term of this Lease Agreement, as to all Equipment designated on any particular Lease Schedule, shall commence on the Installation Date for all Equipment on such Lease Schedule and shall continue for an initial period ending that number of months from the Commencement Date as set forth in such Lease Schedule (the "Initial Term") and shall continue from year to year thereafter until terminated. The term of this Lease Agreement as to all Equipment designated on any particular Lease Schedule may be terminated without cause at the end of the Initial Term or any year thereafter by either party mailing written notice of its termination to the other party not less than one-hundred twenty (120) days prior to such termination date. In no event shall any Lease Schedule be effective if entered into after fifteen (15) years of Effective Date of this Lease Agreement. If not otherwise terminated sooner, this Lease Agreement shall automatically terminate after fifteen (15) years of Effective Date or after all existing and authorized Lease Schedules end, whichever date is later.

### 2. Commencement Date

The Installation Date for each item of Equipment shall be the day said item of Equipment is installed at the Location of Installation, ready for use, and accepted in writing by the Lessee. The Commencement Date for any Lease Schedule is the first of the month following installation of all the Equipment on the Lease Schedule, unless the latest Installation Date for any Equipment on the Lease Schedule falls on the first day of the month, in which case such date shall be the Commencement Date. The Lessee is committed to lease Equipment associated with the Lease Schedule and agrees to complete, execute and deliver to Lessor one or more Certificate(s) of Acceptance listing the specific items of Equipment to be leased upon installation of such Equipment.

### 3. Lease Charge

The lease charges for the Equipment leased pursuant to this Lease Agreement shall be the aggregate "Monthly Lease Charge(s)" as set forth on each and every Lease Schedule executed pursuant hereto (the aggregate "Monthly Lease Charge(s)" are the "Lease Charges"). Lessor and Lessee agree that the fair market value of the use of the Equipment leased on

any Lease Schedule hereunder shall be the Monthly Lease Charge as set forth on such Lease Schedule. Lessee agrees to pay to Lessor the Lease Charges in accordance with the Lease Schedule(s), and the payments shall be made at Lessor's address indicated thereon. The Lease Charges shall be paid by Lessee monthly in advance with the first full month's payment due on the Commencement Date. The Lease Charge for the period from the Installation Date to the Commencement Date (the "Installation Period") shall be an amount equal to the "Monthly Lease Charge" divided by thirty (30) and multiplied by the number of days from and including the Installation Date to the Commencement Date and such amount shall be due and payable upon receipt of an invoice from Lessor. Charges for taxes made in accordance with Section 4 and charges made under any other provision of this Lease Agreement and payable by Lessee shall be paid to Lessor at Lessor's address specified on the Lease Schedule(s) on the date specified in invoices delivered to Lessee. If payment, as specified above, is not received by Lessor on the due date, Lessee agrees to and shall pay, to the extent permitted by law, on demand, as a late charge, an amount equal to one and one-half percent (1½%), or the maximum percentage allowed by law if less, of the amount past due ("Late Charges"), whichever charge is less. The parties agree that Late Charges shall be charged and added to any past due amount(s) on the date such payment is due and every thirty (30) days thereafter until all past due amounts are paid in full to Lessor. Late Charges will accrue until billed by Lessor.

### 4. Taxes

In addition to the Lease Charges set forth in Section 3, the Lessee shall reimburse Lessor for all license or registration fees, assessments, sales and use taxes, rental taxes, recycling, administrative or environmental fees, gross receipts taxes, personal property taxes and other taxes or fees now or hereafter imposed by any government, agency, province or otherwise upon the Equipment, the Lease Charges or upon the ownership, leasing, renting, purchase, possession, use, recycling or disposal of the Equipment, whether the same be assessed to Lessor or Lessee (the "Taxes"). Lessee's obligation to remit taxes and other non-rent related charges shall be due and payable upon invoice from Lessor in accordance with the terms of such invoice. Lessor shall file all property tax returns and pay all Taxes when due.



Lessee, upon notice to Lessor, may, in Lessee's own name, contest or protest any Taxes, and Lessor shall honor any such notice except when in Lessor's sole opinion such contest is futile or will cause a levy or lien to arise on the Equipment or cloud Lessor's title thereto. Lessee shall, in addition, be responsible to Lessor for the payment and discharge of any penalties or interest as a result of Lessee's actions or inactions. Nothing herein shall be construed to require Lessee to be responsible for any federal or state taxes or payments in lieu thereof, imposed upon or measured by the net income of Lessor, or state franchise taxes of Lessor, or except as provided hereinabove, any penalties or interest resulting from Lessor's failure to timely remit such tax payments.

#### **5. Delivery and Freight Costs**

Lessee shall inspect, test, and either accept or reject the Equipment before such time as the applicable vendor requires payment for such Equipment.

All transportation charges upon the Equipment for delivery to Lessee's designated Location of Installation are to be paid by Lessee. All rigging, drayage charges, structural alterations, rental of heavy equipment and/or other expense necessary to place the Equipment at the Location of Installation are to be promptly paid by Lessee.

#### **6. Installation**

Lessee agrees to pay for the actual installation of the Equipment at Lessee's site. Lessee shall make available and agrees to pay for all costs associated with providing a suitable place of installation and necessary electrical power, outlets and air conditioning required for operating the Equipment as defined in the Equipment manufacturer's installation manual or instructions. All supplies consumed or required by the Equipment shall be furnished and paid for by Lessee.

#### **7. Return to Lessor**

On the day following the last day of the lease term associated with a Lease Schedule (the "Return Date"), Lessee shall cause and pay for the Equipment listed on that Lease Schedule to be deinstalled, packed using the manufacturer's standard packing materials and shipped to a location designated in writing by Lessor (the "Return Location"). All parties agree the Return Location shall be a destination located within the United States. If the manufacturer requires particular packaging materials of the Equipment, then Lessee will not be responsible for any delays to returning the equipment until at least fifteen (15) days after all of that packaging has arrived for shipping if it is received after the Return Date. If the Equipment listed on the applicable Lease Schedule is not at the Return Location within ten (10) days of the Return Date, or Lessee fails to deinstall and ship the Equipment on the Return Date, then any written notice of termination delivered by Lessee shall automatically become void, and the Lease Schedule shall continue in accordance with this Lease Agreement. Irrespective of any other provision hereof, Lessee will bear the risk of damage from fire, the elements or otherwise until delivery of the Equipment to the Return Location. At such time as the Equipment is delivered to the Lessor at the Return Location, the Equipment will be at the risk of Lessor.

#### **8. Maintenance**

Lessee, at its sole expense, shall maintain the Equipment in good working order and condition. Lessee shall enter into, pay for and maintain in force during the entire term of any Lease Schedule, a maintenance agreement with the manufacturer of the Equipment providing for continuous uninterrupted maintenance of the Equipment (the "Maintenance Agreement"). Upon Lessor's request, Lessee shall provide a copy of each such Maintenance Agreement to Lessor. Lessee will cause the manufacturer to keep the Equipment in good working order in accordance with the provisions of the Maintenance Agreement and make all necessary adjustments and repairs to the Equipment. The manufacturer is hereby authorized to accept the directions of Lessee with respect thereto. Lessee agrees to allow the manufacturer full and free access to the Equipment. All maintenance and service charges, whether under the Maintenance Agreement or otherwise, and all expenses, if any, of

the manufacturer's customer engineers incurred in connection with maintenance and repair services, shall be promptly paid by Lessee. Lessee warrants that all of the Equipment shall be in good working order operating according to manufacturer's specification and eligible for the manufacturer's standard maintenance agreement upon delivery to and inspection and testing by the Lessor. If the Equipment is not free of physical defect or damage, operating according to manufacturer's specification, in good working order and/or eligible for the manufacturer's standard maintenance agreement, then Lessee agrees to reimburse Lessor for all costs, losses, expenses and fees associated with such equipment and the repair or replacement thereof.

#### **9. Location, Ownership and Use**

The Equipment shall, at all times, be the sole and exclusive property of Lessor. Lessee shall have no right or property interest therein, except for the right to use the Equipment in the normal operation of its business at the Location of Installation, or as otherwise provided herein. Lessee hereby assigns all of its rights (but none of its obligations) to Lessor under any purchase orders, invoices, or other contracts of sale with respect to the Equipment. If a court of competent jurisdiction determines that any Lease Schedule hereto is not a true lease (or a "finance lease") for purposes of the Uniform Commercial Code, but rather a secured financing, then Lessee shall be deemed to have granted, and hereby grants to Lessor, a first priority security interest in the Equipment leased thereunder together with all substitutions and replacements thereof and all attachments and accessories thereto and all proceeds (including insurance proceeds) thereof. The Equipment is and shall remain personal property even if installed in or attached to real property. Lessor shall be permitted to display notice of its ownership on the Equipment by means of a suitable stencil, label or plaque affixed thereto.

Lessee shall keep the Equipment at all times free and clear from all claims, levies, encumbrances and process and keep the Equipment at the Location of Installation, except Lessee may move the Equipment to another of its business locations with the continental United States of America if (and only if) it notifies Lessor of the removal within 30 days thereafter (however items intended for travel such as laptop computers may be temporarily removed from the Location of Installation without complying with the foregoing if they remain domiciled at the Location of Installation). Lessee shall give Lessor immediate notice of any such attachment or other judicial process affecting any of the Equipment. Without Lessor's written permission, Lessee shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; or (iv) dispose of any item of Equipment. Lessee shall not cause the Equipment to be located outside of the United States. If any item of Equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "New Equipment") without Lessor's prior written consent, then all of the New Equipment shall become Equipment owned by Lessor subject to this Lease Agreement and the applicable Lease Schedule.

Any feature(s) installed on the Equipment at the time of delivery which are not specified on the Lease Schedule(s) are and shall remain the sole property of the Lessor.

Lessee shall cause the Equipment to be operated in accordance with the applicable vendor's or manufacturer's manual of instructions by competent and qualified personnel.

#### **10. Financing Statement**

Lessor is hereby authorized by Lessee to cause this Lease Agreement or other instruments, including Uniform Commercial Code Financing Statements, to be filed or recorded for the purposes of showing Lessor's interest in the Equipment. Lessee agrees to execute any such instruments of reasonable assurances or certifications, as determined in the sole discretion Lessee, as Lessor may request from time to time. In no event shall this section be interpreted as Lessee being required to execute an instrument with material obligations beyond the general terms and conditions of this Agreement.



**11. Alterations and Attachments**

Upon prior written notice to Lessor, Lessee may, at its own expense, make minor alterations in or add attachments to the Equipment, provided such alterations and attachments shall not interfere with the normal operation of the Equipment and do not otherwise involve the pledge, assignment, exchange, trade or substitution of the Equipment or any component or part thereof. All such alterations and attachments to the Equipment shall become part of the Equipment leased to Lessee and owned by Lessor. If, in Lessor's sole determination, the alteration or attachment reduces the value of the Equipment or interferes with the normal and satisfactory operation or maintenance of any of the Equipment, or creates a safety hazard, Lessee shall, upon notice from Lessor to that effect, promptly remove the alteration or attachment at Lessee's expense and restore the Equipment to the condition the Equipment was in just prior to the alteration or attachment.

**12. Loss and Damage**

Lessee shall assume and bear the risk of loss, theft and damage (including any governmental requisition, condemnation or confiscation) to the Equipment and all component parts thereof from any and every cause whatsoever, whether or not covered by insurance. No loss or damage to the Equipment or any component part thereof shall impair any obligation of Lessee under this Lease Agreement, which shall continue in full force and effect except as hereinafter expressly provided. Lessee shall repair or cause to be repaired all damage to the Equipment. In the event that all or part of the Equipment shall, as a result of any cause whatsoever, become lost, stolen, destroyed or otherwise rendered irreparably unusable or damaged (collectively, the "Loss") then Lessee shall either (a) replace the Equipment subject to the Loss with equipment of identical model, manufacturer, and value, and in the condition required under this Lease Agreement ("Like Equipment") by causing the Like Equipment to be delivered to the Location of Installation or such address as otherwise provided in accordance with this Lease Agreement and ownership thereto conveyed to Lessor (lien free) in a manner satisfactory to Lessor (whereupon the Like Equipment will be subject to all of the terms and conditions of this Lease Agreement and the Lease Schedule in lieu of the Equipment subject to the Loss, and Lessee will be entitled to Lessor's interest in the Equipment subject to the Loss; or (b) within ten (10) days after the Loss, fully inform Lessor in writing of such a Loss and shall pay to Lessor the following amounts: (i) the Monthly Lease Charges (and other amounts) due and owing under this Lease Agreement at the time of the Loss (or Event of Default, as defined hereinafter), plus (ii) the Original Cost of the Equipment subject to the Loss (or Event of Default, as defined hereinafter) multiplied by the "Percent of Original Cost." The Original Cost of a particular item of Equipment shall be Lessee's original purchase price of such item at the time of its purchase or payment to the applicable vendor by Lessor, plus additional or related charges such as taxes, delivery and freight, installation, maintenance, etc. The Percent of Original Cost shall be the Per Payment Factor multiplied by the number of lease payments Lessor has received from Lessee during the Initial Term subtracted from 112 and then divided by 100. The Per Payment Factor is the sum of 112 multiplied by 0.8 divided by the number of Monthly Lease Charges that are due during the Initial Term (collectively, the sum of (i) plus (ii) shall be the "Casualty Loss Value"). Upon receipt by Lessor of the Casualty Loss Value: (i) the applicable Equipment shall be removed from the Lease Schedule; and (ii) Lessee's obligation to pay Lease Charges associated with the applicable Equipment shall cease. Lessor may request, and Lessee shall complete, an affidavit(s) which swears out the facts supporting the Loss of any item of Equipment.

**13. Insurance**

Until the Equipment is returned to Lessor or as otherwise herein provided, whether or not this Lease Agreement has terminated as to the Equipment, Lessee, at its expense, shall maintain: (i) property and casualty insurance insuring the Equipment for its Casualty Loss Value naming Lessor or its assigns as sole loss payee; and (ii) commercial general liability

insurance insuring against liability for bodily injury and property damage naming Lessor and its assigns as additional insureds. The insurance shall cover the interest of both the Lessor and Lessee in the Equipment, or as the case may be, shall protect both the Lessor and Lessee in respect to all risks arising out of the condition, delivery, installation, maintenance, use or operation of the Equipment. All such insurance shall provide for thirty (30) days prior written notice to Lessor of cancellation, restriction, or reduction of coverage and shall have a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued on the Equipment. Prior to installation of the Equipment, all policies or certificates of insurance shall be delivered to Lessor by Lessee. Lessee agrees to keep the Equipment insured with an insurance company which is at least "A" rated by A.M. Best and in such form, including a maximum deductible, as may be satisfactory to Lessor. In lieu of the foregoing, Lessee can elect to fulfill its insurance obligations by self-insuring the Equipment and its liability under an active, managed program of self-insurance or through Lessee's general insurance program, for similar amounts and under similar terms and conditions as Lessee insures its own equipment and liability. The proceeds of any loss or damage insurance shall be held in trust for Lessor until such time as Lessee either (i) provides Lessor satisfactory proof that the damage has been repaired and the Equipment has been restored to good working order and condition or (ii) pays to Lessor the Casualty Loss Value. It is understood and agreed that any payments made by Lessee or its insurance carrier for loss or damage of any kind whatsoever to the Equipment are not made as accelerated rental payments or adjustments of rental, but are made solely as compensation to Lessor for loss or damage of its Equipment.

**14. Enforcement of Warranties**

Lessee, in its own name, shall, so long as this Lease Agreement is in force, enforce any manufacturer's Equipment warranty.

**15. Warranties, Disclaimers and Indemnity**

Lessor warrants that at the time the Equipment is delivered to Lessee, Lessor will have full right, power and authority to lease the Equipment to Lessee. EXCEPT FOR THE WARRANTY IN THE SENTENCE DIRECTLY PRECEDING THIS ONE, THE LESSOR DOES NOT MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON LESSOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE, THAT LESSOR HAS NOT SELECTED, MANUFACTURED, SOLD OR SUPPLIED ANY OF THE EQUIPMENT (OR SELECTED THE SUPPLIER THEREOF), AND THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES CONTAINED IN THIS LEASE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO EACH MUTUALLY AND IRREVOCABLY WAIVE ALL IMPLIED COVENANTS INCLUDING THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING. LESSEE ACKNOWLEDGES AND AGREES THAT NO VENDOR, SUPPLIER, OR MANUFACTURER OR ANY SALESPERSON OR OTHER AGENT OR EMPLOYEE OF ANY OF THE FOREGOING, OR ANY FINANCIAL INTERMEDIARY, BROKER OR OTHER PARTY, IS AN AGENT FOR OR HAS ANY AUTHORITY TO ACT OR SPEAK FOR, OR BIND, LESSOR IN ANY MANNER; NOR IS LESSOR AN AGENT OR REPRESENTATIVE OF ANY SUCH VENDOR, SUPPLIER, MANUFACTURER, FINANCIAL INTERMEDIARY, BROKER OR OTHER PARTY. LESSEE REPRESENTS AND WARRANTS THAT IT IS NOT A FOREIGN "FINANCIAL INSTITUTION" OR ACTING ON BEHALF OF A FOREIGN "FINANCIAL INSTITUTION" AS THAT TERM IS



DEFINED IN THE BANK SECRECY ACT, 31 U.S.C. 5318, AS AMENDED. LESSEE ACKNOWLEDGES THAT LESSOR, IN COMPLIANCE WITH SECTION 326 OF THE USA PATRIOT ACT, WILL BE VERIFYING CERTAIN INFORMATION ABOUT LESSEE. AT ANY TIME AND FROM TIME TO TIME, UPON LESSOR'S REQUEST, LESSEE OR A REPRESENTATIVE OF LESSEE SHALL PROVIDE SUCH INFORMATION, AND EXECUTE AND DELIVER SUCH CERTIFICATIONS, TO LESSOR CONCERNING THE DIRECT AND INDIRECT OWNERS AND CONTROL PERSONS OF LESSEE, AS LESSOR MAY REQUEST TO COMPLY WITH LAWS, REGULATIONS OR REGULATORY GUIDANCE APPLICABLE TO LESSOR OR LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSOR AND ITS REPRESENTATIVES AND EMPLOYEES HAVE NOT MADE ANY STATEMENT, REPRESENTATION OR WARRANTY RELATIVE TO THE ACCOUNTING OR TAX ENTRIES, TREATMENT, BENEFIT, USE OR CLASSIFICATION OF THE LEASE AGREEMENT OR ASSOCIATED LEASE SCHEDULES. LESSOR IS NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO LESSEE, AND LESSOR HAS NO FIDUCIARY DUTY TO LESSEE OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS LEASE AGREEMENT OR ANY OTHER DOCUMENT PROVIDED BY LESSOR IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. LESSEE HAS DISCUSSED THIS LEASE AGREEMENT WITH ITS OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS LESSEE DEEMS APPROPRIATE. LESSEE ACKNOWLEDGES THAT IT AND/OR ITS INDEPENDENT ACCOUNTANTS ARE SOLELY RESPONSIBLE FOR (i) ANY AND ALL OF LESSEE'S ACCOUNTING AND TAX ENTRIES ASSOCIATED WITH THE LEASE AGREEMENT AND/OR THE LEASE SCHEDULES AND (ii) THE ACCOUNTING AND TAX TREATMENT, BENEFITS, USES AND CLASSIFICATION OF THE LEASE AGREEMENT OR ANY LEASE SCHEDULE. TO THE EXTENT ALLOWED BY LAW, LESSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY INFORMATION, INCLUDING BUT NOT LIMITED TO CONSUMER OR PATIENT INFORMATION, THAT IS AT ANY TIME ENTERED, STORED, TRANSFERRED TO, CONTAINED OR RETAINED ON ANY EQUIPMENT, WHETHER OR NOT SUCH INFORMATION IS SUBJECT TO FEDERAL, STATE OR OTHER LAW, INCLUDING BY WAY OF EXAMPLE ONLY AND NOT OF LIMITATION, THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996 (HIPAA), FINANCIAL MODERNIZATION ACT (GRAMM-LEACH-BLILEY ACT), ETC. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE RELATIONSHIP BETWEEN THE LESSOR AND LESSEE, THIS LEASE AGREEMENT OR THE PERFORMANCE, POSSESSION, LEASE OR USE OF THE EQUIPMENT. THIS LEASE AGREEMENT IS INTENDED BY THE PARTIES TO BE A LEASE OF EQUIPMENT TO BE OWNED BY LESSOR (OR WHICH LESSOR SHALL HAVE THE RIGHT TO LEASE) AND NOT A LOAN, SALE OR LEASE INTENDED AS A SALE OR LOAN. THIS LEASE AGREEMENT IS A "FINANCE LEASE" AS THAT TERM IS DEFINED AND USED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. NO RIGHTS OR REMEDIES REFERRED TO IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE WILL BE CONFERRED ON LESSEE.

Lessee agrees that Lessor shall not be liable to Lessee for, and Lessee shall be responsible and liable with respect to, any claim from a third party for any liability, claim, loss, damage or expense of any kind or nature, whether based upon a theory of strict liability or otherwise, caused, directly or indirectly, by: (i) the inadequacy of any item of Equipment, including Software, for any purpose; (ii) any deficiency or any latent or other defects in any Equipment, including Software, whether or not detectable by Lessee; (iii) the selection, manufacture, rejection, ownership, lease, possession, maintenance, operation, use or performance of any item of Equipment, including Software; (iv) any interruption or

loss of service, use or performance of any item of Equipment, including Software; (v) patent, trademark or copyright infringement; (vi) any information whatsoever or the loss, release, unauthorized access, transfer, theft, use or misuse thereof, or (vii) any loss of business or other special, incidental or consequential damages whether or not resulting from any of the foregoing. Lessee's responsibility and liability under this paragraph shall survive the expiration, termination, settlement, cancellation, assignment or resolution of this Lease Agreement or a Lease Schedule and shall be binding upon Lessee's successors and permitted assigns. Lessee agrees to the provisions of this paragraph to the fullest extent permitted by law.

#### 16. Event of Default

The occurrence of any of the following events shall constitute an Event of Default under this Lease Agreement and/or any Lease Schedule:

- (1) the nonpayment by Lessee of any Lease Charges when due, or the nonpayment by Lessee of any other sum required hereunder to be paid by Lessee which non-payment continues for a period of ten (10) days from the date when due;
- (2) the failure of Lessee to perform any other term, covenant or condition of this Lease Agreement, any Lease Schedule or any other document, agreement or instrument executed pursuant hereto or in connection herewith, which is not cured within ten (10) days after written notice thereof from Lessor;
- (3) Lessee attempts to or does remove, transfer, sell, swap, assign, sublease, trade, exchange, encumber, receive an allowance or credit for, or part with possession of, any item of Equipment;
- (4) Lessee ceases doing business as a going concern, is insolvent, makes an assignment for the benefit of creditors, fails to pay its debts as they become due, offers a settlement to creditors or calls a meeting of creditors for any such purpose, files a voluntary petition in bankruptcy, is subject to an involuntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or has filed against it a petition seeking any reorganization, arrangement or composition, under any present or future statute, law or regulation;
- (5) any of Lessee's representations or warranties made herein or in any oral or written statement or certificate at any time given in writing pursuant hereto or in connection herewith shall be false or misleading in any material respect;
- (6) Lessee defaults under or otherwise has accelerated any material obligation, credit agreement, loan agreement, conditional sales contract, lease, indenture or debenture; or Lessee defaults under any other agreement now existing or hereafter made with Lessor;
- (7) Lessee (i) divides, merges or consolidates into or with, or sells or transfers all or any substantial portion of its assets to, or enters into any partnership or joint venture other than in the ordinary course of business with, any entity, (ii) dissolves, liquidates or ceases or suspends the conduct of business, or ceases to maintain its existence, (iii) enters into or suffers any transaction or series of transactions as a result of which Lessee is directly or indirectly controlled by persons or entities not directly or indirectly controlling Lessee as of the date hereof, or (iv) if Lessee is a publicly held entity, there shall be a change in the ownership of Lessee's stock or other equivalent ownership interest such that Lessee is no longer subject to the reporting requirements of, or no longer has a class of equity securities registered under, the Securities Act of 1933 or the Securities Exchange Act of 1934; or
- (8) the breach or repudiation by any party thereto of any guaranty, subordination agreement or other agreement running in favor of Lessor obtained in connection with this Lease Agreement.



**17. Remedies**

Should any Event of Default occur, Lessor may, with or without notice or demand upon Lessee, retain any and all security deposits and pursue and enforce, alternatively, successively and/or concurrently, any one or more of the following remedies:

- (1) recover from Lessee all accrued and unpaid Lease Charges and other amounts due and owing on the date of the default; and
- (2) recover from Lessee from time to time all Lease Charges and other amounts as and when becoming due hereunder; and
- (3) either (A) accelerate, cause to become immediately due and recover the present value of all Lease Charges and other amounts due and/or likely to become due hereunder from the date of the default to the end of the lease term using a discount rate of four percent (4%); or (B) cause to become immediately due and payable and recover from Lessee the Casualty Loss Value of the Equipment which Lessee agrees is not a penalty but rather a reasonable forecast of the just compensation for the harm caused by the Event of Default, which harm is incapable or very difficult of accurate estimation; and
- (4) terminate any or all of the Lessee's rights, but not its obligations, associated with the lease of Equipment under this Lease Agreement; and
- (5) either (A) retake (by Lessor, independent contractor, or by requiring Lessee to assemble and surrender the Equipment in accordance with the provisions of Section 7 hereinabove) possession of the Equipment without terminating the Lease Schedule or the Lease Agreement free from claims by Lessee which claims are hereby expressly waived by Lessee; or (B) require Lessee to deliver the Equipment to a location designated by Lessor; and
- (6) upon Lessor's instructions after an Event of Default, Lessee agrees to cease immediately the use of any or all Software, to uninstall and delete all copies of such licensed Software from any computer systems owned or controlled by Lessee or its affiliates or used for Lessee's or Lessee's affiliate's benefit, to destroy any and all written documentation, manuals and materials provided with the Software, and to provide Lessor with a certificate signed by a Lessee officer who is responsible for Lessee's information systems, attesting to such cessation of use, deinstallation, deletion, and/or destruction of the Software; and
- (7) proceed by court action to enforce performance by Lessee of its obligations associated with any Lease Schedule and/or this Lease Agreement; and/or
- (8) pursue any other remedy Lessor may otherwise have, at law, equity or under any statute, and recover damages and expenses (including attorneys' fees) incurred by Lessor by reason of the Event of Default.

Lessor's pursuit and enforcement of any one or more remedies shall not be deemed an election or waiver by Lessor of any other remedy.

If a court of competent jurisdiction determines that any Lease Schedule hereto is not a true lease (or a "finance lease") for purposes of the Uniform Commercial Code, but rather a secured financing, the following terms shall apply. Upon repossession of the Equipment, Lessor shall have the right to lease, sell or otherwise dispose of such Equipment in a commercially reasonable manner, with or without notice, at a public or private sale. Lessor shall not be obligated to sell or re-lease the Equipment. Any sale or re-lease may be held at such place or places as are selected by Lessor, with or without having the Equipment present. Any such sale or re-lease, may be at wholesale or retail, in bulk or in parcels.

**18. Lessor's Performance Option**

Should Lessee fail to make any payment or to do any act as provided by this Lease Agreement, then Lessor shall have the

right (but not the obligation), without notice to Lessee of its intention to do so and without releasing Lessee from any obligation hereunder to make or to do the same, to make advances to preserve the Equipment or Lessor's title thereto, and to pay, purchase, contest or compromise any insurance premium, encumbrance, charge, tax, lien or other sum which in the judgment of Lessor appears to affect the Equipment, and in exercising any such rights, Lessor may incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor. All sums so incurred or expended by Lessor shall be due and payable by Lessee within ten (10) days of notice thereof.

**19. Quiet Possession and Inspection**

Lessor hereby covenants with Lessee that Lessee shall quietly possess the Equipment subject to and in accordance with the provisions hereof so long as Lessee is not in default hereunder. If a failure by Lessor to materially observe the foregoing warranty of quiet enjoyment continues for 10 days after notice, Lessee may in its absolute discretion exercise any one or more of the following remedies (which shall be its exclusive remedies for such failure): (a) by notice terminate this Lease (including its obligation to pay the Monthly Lease Charges) as it relates to such Equipment; or (b) proceed in a separate action at law to recover all direct damages suffered by Lessee resulting from such failure. Notwithstanding the foregoing, however, Lessor or its designated agent may, at any and all reasonable times during business hours and with at least twenty-four (24) hours' notice to Lessee, enter Lessee's premises for the purposes of inspecting the Equipment and the manner in which it is being used.

**20. Assignments**

This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Lessee, however, shall not assign this Lease Agreement or sublet any of the Equipment without first obtaining the prior written consent of Lessor and its assigns, if any. Lessee acknowledges that the terms and conditions of this Lease Agreement have been fixed in anticipation of the possible assignment of Lessor's rights under this Lease Agreement and in and to the Equipment as collateral security to a third party ("Assignee" herein) which will rely upon and be entitled to the benefit of the provisions of this Lease Agreement. Lessee agrees with Lessor and such Assignee to recognize in writing any such assignment within fifteen (15) days after receipt of written notice thereof and to pay thereafter all sums due to Lessor hereunder directly to such Assignee if directed by Lessor, provided, however, that such recognition by Lessee shall not constitute a waiver of any defense, set-off or counterclaim whatsoever (whether arising from a breach of this Lease Agreement or not) that Lessee may from time to time have against Lessor. Upon such assignment, the Lessor shall remain obligated to perform any obligations it may have under this Lease Agreement and the Assignee shall (unless otherwise expressly agreed to in writing by the Assignee) have no obligation to perform such obligations. Any such assignment shall be subject to Lessee's rights to use and possess the Equipment so long as Lessee is not in default hereunder.

**21. Survival of Obligations**

All covenants, agreements, representations, and warranties contained in this Lease Agreement, any Lease Schedule, or in any document attached thereto, shall be for the benefit of Lessor and Lessee and their successors, any assignee or secured party. Further, all covenants, agreements, representations, and warranties contained in this Lease Agreement, any Lease Schedule, or in any document attached thereto, shall survive the execution and delivery of this Lease Agreement and the expiration or other termination of this Lease Agreement.

**22. Authority**

The parties hereto covenant and warrant that the persons executing this Lease Agreement and each Lease Schedule on their behalf have been duly authorized to do so, and this Lease Agreement and any Lease Schedule constitute a valid and binding



obligation of the parties hereto. Lessee will, at Lessor's request, provide to Lessor, Certificates of Authority naming the officers of the Lessee who have the authority to execute this Lease Agreement and any Lease Schedules attached thereto. Lessee agrees that it shall advise Lessor of any change in Lessee's name, address or corporate structure within ten (10) days after such change and execute all reasonable documents and instruments, as determined in the sole discretion of Lessee, requested by Lessor. Lessee's status as a component unit, political subdivision or other subentity of state, county or local government does not prevent Lessee from entering into binding commercial transactions and, to the fullest extent permitted by law, indemnity agreements. Further, no statute or law prevents or prohibits Lessee from entering into this Agreement or any other agreement or document required hereunder.

### 23. Landlords' and Mortgagees' Waiver

If requested, Lessee shall furnish waivers, in form and substance satisfactory to Lessor, from all landlords and mortgagees of any premises upon which any Equipment is located.

### 24. Miscellaneous

This Lease Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Lease Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.

Notwithstanding any other terms or conditions provided for herein, in no event shall the language of this Lease Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.

This Lease Agreement was jointly drafted by the parties, and the parties hereby agree that neither should be favored in the construction, interpretation or application of any provision or any ambiguity. There are no unwritten or oral agreements between the parties. This Lease Agreement and associated Lease Schedule(s) constitute the entire understanding and agreement between Lessor and Lessee with respect to the lease of the Equipment superseding all prior agreements, understandings, negotiations, discussions, proposals, representations, promises, commitments and offers between the parties, whether oral or written. This Lease Agreement and associated Lease Schedule(s) constitute a single unitary agreement. No provision of this Lease Agreement or any Lease Schedule shall be deemed waived, amended, discharged or modified orally or by custom, usage or course of conduct unless such waiver, amendment or modification is in writing and signed by a duly authorized officer of each of the parties hereto. Time and exactitude of each of the terms and conditions of this Lease Agreement are hereby declared to be of the essence. Lessor may accept past due payments in any amount without modifying the terms of this Lease Agreement and without waiving any rights of Lessor hereunder. If any one or more of the provisions of this Lease Agreement or any Lease Schedule is for any reason held invalid, illegal or unenforceable, the remaining provisions of this Lease Agreement and any such Lease Schedule will be unimpaired, and the invalid, illegal or unenforceable provisions shall be replaced by a mutually acceptable valid, legal and enforceable provision that is closest to the original intention of the parties. TITLES/HEADINGS ARE NOT SUBSTANTIVE. Lessee agrees that neither the manufacturer, nor the supplier, nor any of their salespersons, employees or agents are agents of Lessor.

Any notice provided for herein shall be in writing and sent by overnight courier providing a receipt of delivery or by certified or registered mail to the parties at the addresses stated on page 1 of this Lease Agreement.

The Monthly Lease Charge is intended to be fixed from the Commencement Date to the end of the term. The three year treasury rate is an integral part of the lease rate. The Lessee and

Lessor agree that the lease rate shall also be fixed during the Installation Period but should the three year treasury note increase during such Installation Period, the lease rate will be adjusted on the Commencement Date to give effect to the increase in the treasury rate and the same shall cause an increase in the Monthly Lease Charge.

Lessor is entitled to review a complete set of Lessee's financial statements including a statement of cash flows, balance sheet and income statement, and any other reasonable financial information, in the discretion of Lessee. If during the Installation Period the Lessee's financial condition changes in any material respect (as determined by the Lessor in its sole discretion), then Lessor shall be entitled to stop purchasing equipment to be leased to Lessee and commence the applicable lease schedule(s).

This Lease Agreement shall become effective on the date of the last signatory below.

This Lease Agreement is made subject to the terms and conditions included herein and Lessee's acceptance is effective only to the extent that such terms and conditions are consistent with the terms and conditions herein. Any acceptance which contains terms and conditions which are in addition to or inconsistent with the terms and conditions herein will be a counter-offer and will not be binding unless agreed to in writing by Lessor. The terms used in this Lease Agreement, unless otherwise defined, shall have the meanings ascribed to them in the Lease Schedule(s).

### 25. REPOSSESSION

LESSEE ACKNOWLEDGES THAT, PURSUANT TO SECTION 17 HEREOF, LESSOR HAS BEEN GIVEN THE RIGHT TO REPOSSESS THE EQUIPMENT SHOULD LESSEE BECOME IN DEFAULT OF ITS OBLIGATIONS AND FAIL TO RETURN THE EQUIPMENT WITHIN THIRTY (30) DAYS AFTER NOTICE OF TERMINATION HEREUNDER. LESSEE HEREBY WAIVES THE RIGHT, IF ANY, TO REQUIRE LESSOR TO GIVE LESSEE NOTICE AND A JUDICIAL HEARING PRIOR TO EXERCISING SUCH RIGHT OF REPOSSESSION.

### 26. Net Lease

This Lease Agreement is a net lease and Lessee's obligations to pay all Lease Charges and other amounts payable hereunder shall be absolute and unconditional and, except as expressly provided herein, shall not be subject to any: (i) delay, abatement, reduction, defense, counterclaim, set-off, or recoupment; (ii) discontinuance or termination of any license, maintenance agreement, service contract, or other agreement; (iii) Equipment failure, defect or deficiency; (iv) damage to or destruction of the Equipment; or (v) dissatisfaction with the Equipment or otherwise, including any present or future claim against Lessor or the manufacturer, supplier, reseller or vendor of the Equipment. To the extent that the Equipment includes intangible (or intellectual) property, Lessee understands and agrees that: (i) Lessor is not a party to and does not have any responsibility under any Software license and/or other agreement with respect to any Software; and (ii) Lessee will be responsible to pay all of the Lease Charges and perform all its other obligations under this Lease Agreement despite any defect, deficiency, failure, termination, dissatisfaction, damage or destruction of any Software or Software license. Further, Lessee agrees that it has an unconditional, irrevocable and absolute obligation to pay all Lease Charges and other amounts payable hereunder to the Lessor although (i) the Lessor does not hold title to any Software (or intellectual or intangible property), (ii) Lessor is not a party to any Software license (or intellectual or intangible property license) that is listed among the Equipment on any Lease Schedule and (iii) any license to Software is exclusively between the licensor of the Software ("Licensor") and the Lessee. Except as expressly provided herein, this Lease Agreement shall not terminate for any reason, including any defect in the Equipment or Lessor's title thereto or any destruction or loss of use of any item of Equipment.

### 27. Funding Out

Lessee shall have the option to terminate this Lease Agreement at the end of a fiscal period contingent upon the following conditions: (i) Appropriation of monies for this Lease Agreement has been terminated or not continued and such non-



appropriation is memorialized in a formal act by the Lessee; (ii) Lessee has given Lessor written notice promptly after having knowledge of any likely non-appropriation; (iii) Lessee pays to Lessor all monies legally appropriated and budgeted for the current fiscal period for all payments due under this Lease Agreement for the fiscal period; and (iv) Lessee's return, in compliance with this Lease Agreement, of all of the equipment listed on and subject to this Lease Agreement. To the extent permitted by law, Lessee agrees that Lessee will use reasonable efforts to obtain authorization and appropriation of monies or funds in order to fulfill its obligations associated with this Lease Agreement by including in its budget for each fiscal appropriation period a formal request for monies in an amount no less than Lessee's total monetary obligations for the fiscal appropriations period.

**28. Headings**

Section headings herein are used for convenience only and shall not otherwise affect the provisions of this Lease Agreement.

**29. Electronic Signatures**

The express intent of the parties is that the Lease Agreement be a valid and legally enforceable lease contract between Lessee and Lessor notwithstanding any means of signature or signing, including PDF, manual or electronic signature. The words "signature," "sign," "signed," "execute," and words of like import in or relating to the Lease Agreement or any other written or electronic document or record signed in connection with the Lease Agreement, including, but not limited to, any Lease Schedule and any Certificate of Acceptance shall be deemed to include (without limitation) electronic signatures and contract formations on electronic platforms, each of which shall be of the same legal effect, validity and enforceability as a manually

executed signature and/or physical delivery thereof to the full extent provided for in the Federal Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act as enacted in Minnesota or any other applicable similar state law based on the Uniform Electronic Transactions Act. The Lessee hereby represents and warrants that its electronic signature on any contract, record or other document (including, without limitation, the Lease Agreement including all amendments and supplements thereto) shall be unconditionally valid and legally enforceable, and therefore, agrees to not contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. Further, the parties hereto agree that electronic signature means a symbol or signature, or process attached to, or associated with, a contract (including, without limitation, the Lease Agreement and any amendment or supplement thereto and all Lease Schedules and Certificates of Acceptance) or other document or record and adopted by a contracting party with the intent to sign, authenticate or accept such contract, document or record. Lessor and Lessee unconditionally agree that the physical printed version of the Lease Agreement (including any amendments and supplements hereto) and any Lease Schedule containing a manual, fax, PDF, or electronic signature or signatures with the legend "Original" or "Original Chattel Paper" shall constitute the only original authoritative version and record. Both Lessor and Lessee hereby agree that this Lease Agreement (including any amendment or supplement), any Lease Schedule, any Certificate of Acceptance or any other written or electronic document or record signed in connection with the Lease Agreement may be authenticated by electronic signatures.

[SIGNATURES ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be signed by their respective duly authorized representative.

Every Term is Agreed to and Accepted:

HUNTINGTON TECHNOLOGY FINANCE, INC.

By: 

Print Name: \_\_\_\_\_

Wendell Lochbiler

Title: Senior Contract Negotiator/Analyst

Date: 8-16-22

Every Term is Agreed to and Accepted:

CITY OF COLUMBIA, MISSOURI

DocuSigned by:

By: 

695B4FF018214D7

Print Name: Mike Griggs *JAS*

Acting  
Title: City Manager

Date: 8/2/2022

Attest:

DocuSigned by:

By: 

4E1F069B868D40A

Sheela Amin, City Clerk

Approved as to Form:

By: 

DA01C98E798B4D2

Nancy Thompson, City Counselor / AK

DS

AK



(Rev. 12/2021)

**Lease Schedule No. CCM-001 dated July 7, 2022  
to Lease Agreement No. MA-0010974 dated July 7, 2022**

This Lease Schedule is made pursuant to the above-referenced Lease Agreement between Lessee and Lessor ("**Lease Agreement**"), which Lease Agreement is incorporated by reference, including as to its definitions. This Lease Schedule and the Lease Agreement as applicable hereto, excluding any Other Documents, are this "**Lease**."

<b>Lessor:</b> Huntington Technology Finance, Inc. 2285 Franklin Road, Suite 100 Bloomfield Hills, MI 48302	<b>Lessee:</b> City of Columbia, Missouri 701 East Broadway Columbia, MO 65202
<b>Commencement Date:</b> As provided in the Lease Agreement.	<b>Monthly Lease Charge:</b> \$11,359.00
<b>Term of Lease from Commencement Date:</b> 60 months	<b>Original Cost:</b> \$647,098.64
	<b>Equipment:</b> The Equipment and its Location of Installation are as described on Exhibit A hereto.

1. **Limitations.** Lessee shall be responsible for the Pricing and Progress Payment, as provided in the terms of this Lease Schedule. It is expressly understood by both Parties that in no event will the total amount of Monthly Lease Charges to be paid by Lessee under the terms of this Lease Schedule exceed **Seven Hundred and Seventy Five Thousand Dollars (\$775,000)**, unless otherwise agreed to by both Parties in writing and executed as an amendment to this Agreement; provided, however, that notwithstanding anything to the contrary in the foregoing, or elsewhere in this Schedule or in Sections 1 or 27 or elsewhere in the Lease Agreement, any limitation on total amount of or further accrual of Monthly Lease Charges as otherwise provided in this Lease is specifically conditioned on Lessee's return, in compliance with this Lease, of all of the Equipment listed in and subject to this Lease.

2. **Pricing.** The Lease Charges and other pricing herein have been initially determined based on an Applicable Rate of 2.88% ("**Reference Rate**") as an integral element thereof. After receiving the last Certificate of Acceptance hereunder, Lessor may ratably adjust the pricing herein to reflect any increase in the Applicable Rate using its same methodology, spreads, and assumptions. Lessor will notify Lessee of any change. Lessee will on request confirm the change in writing, but lack of confirmation will not affect Lessee's obligations. "**Applicable Rate**" means the rate of 5-year interest rate swaps as reported by the Intercontinental Exchange (currently available as USD Rates 1100 Series at <https://www.theice.com/marketdata/reports/180>) or other sources Lessor reasonably deems reliable for the most recently reported business day occurring on or before the date of determination. If Lessee disagrees with Lessor's determination of any change in pricing hereunder, Lessee will nonetheless make payments based on Lessor's determination until the correct amounts are finally determined (at which time the parties will adjust prior payments).

3. **Progress Payments.**

(a) In respect of the Specified Items to be financed under this Lease as provided herein (collectively, "**Financed Items**"), Lessor shall make the following progress payments ("**Progress Payments**") to the following Seller(s) (each, a "**Vendor**"), before the Acceptance Date, but only if Lessor shall have received all of the following documents: this Lease fully executed by Lessor and Lessee, purchase documentation (or purchase assignment documentation) satisfactory to Lessor providing for the acquisition of and payment for the Financed Items executed by Vendor and Lessor (and, if necessary, Lessee), Vendor's correct and complete invoice in respect of the Progress Payment to be made (to include the serial numbers of all serialized items), and such other documents as Lessor may require:

For the Financed Items to be acquired from FleetMind Solutions Inc. for a cost of \$647,098.64:

- (i) 79% of such cost upon satisfaction of all of the foregoing conditions and the shipment of the Equipment by the Vendor as confirmed by Lessee's execution of this Lease Schedule; and, thereafter,
- (ii) the remainder of the Lessor's Basis of the Financed Items shall be paid only upon the Acceptance Date and the satisfaction of all of the other conditions to payment set forth in this Lease.

(b) In addition to the rent provided for elsewhere in this Lease, on the Acceptance Date, for each Progress Payment, Lessee will pay Lessor an amount equal to the Progress Payment, multiplied by a per annum rate of 6.98%, divided by 360, and multiplied by the number of days from and including the date the Progress Payment was remitted to Vendor to (but excluding) the Acceptance Date. If Lessee rejects any Financed Items prior to the Acceptance Date in accordance with the terms of the applicable purchase documentation and/or purchase assignment documentation with the applicable Vendor, then this Lease shall terminate as to such Financed Items. Or, if the Acceptance Date for any Financed Items does not occur for any reason on or before the November 30, 2022 or such later date as Lessor approves in its sole discretion, or if Lessor does not for any reason receive the Acceptance Certificate for any the Financed Items by that date, then Lessor shall have the right in its absolute discretion to terminate this Lease as to such Financed Items by written notice to Lessee at any time before it pays Vendor in full for such Financed Items.

(c) If this Lease terminates as to any Financed Items for any reason before Lessor pays Vendor in full for such Financed Items, then Lessee shall thereupon reimburse Lessor for any and all Progress Payments and other amounts paid by Lessor to Vendor in connection with such Financed Items, plus interest on all such amounts at the rate of 12% per annum from the date of remittance by Lessor to the date of reimbursement by Lessee. Upon such payments Lessee shall be entitled to Lessor's interest in the Financed Items, and all of Lessor's rights against Vendor in respect of the Financed Items, AS-IS, WHERE-IS, and without warranty, other than that Lessor will warrant such interest and rights to be free of any liens by,



(Rev. 12/2/21)

through, or under Lessor (but such interest and rights will nonetheless be subject to any applicable purchase documentation or purchase assignment documentation).

(d) Without limiting the generality of any provisions of this Lease regarding the absolute and unconditional nature of payments to be made and regarding risk of loss, and notwithstanding any such provisions, Lessee specifically shall at all times bear all risk of (i) loss or taking of or damage to or non-delivery or non-provision of any or all Financed Items, including, without limitation, as a result of the inability of any Vendor(s), or any manufacturer(s) of Financed Items, or any of any Vendor's suppliers, to deliver or provide any Financed Items due to financial inability, lack of creditworthiness or credit availability, bankruptcy, receivership, improper management, inability to obtain sufficient labor, force majeure, legal inability or prohibition, war or act of war (whether or not war is declared), insurrection, riot, civil disturbance or commotion, labor dispute or shortage, strike, act of public enemy, accident, fire, flood or other act of God, act of any governmental authority or other third party, judicial action, short or reduced supply of energy, fuel, raw materials, or components, or technical inability or failure, or for any other reason whatsoever, whether or not within the control of any person, and whether or not similar to the risks herein described, (ii) nonconformance of the Financed Items with specifications or requirements or applicable laws or any applicable agreements (whether or not Lessee is a party thereto), (iii) the lack of fitness of the Financed Items for any particular or intended use by Lessee, (iv) the Financed Items not being merchantable or provided in a good or workmanlike manner, or (iv) in general, the Financed Items being in any way or for any reason unavailable or unacceptable to Lessee so as to prevent Lessee from accepting the Financed Items and executing an Acceptance Certificate with respect thereto. Accordingly, without limiting the effect of any provisions of this Lease regarding the absolute and unconditional nature of payments to be made or any other provision of this Lease, Lessee's obligation to make any reimbursements or other payments under this section shall be absolute and unconditional and not subject to abatement, reduction, offset, recoupment, compensation, cross-claim, counterclaim, notice, demand, or any other defense whatsoever, arising under this Lease, or any purchase or purchase assignment documentation, or otherwise, or against Lessor, Assignee, Vendor, Manufacturer, or any other person (even if any such person is affiliated or closely connected by ownership, contract, or otherwise with any other such person).

4. Signing; Copies; Counterparts. This Lease Schedule may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures or scanned and electronically transmitted signatures on this Agreement shall be deemed to have the same legal effect as original signatures on this Agreement.

5. Other. The Monthly Lease Charge will be prorated and charged as interim rent for an item of Equipment, from its Installation Date to the Commencement Date. Notwithstanding anything to the contrary in the Lease Agreement or any part thereof, or in any other Lease Schedules thereto or any part thereof, or in any Certificates of Acceptance thereunder, or in any other agreements of the parties (such other Lease Schedules, Certificates of Acceptance, and agreements, "Other Documents"): this is the entire agreement of the Lessee and Lessor as to its subject matter; this Lease Schedule is a separate agreement, independent of the Lease Agreement and independent and exclusive of any Other Documents and their effects; this Lease Schedule governs over the rest of this Lease and any Certificate of Acceptance(s) made hereunder in all respects; if there is a conflict in terms between this Lease Schedule and Other Documents, then the terms of this Lease Schedule shall control. Lessee will not assert against any Assignee any claim or defense it may have against Lessor (but Lessee may nonetheless enforce a claim it has against Lessor in a separate action at law for damages). This Lease is governed by Missouri law and the venue for all litigation arising out of, or relating to this Lease shall be in Boone County, Missouri or the United States Western District of Missouri. Lessor may file financing statements giving public notice of its interest in any property subject to this Lease Schedule or the Lease Agreement (or that Lessor anticipates being so). Definitions and redefinitions of terms made within this Lease Schedule apply throughout this Lease.

Huntington Technology Finance, Inc. ("Lessor")

By: [Signature]  
Print Name: Wentell Lochbiler  
Title: Senior Contract Administrator/Analyst  
Date: 8-16-22

City of Columbia, Missouri ("Lessee")

By: [Signature]  
Print Name: Mike Briggs  
Title: Acting City Manager  
Date: 8/2/2022

DocuSigned by:

ATTEST: [Signature]  
By: Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: [Signature]  
Dan Thompson, City Counselor [AK]

CERTIFICATION: I hereby certify that this Lease is within the purpose of appropriation to which it is to be charged, Account No. \*[see below], and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: [Signature]  
Michael J. Lee, City Director of Finance

\* Account No. 55706520-504990  
Account No. 55706530-504990  
Account No. 55706570-504990  
Account No. 55706576-504990



**EXHIBIT A**  
**TO SCHEDULE CCM-001**  
**CITY OF COLUMBIA, MISSOURI**

MODEL	DESCRIPTION	QTY	LESSORS BASIS	EQUIPMENT LOCATION
<b>Hardware Platform - Front Load</b>				
Product Code	Name	QTY	EXTENDED	
VPKG-DVR-2TB	FleetLink DVR - Flat Screen KIT with 2TB SSD	11	87,950.39	1313 Lakeview Ave. Columbia, Missouri 65201
VPKG-FSL-ACT	Generic Actuator Switch Package for Front Load Truck	11	8,850.50	
VPKG-PICT	On board in-cab camera	11	1,853.50	
VPKG-CAM	On-board camera	44	5,838.00	
VPKG-CAM-EXT	Camera extension cable	44	1,133.00	
PS-10X	FleetMind Installation - System Configuration	11	1,130.00	
PS-27	Fleetlink OBC Kit Shipping and Handling	11	1,130.00	
<b>Hardware Platform - Front Load TOTAL:</b>			<b>106,718.39</b>	
<b>Hardware Platform - Rear Load</b>				
Product Code	Name	QTY	EXTENDED	
VPKG-DVR-2TB	FleetLink DVR - Flat Screen KIT with 2TB SSD	19	151,214.31	1313 Lakeview Ave. Columbia, Missouri 65201
VPKG-FSL-ACT	Generic Actuator Switch Package for Rear Truck	19	11,884.50	
VPKG-PICT	On board in-cab camera	19	3,231.50	
VPKG-CAM	On-board camera	76	9,842.00	
VPKG-CAM-EXT	Camera extension cable	76	2,014.00	
PS-10X	FleetMind Installation - System Configuration	19	1,903.00	
PS-27	Fleetlink OBC Kit Shipping and Handling	19	1,903.00	
<b>Hardware Platform - Rear Load TOTAL:</b>			<b>182,653.31</b>	
<b>Hardware Platform - Roll Off</b>				
Product Code	Name	QTY	EXTENDED	
VPKG-DVR-2TB	FleetLink DVR - Flat Screen KIT with 2TB SSD	9	71,953.41	1313 Lakeview Ave. Columbia, Missouri 65201
VPKG-PICT	On board in-cab camera	9	1,519.50	
VPKG-CAM	On-board camera	36	4,692.00	
VPKG-CAM-EXT	Camera extension cable	36	954.00	
PS-10X	FleetMind Installation - System Configuration	9	903.00	
PS-27	Fleetlink OBC Kit Shipping and Handling	9	903.00	
<b>Hardware Platform - Roll Off TOTAL:</b>			<b>80,891.91</b>	
<b>Hardware Platform - REL Split Body</b>				
Product Code	Name	QTY	EXTENDED	
VPKG-DVR-2TB	FleetLink DVR - Flat Screen KIT with 2TB SSD	8	47,972.94	1313 Lakeview Ave. Columbia, Missouri 65201
VPKG-PICT	On board in-cab camera	8	1,011.00	
VPKG-CAM	On-board camera	24	3,109.00	
VPKG-CAM-EXT	Camera extension cable	24	603.00	
PS-10X	FleetMind Installation - System Configuration	8	600.00	
PS-27	Fleetlink OBC Kit Shipping and Handling	8	600.00	
<b>Hardware Platform - REL Split Body TOTAL:</b>			<b>53,887.94</b>	
<b>Hardware Platform - Mini Roll Off</b>				
Product Code	Name	QTY	EXTENDED	
VPKG-DVR-2TB	FleetLink DVR - Flat Screen KIT with 2TB SSD	4	31,801.96	1313 Lakeview Ave. Columbia, Missouri 65201
VPKG-PICT	On board in-cab camera	4	574.00	
VPKG-CAM	On-board camera	8	1,038.00	
VPKG-CAM-EXT	Camera extension cable	8	212.00	
PS-10X	FleetMind Installation - System Configuration	4	400.00	
PS-27	Fleetlink OBC Kit Shipping and Handling	4	400.00	
<b>Hardware Platform - Mini Roll Off TOTAL:</b>			<b>34,703.96</b>	
<b>Hardware Platform - PUP Trucks</b>				
Product Code	Name	QTY	EXTENDED	
VPKG-DVR-2TB	FleetLink DVR - Flat Screen KIT with 2TB SSD	2	15,990.98	1313 Lakeview Ave. Columbia, Missouri 65201
VPKG-PICT	On board in-cab camera	2	337.00	
VPKG-CAM	On-board camera	4	518.00	
VPKG-CAM-EXT	Camera extension cable	4	108.00	
PS-10X	FleetMind Installation - System Configuration	2	200.00	
PS-27	Fleetlink OBC Kit Shipping and Handling	2	200.00	
<b>Hardware Platform - PUP Trucks TOTAL:</b>			<b>17,351.98</b>	
<b>Extended Limited Hardware Warranty</b>				
Product Code	Name	QTY	EXTENDED	
SM-30	Year 1 Limited Hardware & Software Warranty FleetMind	51		1313 Lakeview Ave. Columbia, Missouri 65201
SM-31-DVR-1	1 Year Limited Hardware Warranty Extension for VPKG- DVR	51		
<b>Extended Limited Hardware Warranty TOTAL:</b>				
<b>Professional Services - PM</b>				
Product Code	Name	QTY	EXTENDED	



**EXHIBIT A  
TO SCHEDULE CCM-001  
CITY OF COLUMBIA, MISSOURI**

PS-81	Project Manager - 1 Day	5	8,475.00	1313 Lakeview Ave. Columbia, Missouri 65201
PS-84-RMS	Deployment Services - RMS Setup	9	11,065.00	
PS-84-GEO	Deployment Services - Geocoding	3	3,885.00	
PS-84-ROUTE	Deployment Services - Route Data Gathering, Analysis and Uploading	3	3,885.00	
PS-10A	FleetMind Installation - Fleet Surveys - Max 25 per day / 1 day minimum	2	2,590.00	
Professional Services - PM TOTAL:			28,490.00	
Professional Services - Installation				
Product Code	Name	QTY	EXTENDED	
PS-10E	FleetMind Installations Verification - Ready For Dispatch - Max 25 per day / 1 day minimum	2	2,590.00	1313 Lakeview Ave. Columbia, Missouri 65201
PS-BASIC-INSTALL	FleetMind Installation - 1 OBC Kit / ECM Truck Travel and Living extra	21	12,495.00	
PS-ACT-INSTALL	FleetMind Installation - 1 OBC Kit / ECM Truck + activator	30	28,860.00	
PS-CAVERA- MULTI	External Camera Installation (Multiple Cameras)	45	36,775.00	
PS-CAVERA	Outside Camera Installation (Per Camera)	12	3,540.00	
Professional Services - Installation TOTAL:			61,250.00	
Professional Services - Training				
Product Code	Name	QTY	EXTENDED	
PS-23	1 Day On-Site Training FleetMind OBC Kits Installation Refresher and Troubleshooting	2	2,590.00	1313 Lakeview Ave. Columbia, Missouri 65201
PS-33	One Day On-Site FleetLink Training	5	6,475.00	
Professional Services - Training TOTAL:			9,065.00	
TRAVEL & LIVING (See Special Terms and Conditions.)				
Product Code	Name	QTY	EXTENDED	
PS-Travel	FleetMind Travel Expenses for Professional Services	22	17,490.00	1313 Lakeview Ave. Columbia, Missouri 65201
TRAVEL & LIVING (See Special Terms and Conditions.) TOTAL:			17,490.00	
HARDWARE PLATFORM - Spare Parts				
Product Code	Name	QTY	EXTENDED	
VPKG-DVR- SPARE-2TB	FleetLink DVR - Spare Flat Screen KIT - 2TB SSD - No Waste App	4	22,060.00	1313 Lakeview Ave. Columbia, Missouri 65201
VPKG-RESI-ACT	Generic Actuator Switch Package for Real Truck	3	1,875.50	
VPKG-PICT	On-board in cab camera	5	842.50	
VPKG-CAM	On-board camera	12	1,554.00	
VPKG-CAM-EXT	Camera extension cable	12	319.00	
CHW-100	FleetLink Driver Training Kit Packaging	1	715.50	
Product Code	Name	QTY	EXTENDED	
SM-79BFS	Complete on-board Cable & Antenna Kit - Flat Screen Systems - Used in Conjunction with Refurbishing or Re-Installation	3	2,686.55	1313 Lakeview Ave. Columbia, Missouri 65201
HARDWARE PLATFORM - Spare Parts TOTAL:			30,653.15	
FleetLink Server Software				
Product Code	Name	QTY	EXTENDED	
OPKG-HOST	Hosted Route Manager w/FleetLink Server Software Set-up	1	2,500.00	1313 Lakeview Ave. Columbia, Missouri 65201
OPKG-100A	FleetLink Server Software License for up to 100 trucks. Route Management System is not included.	1	-	
FleetLink Server Software TOTAL:			2,500.00	
Recurring Monthly Fee(s) (Not Included in Total Net Price Below)				
Product Code	Name	QTY	EXTENDED	
SAS-MUNICIPAL-RMS	FleetLink Municipal Software Monthly License Fee Per Vehicle including support and maintenance	51	5,278.50	1313 Lakeview Ave. Columbia, Missouri 65201
SAS-FLEETLINK-HOSTING-FEE	FleetLink Software Hosting	51	1,832.90	
SAS-DATA	Monthly Data Plan	51	1,224.00	
Recurring Monthly Fee(s) (Not Included in Total Net Price Below) TOTAL:			8,134.50	
Optional Peripheral Items (Not Included in Total Net Price below)				
Product Code	Name	QTY	EXTENDED	
VPKG-DVR	FleetLink DVR - Flat Screen KIT	1	8,265.50	1313 Lakeview Ave. Columbia, Missouri 65201
VPKG-DVR-SPARE	FleetLink DVR - Spare Flat Screen KIT - No Waste App	1	3,750.00	
VPKG-RFID	RFID Reader Package	1	2,245.50	
VPKG-SSV9-KIT-3CAM	RVS SSV9 DVR KIT with 128GB SD card and U shape bracket + 3 cameras and cables - 2 YR warranty included	1	1,079.10	
Optional Peripheral Items (Not Included in Total Net Price below) TOTAL:			13,379.10	
TOTAL: USC #47,098.84				





## CITY OF COLUMBIA, MISSOURI

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### LAW DEPARTMENT

August 18, 2022

Huntington Technology Finance, Inc. and its Assignees  
2285 Franklin Road, Suite 100  
Bloomfield Hills, MI 48302

Re: Master Lease Agreement No. MA-0010974 dated August 2, 2022 between Huntington Technology Finance, Inc. ("*Huntington*") and City of Columbia, Missouri ("*Customer*") and the Lease Schedule made by Customer in reference thereto (collectively, the "*Documents*")

Ladies and Gentlemen:

We have acted as counsel to Customer with respect to the Documents. Capitalized terms used in this opinion without definition have the meanings provided for in the Documents. In this opinion, the term *laws* means all applicable laws, rules, regulations, orders, or governmental policies, whether constitutional, statutory, administrative, executive, or otherwise based, and terms of inclusion are without limitation. Based upon our examination of the Documents and such other investigation as we have considered appropriate and on the assumption that the Documents have been or will be duly executed by and enforceable against Huntington, it is our opinion that:

1. Customer is a public body corporate and politic duly organized and existing under the laws of the State of Missouri, with power and authority to enter into and perform the Documents.

2. The Documents and Customer's performance thereof have been duly authorized and the Documents have been duly authorized and executed by Customer. Those persons signing and delivering Documents on behalf of Customer hold the offices indicated below their signatures (which are their genuine signatures). Such authorization and execution have occurred pursuant to and, all in accordance with all applicable laws, including those governing open meetings, public records, public bidding and contracting, and appropriations. Customer's execution and performance of the Documents, and Customer's annual or other appropriations of moneys to pay amounts coming due thereunder, do not and will not violate any current laws, including any relating to the procurement of products from an out-of-state source.

3. The funds necessary for Customer to pay the Rental Payments due and to become due during Customer's current fiscal year ending October 1, 2022 and any progress payments (as



defined in the Schedule) that may be required to be reimbursed have been duly authorized, budgeted for, and appropriated and, if required by law, the appropriation is properly identified in the Documents.

4. The Documents are the valid, legal, and binding obligations of Customer, enforceable in accordance with their terms, except as limited by laws of general application affecting the enforcement of creditors' rights generally.

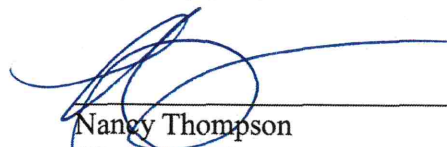
5. The undersigned is not aware of any consent of, exemption by, or registration or filing with any governmental body (other than those that have been obtained or effected) is required in connection with the execution or performance of the Documents by Customer.

6. Customer's execution and performance of the Documents, and the appropriation of funds to meet Customer's obligations under the Documents, do not and will not violate any current laws applicable to Customer, including any limitations as to the manner, form, or amount of indebtedness which may be incurred by Customer, and, to the best of our knowledge, do not and will not result in any default under any agreement or instrument binding upon Customer or its assets.

7. To the best of our knowledge there are no actions or proceedings pending before any governmental or other tribunal, or threatened, which will, if determined adversely to Customer, would materially adversely affect its power and authorization to enter into and perform the Documents or its appropriation of moneys to make payments thereunder.

8. The City is exempt from payment of any state sales, and use taxes.

Very truly yours,



Nancy Thompson  
City Counselor  
City of Columbia, Missouri