

**Lease Schedule No. CCM-002 dated September 21, 2023  
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> \$4,124.36
<b>Term of Lease from Commencement Date:</b> 60 months	<b>Original Cost:</b> \$220,413.90
	<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 **Two Hundred Eighty-Four Thousand, Six Hundred Dollars, (\$284,600.00)**, 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 4.07% ("**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 \$220,413.90.

- (i) 50% of the hardware cost upon satisfaction of all of the foregoing conditions; and, thereafter,
- (ii) the remainder of the Original Cost 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 8.64%, 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 27, 2023 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,

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 (v) 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: Wendell Lochbiler  
Print Name: Wendell Lochbiler  
Title: Senior Contract Negotiator/Analyst  
Date: 9-21-23

City of Columbia, Missouri ("Lessee")  
By: \_\_\_\_\_  
Print Name: De'Carlon Secwod  
Title: City Manager  
Date: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:  
By: \_\_\_\_\_  
Nancy 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: \_\_\_\_\_  
Matthew Lue, 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-002  
CITY OF COLUMBIA, MISSOURI

MODEL	DESCRIPTION	QTY	Original Cost	EQUIPMENT LOCATION
DVRTRW2MWK1REY3	DVR Trek WasteApp Resl Midwest Verizon 12V RFID 2T	13	133,132.87	5700 Peabody Rd
VPKG-RESI-TAP	Includes one relay with digital input adapter and 75ft of 16 guage wire	13	3,899.02	Columbia, Missouri 65201
PS-10X	FleetMind Installation	13	1,300.00	
PS-27	FleetMind OBC Kit Shipping and Handling	13	1,300.00	
<b>Hardware Platform - Automated Side Loaders TOTAL:</b>			<b>139,431.89</b>	
<b>Hardware Platform - ASL</b>				
Product Code	Name	QTY	EXTENDED	
DVRTRW2MWK1REY3	DVR Trek WasteApp Resl Midwest Verizon 12V RFID 2T	2	20,481.98	5700 Peabody Rd
VPKG-PICT	On Board Camera - Planning Bill	2	337.00	Columbia, Missouri 65201
VPKG-RESI-TAP	Includes one relay with digital input adapter and 75ft of 16 guage wire	2	569.08	
GAM-DRIVER	CAM, INT, DRIVER, CBL 3M	2	268.00	
GAM-L-HOPPER	CAM, LIFT HOPPER, CBL, 25M	2	266.00	
GAM-MIRROR	CAM, MIRROR, CBL 10M	4	536.00	
GAM-REAR	CAM, BACKUP, GRID, CBL, 25ML	2	268.00	
GAM-SIDE	CAM, SIDE, CBL 15M	2	266.00	
PS-10X	FleetMind Installation - System Configuration - Travel and Living Extra	2	200.00	
PS-27	Fleetlink OBC Kit Shipping and Handling	2	200.00	
<b>Hardware Platform - ASL TOTAL:</b>			<b>23,388.08</b>	
<b>Hardware Platform - Frontloaders</b>				
Product Code	Name	QTY	EXTENDED	
VPKG-RFID	Kit Includes RFID reader pre-mounted onto the fibox cover, PoE, RFID antenna, coax antenna extension	11	24,700.50	5700 Peabody Rd
PS-27	Fleetlink OBC Kit Shipping and Handling	2	200.00	Columbia, Missouri 65201
<b>Hardware Platform - Frontloaders - TOTAL:</b>			<b>24,900.50</b>	
<b>Extended Limited Hardware Warranty</b>				
Product Code	Name	QTY	EXTENDED	
SM-30	Year 1 Limited Hardware and Software Warranty FleetMind	15	-	5700 Peabody Rd
SM-31-DVR-1	Extended Warranty DVR 1 yr	15	-	Columbia, Missouri 65201
SM-31-RFID-1	Extended Warranty RFID 1 yr	15	-	
<b>Extended Limited Hardware Warranty - TOTAL:</b>			<b>-</b>	
<b>Professional Services (Installations)</b>				
Product Code	Name	QTY	EXTENDED	
PS-RFID-INSTALL	Fleetmind Installation 1 OBC Kit/ ECM Truck + actuator + RFID - T&L Extra	15	18,821.25	5700 Peabody Rd
PS-CAMERA-MULTI	Kit Outside Camera Installation - Travel and Living Extra	2	1,590.04	Columbia, Missouri 65201
PS-10RFID	Fleetmind Installation - RFID Reader Travel and Living Extra	11	4,562.25	
PS-10E	Fleetmind Installation Verification- Travel and Living Extra	1	1,369.75	
<b>Professional Services (Installations) TOTAL:</b>			<b>26,333.29</b>	
<b>Travel and Living (See special terms and conditions)</b>				
Product Code	Name	QTY	EXTENDED	
PS-TRAVEL	Fleetmind Travel Expenses for Professional Services	8	6,360.16	5700 Peabody Rd
<b>Travel and Living (See special terms and conditions) TOTAL:</b>			<b>6,360.16</b>	Columbia, Missouri 65201
<b>Recurring Monthly Fee(s) (Not Included in Total Net Price Below)</b>				
Product Code	Name	QTY	EXTENDED	
SAS-MUNICIPAL- RMS	Fleetlink Municipal Software Monthly License Fee Per Vehicle including support and maintenance	15	1,652.65	5700 Peabody Rd
SAS-FLEETLINK HOSTING	Fleetlink Software Hosting	15	480.00	Columbia, Missouri 65201
SAS-DATA	Monthly Data Plan	15	360.00	
<b>Recurring Monthly Fee(s) (Not Included in Total Net Price Below) TOTAL:</b>			<b>2,392.65</b>	
<b>TOTAL</b>			<b>220,413.90</b>	