



EQUIPMENT FINANCE

PO Box 230789
Portland, OR 97281-0789

November 24, 2014

Tom Muehlenbeck, City Manager
City of McKinney

E-Mail: icoubrough@mckinneytexas.org

Dear Tom Muehlenbeck:

Enclosed please find the documentation necessary to enter into a Lease Agreement (the "Documents") between U.S. Bank Equipment Finance, a division of U.S. Bank National Association and CITY OF MCKINNEY. PROPERLY EXECUTED DOCUMENTS ALLOW US TO EXPEDITE FUNDINGS AND PURCHASE ORDERS. Please do not electronically scan and/or alter the contents of the Documents. If any changes are made (other than as properly authorized by us), we will not be able to accept these Documents for funding.

Please contact Linda Mulligan at 800-253-3468 ext 6032887 to assist you with the execution of your Documents.

If we are unable to make contact, PLEASE NOTE THE FOLLOWING:

- ◆ ALL AREAS SHOULD BE SIGNED OR INITIALED AND DATED AS INDICATED.
- ◆ PLEASE COMPLETE ALL INSURANCE AGENT INFORMATION AND EXECUTE THE INSURANCE AUTHORIZATION FORM. We will forward to your insurance agent for confirmation. No further action is required from you.
- ◆ REMIT ALL MONIES DUE WHEN INVOICED TO U.S. BANK EQUIPMENT FINANCE, PO BOX 790413 ST. LOUIS, MO 63179-0413. **PLEASE NOTE: YOUR FIRST INVOICE WILL INCLUDE AN ORIGINATION FEE OF \$350.00, PLUS ANY OTHER APPLICABLE PAYMENTS, DEPOSITS, TAXES AND/OR FEES.**
- ◆ IF YOU WISH TO HAVE AUTOMATIC DEBIT FOR YOUR PAYMENTS, PLEASE COMPLETE THE ENCLOSED AUTHORIZATION FOR AUTOMATIC PAYMENTS. If elected, automatic debit will begin on your next billing cycle.
- ◆ THE DELIVERY AND ACCEPTANCE CERTIFICATE SHOULD BE PROPERLY DATED, SIGNED AND RETURNED ONLY AFTER ALL EQUIPMENT REFERENCED THEREIN HAS BEEN DELIVERED/INSTALLED SATISFACTORILY.

Return the executed Documents to: U.S. Bank Equipment Finance, 13010 SW 68th Parkway, Suite 100, Portland, OR 97223. Documents should be returned via UPS. For your convenience, a shipping label has been included with your Documents.

Please retain a copy of the executed Documents for your permanent records.

Very truly yours,

Linda Mulligan
Lease Coordinator
11/14



EQUIPMENT FINANCE

Lease Agreement No-030-53538-001

Send Account Inquiries to: 1310 Madrid Street • Marshall, MN 56258 Send Payments to: P.O. Box 790413 • St. Louis, MO 63179-0413

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

Table with customer information: FULL LEGAL NAME (CITY OF MCKINNEY), STREET ADDRESS (PO BOX 517), CITY (MCKINNEY), STATE (TX), ZIP (75070), PHONE (972-547-7500), BILLING STREET ADDRESS (SAME).

USA PATRIOT ACT NOTICE – IMPORTANT INFORMATION ABOUT PROCEDURES

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account.

EQUIPMENT DESCRIPTION

See Exhibit A for detailed description of goods and equipment.

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PAYMENTS & TERMS

Table with payment terms: Term in Months (Thirty Six (36)), Payments (Thirty Six (36) Payments of \$2,603.19), Original Cost (\$87,209.20), Amount Financed (\$87,209.20), and Additional terms including PAYMENT ADJUSTMENT.

END OF TERM: We hereby transfer title to the Equipment to you, AS IS, WHERE IS. You, as owner, agree to report and pay when due all taxes (including personal property taxes, fines and penalties) relating to this Agreement or the Equipment.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Table for Lessor Acceptance: U.S. Bank Equipment Finance, a division of U.S. Bank National Association (LESSOR), SIGNATURE, An Authorized Officer Thereof, DATED.

CUSTOMER ACCEPTANCE of this Lease Agreement, including all terms on the second page, attached hereto.

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

Table for Customer Acceptance: CITY OF MCKINNEY (LESSEE), SIGNATURE (marked with X), Tom Muehlenbeck, City Manager (NAME/TITLE), DATED.

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will commence on the date we pay the supplier. Unless otherwise stated in an addendum hereto, this Agreement will renew for 3-month term(s) unless you send us written notice between 90 and 150 days (before the end of any term) that you want to purchase or return the Equipment. Any lease with a \$1.00 or \$101.00 purchase option will not be renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; (3) to comply with the tax laws of the state in which the Equipment is located; and/or (4) if a down payment or deposit is deducted. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you a fee for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. By the date the first Payment is due, you agree to pay us an origination fee as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check or automatic withdrawal payment is returned for nonpayment, you will pay us a fee of \$30.00 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; RETURN; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1) or be named on the vehicle title to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original Equipment cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide 10 days advance written notice to us of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our Assignee will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Lease is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **SECURITY DEPOSIT:** You will pay any security deposit on the date you sign this Agreement; you grant us a security interest in the security deposit. In the event this Agreement is not fully completed or is in default, the security deposit will be retained by us to compensate us for our processing and other expenses. The security deposit is non-interest-bearing, and it or a part may be applied by us to satisfy any amount owed to us by you, in which event you will promptly restore the security deposit to its full amount. If you fully comply with all conditions herein and you have never been in default of this Agreement, the security deposit will be refunded to you after the return of the Equipment in accordance with paragraph 3 or when we are fully paid.

8. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

9. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents with the security deposit to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time.

10. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARDS TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

11. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the internal laws (without regard to the conflict of laws provisions) of the State of Minnesota, but giving effect to federal laws applicable to national banks. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



EQUIPMENT FINANCE

Lease Agreement No.030-53538-001

Reference is made to that certain Lease Agreement dated **November 24, 2014**, wherein **U.S. Bank Equipment Finance, a division of U.S. Bank National Association** is the Lessor and **CITY OF MCKINNEY** is the Lessee (the "Agreement"), the terms of which (including the definitions) are incorporated herein.

The "Equipment" and/or "Financed Items" (as defined and used in the above Agreement and any and all related documents) includes the following:

The following is installed or stored at: 2200 TAYLOR BURK DR MCKINNEY, TX 75071 County: COLLIN SIX (6) 99576 000024 LUCAS 2, 2.2 CHEST COMPRESSION SYSTEM, AND ALL ACCESSORIES AND ATTACHMENTS.

ALL OF THE ABOVE TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

IN WITNESS WHEREOF, the Lessor and the Lessee have each caused this Exhibit A to be duly executed as of **November 24, 2014**.

**U.S. Bank Equipment Finance, a division of
U.S. Bank National Association**

CITY OF MCKINNEY

By: _____
An Authorized Officer Thereof

By: _____
Tom Muehlenbeck
City Manager

ADDRESS FOR ALL NOTICES TO LESSOR:
PO Box 230789
Portland, OR 97281-0789



DELIVERY AND ACCEPTANCE CERTIFICATE

EQUIPMENT FINANCE

Lease Agreement No.030-53538-001

The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association. The words you and your refer to the customer.

CUSTOMER INFORMATION

FULL LEGAL NAME CITY OF MCKINNEY		STREET ADDRESS 2200 TAYLOR BURK DR	
CITY MCKINNEY	STATE TX	ZIP 75071	PHONE 972-547-2850

SUPPLIER INFORMATION

NAME OF SUPPLIER PHYSIO-CONTROL, INC.		STREET ADDRESS 11811 WILLOWS ROAD NE	
CITY REDMOND	STATE WA	ZIP 98073	PHONE 800-442-1142

EQUIPMENT DESCRIPTION

SIX (6) 99576 000024 LUCAS 2, 2.2 CHEST COMPRESSION SYSTEM, AND ALL ACCESSORIES AND ATTACHMENTS. TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Further, all conditions and terms of the Lease Agreement have been reviewed and acknowledged. Upon your signing below, your promises in the Lease Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have purchased the Equipment from the supplier, and you may contact the above supplier for your warranty rights, which we transfer to you for the term of the Agreement. Your approval as indicated below of our purchase of the Equipment from the supplier is a condition precedent to the effectiveness of the Lease Agreement.

11/13

X

Tom Muehlenbeck
CUSTOMER SIGNATURE

City Manager
TITLE

DATE OF ACCEPTANCE

DO NOT SIGN AND DATE UNTIL ALL EQUIPMENT HAS BEEN DELIVERED AND ACCEPTED. Thank You!



EQUIPMENT FINANCE

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

SCHEDULE NUMBER: 030-53538-001
Application # 1917641

INVOICE DATE: November 24, 2014

AMOUNT DUE: \$2,953.19

CITY OF MCKINNEY
PO BOX 517
MCKINNEY, TX 75070
Attention: Tom Muehlenbeck
Customer Phone Number: 9725472850

U.S. Bank Equipment Finance, a division of
U.S. Bank National Association
030-53538-001

>>>>>>> PLEASE RETAIN THIS PORTION FOR YOUR RECORDS <<<<<<<<

All monthly payments MUST be sent to this address:

U.S. Bank Equipment Finance
PO Box 790413
St. Louis, MO 63179-0413

U.S. Bank Equipment Finance, a division of
U.S. Bank National Association

ACCOUNT: 030-53538-001

AMOUNT DUE: \$2,953.19

INVOICE DATE: November 24, 2014

QUESTIONS? PLEASE CALL 800-253-3468

INVOICE SUMMARY

Closing Fee	\$350.00
Current Charges [Payment One (1)]	\$2,603.19
TOTAL CURRENT CHARGES	\$2,953.19

TOTAL AMOUNT DUE WITH EXECUTED DOCUMENTS



EQUIPMENT FINANCE

STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT #-030-53538-001

Addendum to Agreement #030-53538-001, dated November 24, 2014, between CITY OF MCKINNEY, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement or be named on the vehicle title to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws (without regard to the conflict of laws provisions) of the state where you are located but giving effect to federal laws applicable to national banks. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance, a division of U.S. Bank
National Association
Lessor

CITY OF MCKINNEY
Customer

An Authorized Officer

By: _____
Tom Muehlenbeck
City Manager

Date



INSURANCE AUTHORIZATION AND VERIFICATION

EQUIPMENT FINANCE

Date: November 24, 2014

Schedule Number: 030-53538-001
Application # 1917641

To: CITY OF MCKINNEY ("Customer")
PO BOX 517
MCKINNEY, TX 75070

From: U.S. Bank Equipment Finance, a division of U.S. Bank
National Association ("Creditor") and its successors and
assigns
1310 Madrid Street
Marshall, MN 56258
Attn: Insurance Department

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor requires proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets Creditor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, AND ITS SUCCESSORS AND ASSIGNS shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Creditor.

Customer must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Customer must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$87,209.20, with deductibles no more than \$10,000.00.

*Customer: Please execute this form and return with your document package. Creditor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right to purchase such insurance at your expense. Should you have any questions, please contact the Insurance Department at (800) 828-8246 Ext. 1513720.

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Agency/Agent: _____ / _____
Address: _____
Phone/Fax: _____ / _____
E-Mail: _____

CITY OF MCKINNEY
By: _____
Tom Muehlenbeck, City Manager

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at (866) 405-8329. This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements. CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, please deliver notice to U.S. Bank Equipment Finance, a division of U.S. Bank National Association in accordance with the policy provisions.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name Of Agency:
X _____

By: X _____
(Agent's Signature)

Print Name: X _____ Date: X _____

Insurable Value: \$87,209.20

PROPERTY DESCRIPTION FOR SCHEDULE NUMBER: 030-53538-001

SIX (6) 99576 000024 LUCAS 2, 2.2 CHEST COMPRESSION SYSTEM, AND ALL ACCESSORIES AND ATTACHMENTS.

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.



EQUIPMENT FINANCE

*****IMPORTANT NOTICE*****

REGARDING

PROPERTY TAX

Customer Name: CITY OF MCKINNEY
Schedule Number: 030-53538-001

The Property, which is subject to the Lease Agreement MAY BE located in a jurisdiction which imposes property tax. Notwithstanding anything to the contrary in the Lease shall be deemed to be a conditional sales contract and Lessor is not and shall not be deemed to be the owner of the Property for any purpose. Therefore, Lessor shall not be liable for personal property taxes assessed against the Property and shall not report the Property to the applicable taxing authorities. As owner, **Lessee shall report and remit directly** to the applicable taxing authorities any and **all personal property taxes** assessed against the Property, in accordance with applicable law, and shall maintain proof of payment.

Please check with the appropriate taxing authority for specific requirements or information. This notice has been provided to help ensure that your transaction is processed in the most timely and accurate manner.

03/10