RESOLUTION NO. R-2018-53

RESOLUTION OF THE VILLAGE OF MAYWOOD AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER GOVERNMENTAL LEASE-PURCHASE AGREEMENT AND SUPPLEMENT NO. 613939-400 THEREOF WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THERewith; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS SET FORTH IN THE MASTER GOVERNMENTAL LEASE-PURCHASE AGREEMENT AND SUPPLEMENT NO. 613939-400

(Purchase and Lease of 2016 E-One Aerial Ladder Model CR100 Fire Truck)

WHEREAS, the President and Board of Trustees of the Village of Maywood (the “Village Board”) desire to approve and enter into the following financing documents with Wells Fargo Bank, National Association, for the purchase and lease of one (1) Aerial Ladder Fire Truck (Truck Description: 2016 E-One Aerial Ladder Model CR100 Fire Truck - VIN 4EMLABA86G1009879) (the “Fire Truck and Related Equipment”) for use by the Maywood Fire Department (“Village” or “MFD” or "Lessee") and the MFD personnel to perform their essential governmental functions, including performance of MFD day-to-day operations, training activities, fire protection and firefighting activities, other related fire service operations, fire and emergency medical service calls and mutual aid responses, subject to the terms and provisions set forth in the financing documents, copies of which are attached hereto as Group Exhibit "A" and made a part hereof (collectively, the “Lease Agreement”):

1. Master Governmental Equipment Lease Purchase Agreement Number 613939 dated as of October 10, 2018;
2. Supplement No. 613939-400 dated as of October 10, 2018 to Master Governmental Lease Purchase Agreement (the “Supplement”);
3. Titled Equipment Agreement & Acknowledgement;
4. Exhibit A to Master Governmental Equipment Lease Purchase Agreement and Supplement (Amortization Schedule for Quarterly Payments);
5. Delivery & Acceptance Certificate;
6. Bank Qualified Designation; and

WHEREAS, the Lessee desires to purchase, acquire and lease the Fire Truck and Related Equipment, which is personal property and is necessary for the Lessee to perform essential governmental functions, subject to compliance with the following Payment Terms set forth in the Lease Agreement and the Supplement:

- Lessee shall make one (1) advance payment of $15,000.00, followed by sixteen (16) consecutive quarterly payments of $57,828.11.
- Payment Term (Months): 48.
- Payment Frequency: Quarterly.
- Number of Payments: 17.
- Finance Amount: $855,893.00.
- Total Basic Rent: $940,249.76.
- Interest Rate: 4.59%.
- Final Purchase Option Price: $1.00.
WHEREAS, Wells Fargo Bank, National Association (the "Lessor") desires to approve and enter into the Lease Agreement for the purposes stated therein and subject to the terms and provisions set forth in the Lease Agreement, copies of which are attached hereto as Group Exhibit “A” and made a part hereof; and

WHEREAS, the Lessor and the Lessee agree that the forms of the documents that comprise the Lease Agreement have been presented to the Village Board for consideration and approval at a public meeting held by the Village Board on November 20, 2018 in accordance with the applicable provisions of the Open Meetings Act (5 ILCS 120/ 1 et seq.); and

WHEREAS, the President and Board of Trustees of the Village of Maywood find that approving and entering into the Lease Agreement in order to purchase and lease the Fire Truck and Related Equipment for use by the Village of Maywood Fire Department and the MFD personnel to perform their essential governmental functions, including performance of MFD day-to-day operations, training activities, fire protection and firefighting activities, other related fire service operations, fire and emergency medical service calls and mutual aid responses, is in the best interests of and serves to protect the health, welfare and safety of the Village, its employees, residents, property owners, businesses and the public; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, an Illinois home rule municipality, are authorized to approve and enter into the Agreements in accordance with the applicable State laws, including the Village’s home rule powers under Article VII, Section 6 of the 1970 Constitution of the State of Illinois, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the Illinois Municipal Code (65 ILCS 5/1 et seq).

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS follows:

Section 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

Section 2: Approval of Documents. The President and Board of Trustees of the Village of Maywood approve and authorize the execution of the following Agreements, copies of which are attached hereto as Group Exhibit “A” and made a part hereof (collectively, the “Lease Agreement”):

1. Master Governmental Equipment Lease Purchase Agreement Number 613939 dated as of October 10, 2018;
2. Supplement No. 613939-400 dated as of October 10, 2018 to Master Governmental Lease Purchase Agreement (the “Supplement”);
3. Titled Equipment Agreement & Acknowledgement;
4. Exhibit A to Master Governmental Equipment Lease Purchase Agreement and Supplement (Amortization Schedule for Quarterly Payments);
5. Delivery & Acceptance Certificate; and

The form, terms and provisions of the Lease Agreement and the Supplement (including such Exhibits) are approved in substantially the form documents that are attached to this Resolution as
Group Exhibit “A”. The Parties agree that any insertions necessary to correct any omissions and changes to the Lease Agreement and the Supplement and any related documents to conform to the agreed-upon financing terms of the purchase and lease of the Fire Truck and Related Equipment shall be approved by the Village President, or her designee, executing the same, and the execution of such documents being conclusive evidence of such approval. The Finance Amount of the Fire Truck and Related Equipment is $855,893.00. The Lessee shall make one (1) advance payment of $15,000.00, followed by sixteen (16) consecutive quarterly payments of $57,828.11, for a Total Basic Rent of $940,249.76.

Section 3: Other Actions Authorized. The President and Board of Trustees of the Village of Maywood authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the Lease Agreement and the Supplement (including such Exhibits), which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The Village Clerk, or her designee, is authorized and directed to deliver executed versions of the Agreement and the Supplement (including such Exhibits) to the respective parties thereto and the Village Clerk, or her designee, is authorized to affix the seal of the Lessee to such documents.

The President and Board of Trustees also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village’s obligations under the Lease Agreement and the Supplement. The Village officials and employees shall take all action necessary or reasonably required under the Lease Agreement and the Supplement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of an acceptance certificate with respect to the Supplement, as contemplated in the Lease Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Lease Agreement and the Supplement.

Section 4: No General Liability. Nothing contained in this Resolution, the Lease Agreement, the Supplement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease Agreement, the Supplement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Lease are special limited obligations of the Lessee as provided therein.

Section 5: Appointment of Authorized Lessee Representatives. The Village Manager and the Village Fire Chief of the Lessee are each designated to act as authorized representatives of the Lessee for purposes of the Agreement and the Supplement, until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and the Supplement.

Section 6: Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.
Section 7: Repealer. All resolutions or parts thereof that are inconsistent with this Resolution are repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any resolution or part thereof.

Section 8: Effective Date. This Resolution shall be effective immediately upon its approval and adoption as provided by applicable state law.

ADOPTED this 20th day of November, 2018, pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) H. Yarbrough I. Brandon, A. Sanchez and K. Wellington

NAYS: None

ABSENT: Trustee(s) M. Lightford and R. Rivers

APPROVED this 21st day of November, 2018, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

__________________________________________
Edwenna Perkins, Village President

ATTEST:

__________________________________________
Viola Mims, Village Clerk

(SEAL)
Group Exhibit “A”

1. Master Governmental Equipment Lease Purchase Agreement Number 613939 dated as of October 10, 2018

2. Supplement No. 613939-400 dated as of October 10, 2018 to Master Governmental Lease Purchase Agreement (the “Supplement”)

3. Titled Equipment Agreement & Acknowledgement

4. Exhibit A to Master Governmental Equipment Lease Purchase Agreement and Supplement

5. Delivery & Acceptance Certificate

6. Bank Qualified Designation

(attached)
STATE OF ILLINOIS  )
    ) SS
COUNTY OF COOK    )

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, and is entitled:

RESOLUTION NO. R-2018-53

RESOLUTION OF THE VILLAGE OF MAYWOOD AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER GOVERNMENTAL LEASE-PURCHASE AGREEMENT AND SUPPLEMENT NO. 613939-400 THERETO WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS SET FORTH IN THE MASTER GOVERNMENTAL LEASE-PURCHASE AGREEMENT AND SUPPLEMENT NO. 613939-400

(Purchase and Lease of 2016 E-One Aerial Ladder Model CR100 Fire Truck)

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 20th day of November, 2018, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 20th day of November, 2018.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Perkins, Trustee(s) H. Yarbrough I. Brandon, A. Sanchez and K. Wellington

NAYS: None

ABSENT: Trustee(s) M. Lightford and R. Rivers

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 21st day of November, 2018.

Viola Mims, Village Clerk
Master Governmental Lease Purchase Agreement

Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

Name and Address of Lessee:
Village of Maywood
700 Saint Charles Road
Maywood, IL 60153

Master Governmental Lease Purchase Agreement Provisions ("Master Lease")

1. LEASE. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the personal property described in a Supplement or Supplements to this Master Lease from time to time signed by Lessor and Lessee upon the terms and conditions set forth in this Master Lease and in the related Supplement (such property together with all replacements, substitutions, parts, improvements, repairs, and accessories, and all additions incorporated therein or affixed thereto being referred to herein as the "Equipment"). Each Supplement shall constitute a separate lease incorporating the terms of this Master Lease. References in this Master Lease to "this Lease", "hereunder" and "herein" shall be construed to mean a Supplement which incorporates this Master Lease. Lessee's execution of a Supplement shall obligate Lessee to lease the Equipment described therein from Lessor. No Supplement shall be binding on Lessor unless and until executed by Lessor. Anything to the contrary notwithstanding, Lessor shall have no obligation to accept, execute or enter into any Supplement or to acquire or lease to Lessee any equipment. Except as otherwise required by applicable law, upon Lessee's acceptance of the Equipment under the Lease, title to all Equipment shall vest in Lessee subject to Lessor's rights hereunder.

2. TERM. The term of this Lease shall begin on, and interest shall accrue from, the rent commencement date shown in the applicable Supplement and shall continue for the number of consecutive months from the rent commencement date shown in such Supplement unless earlier terminated as provided herein. Upon agreement by Lessor and Lessee as to any Equipment to be acquired and leased by Lessee under this Lease, Lessor and Lessee may enter into an escrow agreement establishing a fund from which the Total Cost for such Equipment is to be disbursed in accordance with disbursement requests as provided therein, and an amount equal to the Total Cost for such Equipment is to be deposited therein by Lessor. Lessee agrees that the rent commencement date may be left blank when Lessor executes the related Supplement and hereby authorizes Lessor to insert the rent commencement date, which shall be the date Lessor disburses the Total Cost or deposits such amounts into an escrow fund as provided herein, irrespective of when the Equipment is accepted by Lessee. When the Equipment under this Lease has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor a delivery and acceptance certificate.

3. RENT; NON-APPROPRIATION. Lessee shall pay as basic rent for the term of this Lease the amount shown in the related Supplement as Total Basic Rent, subject, however, to the provisions of this paragraph 3. As set forth in the related Supplement or an exhibit thereto, each basic rental payment consists of principal and interest portions. The Total Basic Rent shall be payable in Installments each in the amount of the basic rental payment set forth in the related Supplement plus sales and use tax thereon (if applicable). Lessee shall pay advance Installments and any security deposit, each as shown in the related Supplement, on the date it is executed by Lessee. Subsequent Installments shall be payable on the first day of each rental payment period shown in the related Supplement beginning after the first rental payment period; provided, however, that Lessor and Lessee may agree to any other payment schedule, in which event they shall be set forth in the Supplement.

Lessee is obligated only to pay basic rental payments and other amounts due under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay the basic rental payments and other amounts due under this Lease for any fiscal period during the term of this Lease (an "Event of Non-Appropriation"), this Lease shall be deemed terminated at the end of Lessee's then current fiscal period. Lessee agrees to deliver notice to Lessor immediately (and in no case later than 30 days prior to the end of Lessee's then current fiscal period) of the occurrence of an Event of Non-Appropriation under this Lease. If an Event of Non-Appropriation occurs with respect to this Lease, Lessee shall return the Equipment in accordance with paragraph 14. Lessee currently intends, subject to this paragraph, to pay all basic rental payments for the term of the Lease, and reasonably believes that legally available funds in an amount sufficient to pay all basic rental payments and other amounts due during the term of this Lease can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain legally available funds from which the basic rental payments and other amounts due under this Lease may be paid, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding anything herein to the contrary, the decision whether or not to budget and appropriate funds and continue the term of this Lease is within the discretion of the governing body of Lessee.

Lessor and Lessee understand and intend that the obligation of Lessee to pay basic rental payments under this Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Lessor: Wells Fargo Bank, National Association

By

Title

Lessee: Village of Maywood

By

Title

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4. SECURITY DEPOSIT. Lessor may apply any security deposit toward any obligation of Lessee under any Supplement and shall return any unapplied balance to Lessee without interest upon full satisfaction of all of Lessee's obligations.

5. NO WARRANTIES. Lessee agrees that it has selected each item of Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSEE ACKNOWLEDGES THAT: LESSOR IS ACTING ONLY AS A FINANCING SOURCE WITH RESPECT TO LESSEE'S ACQUISITION OF THE EQUIPMENT; LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT NOR A DEALER THEREIN; THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY, DESCRIPTION AND MANUFACTURE SELECTED BY THE LESSEE; LESSEE IS SATISFIED THAT THE EQUIPMENT IS SUITABLE AND FIT FOR ITS PURPOSES; AND LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE EQUIPMENT EXPRESS OR IMPLIED. LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE QUALITY, CONDITION OR CAPACITY OF THE EQUIPMENT OR THE MATERIALS IN THE EQUIPMENT OR WORKMANSHIP OF THE EQUIPMENT, TITLE TO THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY EQUIPMENT OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OR OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENTS OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWEVER CAUSED. LESSOR SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING ANY LIABILITY FOR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. No defect or unfitness of the Equipment and no failure on the part of the manufacturer or the shipper of the Equipment to deliver the Equipment or any part thereof to Lessee shall relieve Lessee of the obligation to pay rent or any other obligation hereunder. Lessor shall have no obligation in respect of the Equipment and shall have no obligation to install, erect, test, adjust or service the Equipment. Lessee shall look only to persons other than Lessor such as the manufacturer, vendor or other person for whom Lessee shall have no warranty. Lessee may return any part of the Equipment for any reason and in any case be defected from the Equipment by the manufacturer and/or vendor and provided Lessee is not in default under the Lease, Lessor shall make available to Lessee all manufacturer and/or vendor warranties with respect to the Equipment.

6. LESSEE COVENANTS, REPRESENTATIONS AND WARRANTIES. (a) Affirmative Covenants. Lessee shall: (i) pay all shipping and delivery charges and other expenses incurred in connection with the Equipment and pay all lawful claims, whether for labor, materials, supplies, rent or services, which might or could if unpaid become a lien on the Equipment; (ii) comply with (x) all federal, state and local laws, regulations and rules relating to Lessee, the Equipment and/or its use, (y) all manufacturer's instructions and warranty requirements, and (z) the conditions and requirements of all policies of insurance relating to the Equipment and its use; (iii) mark and identify the Equipment with all information and in such manner as Lessor or its assigns may request from time to time and replace promptly any such markings or identification which are removed, defaced or destroyed; (iv) at all times during business hours, grant to Lessor and all persons acting or performing on behalf of Lessor's or Lessor's rights, the Equipment located on the premises wherein the Equipment is located and used and permit Lessor to inspect the Equipment and all applicable maintenance records; provided, however, that Lessor shall have no obligation to inspect any Equipment or records; (v) maintain a system of accounts established and administered in accordance with generally accepted accounting principles and practices consistently applied; (vi) within one hundred and twenty (120) days after the end of each fiscal period, deliver to Lessor the audited financial statements of Lessee as at the end of and for such fiscal period, with accompanying notes to financial statements, each setting forth in comparative form the corresponding figures for the preceding fiscal period, each figure to be prepared in accordance with generally accepted accounting principles and practices consistently applied, and certified by an independent accounting firm; (vii) with reasonable promptness, furnish Lessor with such other information, financial or otherwise, relating to Lessee or the Equipment as Lessor shall reasonably request; and (viii) comply with all provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the United States Treasury Regulations thereunder applicable to excluding the interest component of the basic rental payments under this Lease from the recipient's gross income for federal income tax purposes.

(b) Negative Covenants. Lessee shall not (i) voluntarily or involuntarily create, incur, assume or suffer to exist any mortgage, lien, security interest, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the Equipment or this Lease or any of Lessee's interest hereunder, except those created under this Lease in favor of Lessor; (ii) permit the name of any person, association or corporation other than the Lessor or Lessee to be placed on the Equipment; (iii) part with possession or control of or suffer or allow to pass out of its possession or control, any part of the Equipment or change the location with respect to vehicles or mobile equipment) of the Equipment or any part thereof from the address shown in the applicable Supplement; (iv) ASSIGN OR IN ANY WAY TRANSFER OR DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE EQUIPMENT; (v) change its name or address from that set forth above; or (vi) permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code.

(c) Representations and Warranties. Lessee represents and warrants to Lessor, that effective on the date on which Lessee executes this Master Lease and each Supplement: (i) Lessee is a state or political subdivision thereof within the meaning of Section 103(c) of the Code; (ii) Lessee has the power and authority under applicable law to enter into the transactions contemplated by this Master Lease and each Supplement and to perform all of its obligations hereunder and thereunder; (iii) the execution and delivery of this Master Lease and each Supplement and the performance by Lessee of each of its obligations hereunder and thereunder will not violate the articles of incorporation or bylaws of Lessee or any agreement, understanding, arrangement, commitment or indenture affecting the business, properties or affairs of Lessee, or any agreement, understanding, arrangement, commitment or indenture of Lessee, or any other contract, agreement or instrument to which Lessee is a party or by which it is bound; (iv) the person executing the Master Lease and each Supplement on behalf of Lessee is duly authorized; (v) all requirements have been met and procedures have occurred in order to ensure the enforceability of this Master Lease and each Supplement, and Lessee has complied with such public bidding requirements as may be applicable to the transactions contemplated by this Master Lease and each Supplement; (vi) Lessee has obtained all other approvals and consents as are necessary to consummate the Master Lease and each Supplement; (vii) this Master Lease and each Supplement constitute a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms; (viii) all information provided by Lessee to Lessor in connection with this Lease is true and correct; (ix) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee; (x) the Equipment is not the property of the owner; (xi) there are no suits pending or threatened against Lessee which, if decided adversely, might materially adversely affect Lessee's financial condition, the value, utility or remaining useful life of the Equipment, the rights intended to be afforded to Lessee hereunder or the ability of Lessee to perform its obligations under the Lease or any document delivered in connection with the Lease; (xii) no portion of the net proceeds of this Lease will be used to reimburse Lessee for any MASTLIMUNI.0817:61399-400
payment made more than 60 days prior to the earlier of (I) the date Lessee executed the related Supplement or (II) any official action taken by Lessee or its governing body to evidence an intent to finance the Equipment described in the related Supplement; and (xii) in the event that the Total Cost of any Equipment includes a prepayment for updates, maintenance and support, or services with respect to computer software, the vendor thereof has obtained a license in writing (and such writing has been or will be delivered to Lessor) to provide to Lessee maintenance, repair, extended warranty, updates or maintenance or support services, as applicable and regularly provided to non-governmental persons on the same terms.

7. TAXES. Lessee shall promptly pay when due, and indemnify and hold Lessor harmless, on an after-tax basis, all sales, use, property, excise and other taxes and all license, registration and governmental fees or charges now or hereafter imposed by any governmental body or agency upon the Equipment or its use, purchase, ownership, delivery, leasing, possession, storage, operation, maintenance, repair, return or other disposition of the Equipment, or for titling or registering the Equipment, or upon the income or other proceeds received with respect to the Equipment or this Lease or the rentals hereunder; provided, however, that Lessee shall not be required to pay taxes or assessed upon the net income of Lessor. Lessee shall prepare and file all tax returns relating to taxes for which Lessee is hereunder responsible which Lessee is permitted to file under the laws of the applicable taxing jurisdiction. Upon the expiration or earlier termination of the Lease, Lessee shall pay to Lessor any such taxes accrued or assessed but not yet due and payable.

8. INDEMNITY. To the extent permitted by applicable law and subject to the provisions of paragraph 3 hereof, Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, obligations, actions, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including attorneys’ fees) arising out of, or in any manner connected with, or resulting directly or indirectly from, the Equipment, including, without limitation, the manufacture, purchase, lease, financing, selection, ownership, delivery, rejection, non-delivery, transportation, possession, use, storage, operation, condition, maintenance, repair, return or other disposition of the Equipment or this Lease, including without limitation, claims for injury to or death of persons and for damage to property, whether arising under the doctrine of strict liability, by operation of law or otherwise, and to give Lessor prompt notice of any such claim or liability.

9. ASSIGNMENT. Lessor may sell or assign any or all of its interest in this Lease or sell or grant a security interest in all or any part of the Equipment, without the consent of Lessee; provided, however, Lessor will deliver to Lessee written notice of an assignment. Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments with respect to this Lease in form necessary to comply with Section 149 of the Code. For this purpose, Lessee appoints Lessor to act as its registration agent, which appointment Lessor hereby accepts. Lessor agrees on Lessee’s behalf to maintain such record of all assignments. Lessee agrees not to assert against any assignee of Lessor any setoff, recoupment, claim, counterclaim or defense Lessee may have against Lessor or any person other than such assignee. Lessee agrees that if it receives written notice of an assignment from Lessor, it will pay all Rent and other payments payable under each assigned Supplement to such assignee as instructed by Lessor or the assignee identified in the notice received from Lessor. An assignee of Lessor shall have all rights of Lessor under the applicable Lease, to the extent assigned, separately exercisable by such assignee independently of Lessor or any assignee with respect to other leases. Upon any such assignment and except as may otherwise be provided therein all references in this Master Lease to Lessor shall include such assignee.

10. EQUIPMENT PERSONALITY. The Equipment shall remain personal property regardless of its attachment to realty, and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment as a result of its attachment to realty. If requested by Lessor with respect to any item of the Equipment, Lessee will obtain and deliver to Lessor waivers of interest or liens in recordable form, satisfactory to Lessor, from all persons claiming any interest in the real property on or in which such item of the Equipment is installed or located.

11. USE AND MAINTENANCE. Lessee will use the Equipment with due care and only for the purpose for which it is intended. Lessee will, by qualified personnel, use, maintain, repair, modify (to the extent permitted or required herein) in accordance with prudent practices (but in no event less than the same extent to which Lessee maintains other similar equipment owned or leased by it) and in accordance with the purpose for which such Equipment was designed, in compliance with insurance policies, manufacturer’s specifications, maintenance programs, warranties and applicable laws, and shall keep the Equipment in as good repair, condition and working order as when originally received by Lessee, ordinary wear and tear excepted, and will furnish and replace all parts of the Equipment as may from time to time become worn out, lost, stolen, destroyed or damaged or unfit for use, all at its expense. Lessee shall, at its expense, make all modifications and improvements to the Equipment required by law. Lessee may, at its sole cost and expense, make any modifications to the Equipment, provided that such modifications (a) are readily removable without causing damage to the Equipment, (b) do not reduce the value, utility, marketability or remaining useful life of the Equipment, and (c) are of a kind that customarily are made by lessees or purchasers of equipment similar to the Equipment. All parts, modifications and improvements to the Equipment shall, when installed or made, immediately become part of the Equipment for all purposes; provided, that any modification not required by law shall be removed by Lessee and any damage to the Equipment resulting from such removal shall be repaired prior to the return of the Equipment to the Lessor. The Equipment shall not be used outside of the United States without Lessor’s prior written consent.

12. LOSS OR DAMAGE. No loss or damage to the Equipment or any part thereof shall affect any obligation of Lessee under this Lease, which shall continue in full force and effect. Lessee shall advise Lessor in writing within five (5) days of any item of Equipment becoming lost, stolen or damaged and of the circumstances and extent of such damage. In the event any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment (each, a "Loss"), Lessee shall promptly pay Lessor from insurance proceeds and other legally available funds, within ten (10) days after demand by Lessor, a payoff amount equal to the Termination Balance (as set forth on the related Supplement or an exhibit thereto) with respect to such item of Equipment (as determined by Lessor based on the Total Cost of such Equipment) as of the rental payment due date immediately preceding the date of Loss, plus accrued interest thereon at the annual rate set forth on the related Supplement or an exhibit thereto from such rental payment due date through the date of payment to Lessor, computed on the basis of a 30 day month and 360 day year. Upon payment of such amount to Lessor, such item shall become the property of Lessor. Lessor will release or transfer to Lessee, without recourse or warranty, all of Lessor’s right, title (if any) and interest therein, the rent with respect to such item shall terminate, and the basic rental payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any Insurance or condemnation proceeds received shall be paid to Lessor and credited to Lessee’s obligation under this paragraph and Lessee shall be entitled to any surplus. Whenever the Equipment is damaged and such damage can be repaired, Lessee shall, at its expense, promptly effect such repairs as Lessor shall
deem necessary for compliance with paragraph 11 above. Proceeds of insurance shall be paid to Lessor with respect to such reparable damage to the Equipment and shall, at the election of Lessor, be applied either to the repair of the Equipment by payment by Lessor directly to the person completing the repairs, or to the reimbursement of Lessee for the cost of such repairs; provided, however, that Lessor shall have no obligation to make such payment or any part thereof until receipt of such evidence as Lessor shall require. It is further provided that Lessor may apply such proceeds to the payment of any rent or other sum due or to become due hereunder if at the time such proceeds are received by Lessor there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default.

13. INSURANCE. Lessee shall obtain and maintain on or with respect to the Equipment at its own expense (a) liability insurance (including bodily injury and property damage) with a minimum $1.0 million combined single limit per occurrence and (b) all-risk physical damage insurance insuring against loss or damage to the Equipment in an amount not less than the full replacement cost of the Equipment or the then applicable Termination Balance, whichever is greater. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee in at least the minimum amounts required herein naming Lessor as an additional insured thereunder for the liability coverage and as (i) loss payee for the property damage coverage if the aggregate original cost of the Equipment leased hereunder exceeds $1 million or less, or (ii) lender loss payee for the property damage coverage if the aggregate original cost of the Equipment leased hereunder exceeds $1 million. Each such policy shall be in such form and with such insurers as may be satisfactory to Lessor, and shall contain a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy and a clause requiring the Insurer to give to Lessor at least thirty (30) days’ prior written notice of (i) the cancellation or non-renewal of such policy or (ii) any amendment to the terms of such policy if such amendment would cause the policy no longer to conform to the policy requirements stated in this paragraph; and ten (10) days prior notice of cancellation for non-payment of premiums. Lessee shall deliver to Lessor, annually and upon renewal or replacement of any insurance required herein, evidence satisfactory to Lessor that such insurance is in effect. Lessee hereby assigns to Lessor the proceeds of all such insurance and directs any insurer to make payments directly to Lessor. 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.

14. RETURN OF THE EQUIPMENT. Upon the termination of this Lease by Lessor pursuant to its rights under paragraph 18 or following an occurrence of an Event of Non-Appropriation, Lessee will immediately deliver the Equipment to and in the manner designated by the Lessor in the same condition as when delivered to Lessee fully capable of performing all functions for which it was originally designed (or as upgraded during the Lease term), ordinary wear and tear excepted, and in compliance with any additional return conditions set forth in the applicable Supplement, at such location within the continental United States as Lessor shall designate. Lessee shall pay all transportation and other expenses relating to such delivery. Lessee shall arrange for the disassembly and packing of the Equipment, together with all parts and pieces and then reassemble (including, if necessary, repair and overhaul) by an authorized representative of the manufacturer. Without limiting the generality of the foregoing, returned Equipment shall be in such condition to immediately qualify for (i) the manufacturer’s (or other authorized service representative’s) then available service contract or warranty, and (ii) all applicable licenses or permits necessary for its operation for its intended purposes and to comply with all specifications and requirements of applicable federal, state and local laws. The Equipment shall be returned with all related maintenance logs, operating manuals and other related materials and all such materials will be undamaged and contain all pages. If this Lease is terminated by Lessor pursuant to paragraph 18 or in connection with an Event of Non-Appropriation, then unless title is already vested in Lessor, title to the Equipment shall immediately and without any further action by Lessee vest in Lessor. Transfer of title pursuant to this paragraph shall occur automatically without the necessity of delivery or receipt of any bill of sale, certificate of title or any other instrument of conveyance. Lessee shall nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

15. ADDITIONAL ACTION; EXPENSES. Lessee will promptly execute and deliver to Lessor such further documents, take such further action, and provide such information as Lessor may request in order to carry out more effectively the intent and purpose of this Lease, including the execution and delivery of appropriate financing statements to protect fully Lessor’s interest hereunder in accordance with the Uniform Commercial Code or other applicable law, and/or comply with laws or regulations applicable to Lessor, Lessee, and/or the transaction evidenced by this Lease. Lessor and any assignee of Lessor is authorized to file one or more Uniform Commercial Code financing statements without the signature of Lessee or signed by Lessor or any assignee of Lessor as attorney-in-fact for Lessee. Lessee hereby grants to Lessor a power of attorney in Lessee’s name, to apply for a certificate of title for any item of Equipment that is required to be titled under the laws of any jurisdiction where the Equipment is or may be used and to transfer title to or upon the occurrence of an Event of Non-Appropriation or the exercise by Lessor of its remedies upon an Event of Default by Lessee under this Lease. Lessee acknowledges that Lessor may incur out-of-pocket costs and expenses in connection with the transactions contemplated by this Lease, and accordingly agrees to pay (or reimburse Lessor for) the reasonable costs and expenses related to (a) filing any financing, continuation or termination statements, (b) any title and lien searches with respect to this Lease and the Equipment, and (c) documentary stamp taxes relating to the Lease, subject, however, to the provisions of paragraph 3 hereof. Lessor will do whatever may be necessary to have a statement of the interest of Lessor and any assignee of Lessor in the Equipment noted on any appropriate title relating to the Equipment and will deliver said certificate to Lessor or any assignee of Lessor, and if Lessee fails to perform or comply with any of its agreements, Lessee may take such action and incur such costs and expenses in connection with the transactions contemplated by this Lease, and accordingly agrees to pay (or reimburse Lessor for) the reasonable costs and expenses related to (a) filing any financing, continuation or termination statements, (b) any title and lien searches with respect to this Lease and the Equipment, and (c) documentary stamp taxes relating to the Lease, subject, however, to the provisions of paragraph 3 hereof.

16. LATE FEES. If any payment due hereunder is not received by Lessor within ten (10) days of its due date, Lessee agrees to pay a late fee to Lessor equal to the lesser of (i) 5% of the past due amount or (ii) the highest amount allowed by applicable law. Payments thereafter received shall be applied first to delinquent installments and then to current installments.

17. DEFAULT. Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay within ten (10) days of when due any installment of basic rent or any other amount due hereunder; (b) any certificate, statement, representation, warranty or financial or credit information heretofore or hereafter made or furnished by or on behalf of Lessee proves to have been false or misleading in any material respect or omitted any material fact, contingent or unliquidated liability or claim against Lessee; (c) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for ten (10) days following the earlier of (i) written notice thereof by Lessee hereunder and the continuance thereof for ten (10) days following the earlier of (i) written notice thereof by Lessor to Lessee or (ii) Lessee's first knowledge thereof; (d) Lessee shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver,
or liquidator shall be appointed of it or of all or a substantial part of its assets; or (e) Lessee shall be in breach of or in default in the payment or performance of any material obligation under any credit agreement, conditional sales contract, lease, or other contract with Lessor, an affiliate of Lessor or any other person or entity, howsoever arising.

18. REMEDIES. Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in paragraph 17(d), an amount equal to the basic rental payments and other amounts due under this Lease during Lessee's then current fiscal period shall automatically become and be immediately due and payable without notice or demand of any kind. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy, and such remedies may be exercised concurrently or separately but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder.

a) Lessor may, by written notice to Lessee, terminate this Lease as to any or all of the Equipment subject hereto and declare an amount equal to all basic rental payments payable by Lessee pursuant to this Lease and other amounts payable by Lessee under such Lease to the end of Lessee's then current fiscal period to be immediately due and payable, as liquidated damages and not as a penalty, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of Lessee to use the Equipment shall terminate but Lessee shall be and remain liable as provided in this paragraph 18. Lessee shall at its expense promptly deliver the Equipment to Lessor at a location or locations within the continental United States designated by Lessor. Lessor may also enter upon the premises where the Equipment is located and take immediate possession of and remove the Equipment under the applicable legal proceedings.

b) Lessor may proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease.

c) In the event Lessor repossesses the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Equipment in such manner and upon such terms as Lessor may in its sole discretion determine and continue to hold Lessee liable for the difference between (i) the basic rental payments and other amounts payable by Lessee pursuant to this Lease to the end of the Lease's then current fiscal period, and (ii) all the net proceeds of any such sale or lease (after deducting all expenses of Lessor in exercising its remedies under this Lease), subject, however, to the provisions of paragraph 3 hereof.

d) To the extent permitted by applicable law and subject to the provisions of paragraph 3 hereof, Lessor may recover interest on any amount recoverable under this paragraph 18 from the date it becomes payable until fully paid at the rate of the lesser of 12% per annum or the highest rate permitted by law.

e) Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other costs and expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Equipment, subject, however, to the provisions of paragraph 3 hereof. Any payment received by Lessor may be applied to unpaid obligations as Lessor in its sole discretion determines.

Lessee grants Lessor a security interest in the Equipment, and if applicable, in any escrow fund established in connection with the funding of this Lease, to secure its obligations under such Supplement, all other Supplements and all other indebtedness at any time owing by Lessee to Lessor. Lessee agrees that upon the occurrence of an Event of Default, in addition to all of the other rights and remedies available to Lessor hereunder, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code.

No express or implied waiver by Lessor of any breach of Lessee's obligations hereunder shall constitute a waiver of any other breach of Lessee's obligations hereunder.

19. NOTICES. Any notice hereunder to Lessor or Lessee shall be in writing and shall be deemed to have been given when delivered personally or deposited with a nationally-recognized overnight courier service or in the United States mails, postage prepaid, addressed to recipient at its address set forth above or at such other address as may be last known to the sender.

20. NET LEASE AND UNCONDITIONAL OBLIGATION. This Lease is a completely net lease and except as expressly provided in paragraph 3 hereof, Lessee's obligation to pay rent and all other amounts payable by Lessee hereunder is absolute, unconditional and irrevocable, and shall be paid without any abatement, reduction, setoff or defense of any kind.

21. NON-CANCELABLE LEASE. This Lease cannot be canceled, prepaid or terminated except as expressly provided herein or in the applicable Supplement.

22. SURVIVAL OF INDEMNITIES. Lessee's obligations under paragraphs 7, 8, and 18 shall survive termination or expiration of this Lease.

23. PURCHASE OF EQUIPMENT BY LESSEE; PREPAYMENT. Provided that Lessee is not then in default under this Lease, such Lease will terminate, the security interest of Lessor in the Equipment under such Lease will be terminated or Lessee will acquire title to the Equipment under such lease free and clear of all liens and encumbrances created by, or arising through or under, Lessor: (a) at the end of the full scheduled term of such Lease, upon payment in full of all basic rental payments and other amounts payable by Lessee under such Lease for the full scheduled term of such Lease; (b) on the date Lessee pays to Lessor the payoff amount due under paragraph 12 with respect to all items of Equipment under this Lease; or (c) on any rental payment due date, upon payment by Lessee of the then applicable Termination Balance under such Lease as set forth on the related Supplement or an exhibit thereto plus the basic rental payment amount due on such date and all other amounts then due by Lessee under such Lease, provided that Lessee shall have given Lessor not less than 30 days' prior written notice of its intent to make such payment.

24. COUNTERPARTS. Lessor may in its sole discretion, accept a photocopy, electronically transmitted facsimile or other reproduction of this Master Lease and/or a Supplement (a "Counterpart") as the binding and effective record of this Master Lease and/or a Supplement whether or not an ink signed copy hereof or thereof is also received by Lessor from Lessee, provided, however, that if Lessor accepts a Counterpart as the binding and effective record of this Master Lease and/or a Supplement whether or not an ink signed copy hereof or thereof is also received by Lessor from Lessee, provided, however, that if Lessor accepts a Counterpart as the binding and effective record of this Master Lease and/or a Supplement whether or not an ink signed copy hereof or thereof is also received by Lessor from Lessee, provided, however, that if Lessor accepts a Counterpart as the binding and effective record of this Master Lease and/or a Supplement whether or not an ink signed copy hereof or thereof is also received by Lessor from Lessee, provided, however, that if Lessor accepts a Counterpart as the binding and effective record of this Master Lease and/or a Supplement whether or not an ink signed copy hereof or thereof is also received by Lessor from Lessee, provided, however, that if Lessor accepts a Counterpart as the binding and effective record of this Master Lease and/or a Supplement whether or not an ink signed copy hereof or thereof is also received by Lessor from Lessee, provided, however, that if Lessor accepts a Counterpart as the binding and effective record of this Master Lease and/or a Supplement whether or not an ink signed copy hereof or thereof is also received by Lessor from Lessee, provided, however, that if Lessor accepts a Counterpart as the binding and effective record of this Master Lease and/or a Supplement whether or not an ink signed copy hereof or thereof is also received by Lessor from Lessee, provided, however, that if
under the best evidence rule and binding on and enforceable against Lessee. If Lessor accepts a Counterpart of a Supplement as the binding and effective record thereof only such Counterpart acknowledged in writing by Lessor may be marked "Original" and to the extent that a Supplement constitutes chattel paper, perfection of a security interest by possession may only be accomplished by possession of the Counterpart that bears Lessor's ink signed acknowledgement and is marked "Original."

25. NON-WAIVER. No course of dealing between Lessor and Lessee or any delay or omission on the part of Lessor in exercising any rights hereunder shall operate as a waiver of any rights of Lessor. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Lessor unless it is in writing and signed by Lessor. To the extent permitted by applicable law, Lessee hereby waives the benefit and advantage of, and covenants not to assert against Lessor, any valuation, inquisition, stay, appraisement, extension or redemption laws now existing or which may hereafter exist which, but for this provision, might be applicable to any sale or re-leasing made under the judgment, order or decree of any court or under the powers of sale and re-leasing conferred by this Lease or otherwise. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages as set forth in paragraph 18 or which may otherwise limit or modify any of Lessor's rights or remedies under paragraph 18.

26. MISCELLANEOUS. This Master Lease and related Supplement(s) constitute the entire agreement between Lessor and Lessee and may be modified only by a written instrument signed by Lessor and Lessee. Any provision of this Lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of this Lease and shall not be deemed to effect the meaning or construction of any of the provisions hereof. In the event there is more than one Lessee named in this Master Lease or in any Supplement, the obligations of each shall be joint and several. This Lease shall in all respects be governed by, and construed in accordance with, the substantive laws of the state in which Lessee is located. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY MATTER ARISING UNDER OR IN CONNECTION WITH THIS LEASE. TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS OF LESSEE UNDER THIS LEASE.
Supplement

to Master Governmental Lease-Purchase Agreement

Wells Fargo Bank, National Association | 600 South 4th Street | MACNg300-100 | Minneapolis, MN 55415

Supplement Number 613939-400 dated as of October 10, 2018 to
Master Governmental Lease-Purchase Agreement
Number 613939 dated as of October 10, 2018

Name and Address of Lessee:
Village of Maywood
700 Saint Charles Road
Maywood, IL 60153

Notice: Lessor reserves the right to withdraw the terms of this Supplement and issue a modified Supplement without notice to Lessee if Lessor is not in receipt of a fully executed original or facsimile of this document within five (5) business days of the date of this Supplement. However, in that event, no such modifications will be binding on Lessee unless and until Lessee executes the modified document containing all such modifications.

This is a Supplement to the Master Governmental Lease-Purchase Agreement identified above between Lessor and Lessee (the "Master Lease"). Pursuant to the Master Lease (all the terms and conditions of which are incorporated herein by reference, except to the extent that they relate solely to other Supplements or Equipment listed on other Supplements) and this Supplement, Lessor is leasing to Lessee, and Lessee is leasing from Lessor, the Equipment described below. Lessee represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Lease (including, without limitation, Section 6 thereof) are true and correct as though made on the date of execution of this Supplement.

Equipment Description: One (1) 2016 E-One Aerial Ladder Model CR100 Fire Truck - VIN 4ENLABA86G1009879

After Lessee signs this Lease, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into this Equipment Description.

Equipment Location: 700 Saint Charles Road, Maywood, IL 60153

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<th>SUMMARY OF PAYMENT TERMS</th>
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Additional Provisions: Pursuant to paragraph 3 of the Master Lease, the schedule of basic rental payments is attached hereto as Exhibit A and incorporated herein by this reference. The Termination Balance referenced in the Master Lease shall be the amount set forth on Exhibit A opposite the date of determination of the Termination Balance.

Lessee shall make one (1) advance payment of $15,000.00 followed by sixteen (16) consecutive quarterly payments of $57,828.11.

Notwithstanding anything to the contrary contained herein, if the rate of interest, late payment fee, prepayment premium or any other charges or fees due hereunder are determined by a court of competent jurisdiction to be usurious, then said interest rate, fees or charges shall be reduced to the maximum amount permissible under applicable law and any excess amounts shall be applied towards the Lessee's obligations hereunder.

THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Lessor: Wells Fargo Bank, National Association

By

Title

Lessee: Village of Maywood

By

Title

Commencement Date

Page 1 of 1
Title: Equipment Agreement and Acknowledgement

Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

Contract Number 613939-400 dated as of October 10, 2018

Name and Address of Customer:
Village of Maywood
700 Saint Charles Road
Maywood, IL 60153

Equipment Description: One (1) 2016 E-One Aerial Ladder Model CR100 Fire Truck - VIN 4ENLABA86G1009879

The Equipment must be titled as follows:

Lienholder Name & Address:
Wells Fargo Bank, National Association
600 South 4th Street
MAC N9300-100
Minneapolis, MN 55415

Owner Name & Address:
Village of Maywood
700 Saint Charles Road
Maywood, IL 60153

PLEASE NOTE: The legal name of the Customer must be used on all title applications or documentation submitted to the State for titling purposes. AS AN EXCEPTION, the title may include the doing business as ("DBA") or trade name. If the DBA or trade name is to be listed on the certificate of title, the legal name must appear first followed by the DBA name or trade name (i.e. John Doe dba John Doe's Trucking).

In addition, Co-Borrowers' certificate(s) of title must include both Borrowers' names as Owners with the word "AND" between their names. The word "OR" is unacceptable and must be corrected at the Titling Party's expense.

Party Responsible for Titling:

☐ Customer will personally submit title work to state for processing
☐ Dealer will submit title work to state for processing
☐ Titling agency or other third party will submit title work to state for processing

Contact Information for Titling Party:

Name

Street

City State Zip Code

Phone: __________________ Fax: __________________ Email Address: __________________

By signing below, I agree (1) to title the Equipment as set forth above; (2) that even if not personally submitting the title work to state, I am responsible for ensuring that the Titling Party designated above will apply for title(s) immediately upon disbursement of funds; (3) I have confirmed that the current party holding the original title(s) or Certificate(s) of Origin for the titled equipment referenced above will deliver them to my designated Titling Party immediately upon funding; and (4) Titling Party agrees to send a copy of the processed title application receipt as endorsed by the applicable State to the address set forth below within thirty business days of funds being disbursed:

Wells Fargo Bank, National Association
Attn: Title Administration Dept.
600 South 4th Street
MAC N9300-100
Minneapolis, MN 55415

Customer: Village of Maywood

By

Title

T-TITLRESP.0B17:KAISDO1:10102018.1442:546516:295563  Page 1 of 1
Lessee: Village of Maywood

### Interest Rate: 4.59

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940,249.76  855,893.00  84,356.76

This amortization schedule is subject to change based on the final terms of the transaction. In the event the terms do change, Lessor will provide a replacement amortization schedule to Lessee. This schedule does not include prepayment terms.

Dated as of: October 10, 2018

Lessee: Village of Maywood

By

Title
Delivery and Acceptance Certificate

Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

Supplement Number 613939-400 dated as of October 10, 2018 to
Master Governmental Lease-Purchase Agreement
Number 613939 dated as of October 10, 2018

Name and Address of Lessee:
Village of Maywood
700 Saint Charles Road
Maywood, IL 60153

Equipment Description: One (1) 2016 E-One Aerial Ladder Model CR100 Fire Truck - VIN 4ENLABA86G1009879
Equipment Location: 700 Saint Charles Road, Maywood, IL 60153

Delivery and Acceptance Certification:

I am duly qualified and acting as the officer identified below of Lessee; and, with respect to the Master Governmental Lease-Purchase Agreement and Supplement thereto identified above (collectively, the "Lease"), each by and between Lessee and Wells Fargo Bank, National Association ("Lessor"), certify that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with Lessee's specifications and has been accepted by Lessee.

2. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all rent payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all rent payments due and payable during such current fiscal year.

3. During the Lease term the Equipment will be used by Lessee to perform essential governmental functions. Such functions are:

4. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make rent payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Delivery and Acceptance Date:

Lessee: Village of Maywood

By

Title
Lessee hereby designates the above referenced Master Governmental Lease-Purchase Agreement and Supplement thereto (collectively, the "Lease") to which this Designation is attached, as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Lessee hereby represents that the Lessee reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including the Lease) that exceed the aggregate principal amount of $10,000,000 during the calendar year in which the Lease is executed and delivered and interest commences to accrue thereunder.

This Designation is attached to and made a part of the Lease.

Executed On: ____________________________

Lessee: Village of Maywood

By ________________________________

Title ________________________________
October 10, 2018

Mr. Craig Bronaugh, Jr.
Village of Maywood
700 Saint Charles Road
Maywood, IL 60153

Dear Mr. Bronaugh:

Thank you for choosing Wells Fargo Bank, N.A. to handle your finance needs. Enclosed please find the following documents necessary to complete your lease transaction:

1. **Bank Qualifier Designation** - have signed and dated
2. **Form Authorizing Resolution** – fill in the required information in Sections 1 & 4, have signed and dated
3. **Incumbency Certificate** – fill in the name and title of authorized signors, have signed by the individuals listed, and have signed and dated by the Secretary/Clerk of the Village of Maywood
4. **Master Governmental Equipment Lease Purchase Agreement** - have Page 1 signed where indicated
5. **Supplement to Master Governmental Lease Purchase Agreement** – have signed where indicated
6. **Exhibit A** – have signed where indicated
7. **Verification of Information** – fill in the Federal Tax ID Number, verify the Principal Place of Business Address, the Billing Address and Equipment/Title Location, have signed where indicated
8. **Payee Proceeds** - have signed and dated
9. **Delivery & Acceptance Certificate** – have signed and dated
10. **ACH** – if you would like the payments taken out automatically, complete the form and return with a voided check
11. **Certificate of Insurance** – Complete the form and return with the above. The evidence of insurance listing Wells Fargo Bank, N.A., its Successors and Assigns, as Loss Payee and Additional Insured should be emailed to me at Diane.L.Kaiser@wellsfargo.com or faxed to 877-542-4813.
12. **Title Equipment Agreement & Acknowledgement** – complete the middle section, have signed where indicated
13. **Advance Payment** – remit a check for the advance payment and documentation fee when returning the executed documents
14. **Opinion of Counsel** – please have the legal counsel of the Village of Maywood review the documentation and provide an opinion letter printed on their letterhead. The letter included in the package can be used as a reference.

All documents requiring a signature must be signed by an authorized officer. Please return all documents along with the Certificate of Insurance to my attention. Please retain for your records copies of the original documents. Unless requested, you will not receive a copy following funding of the transaction.

If you have any questions regarding the enclosed, please do not hesitate to contact me at 505-765-6259.

Sincerely,

Diane L. Kaiser
Contract Analyst, AVP
Verification of Information
Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

Contract Number 613939-400 dated as of October 10, 2018

Federal Tax ID #

Email Address: bruno615@aol.com Documentation Contact Name: Craig Bronaugh, Jr.

Principal Place of Business Address: 700 Saint Charles Road, Maywood, IL 60153
☐ The address stated above is correct. ☐ Change the address as stated below.

Street ______________________________ City ______________________________
State ______________________________ Zip Code _________________________

Billing Address: Village of Maywood, 700 Saint Charles Road, Maywood, IL 60153
☐ The billing address stated above is correct OR ☐ Change the billing address as stated below:

Street ______________________________ City ______________________________
State ______________________________ Zip Code _________________________

Equipment Location: 700 Saint Charles Road, Maywood, IL 60153
☐ The equipment will be located at the Equipment Location stated above or at the address shown on the attached Schedule A.
Indicate County the equipment is located in ____________________________ ; or

☐ The equipment will be located at:

Street ______________________________ City ______________________________
State ______________________________ County ____________________________ Zip Code _________________________
(If multiple locations, attach a list of equipment by City, State, and County indicating where each piece of equipment is located.)

Sales/Use Tax: (check one)
☐ Subject to sales and use tax. (Tax will be charged based on the type of equipment and on the state in which the equipment is located.); or
☐ Exempt from sales and use tax, for the following reason: ____________________________
(YOU MUST REMIT A VALID EXEMPTION CERTIFICATE PRIOR TO FUNDING).

Personal Property Tax: If the Equipment is located in a state or locality that requires reporting of the Equipment on a personal property tax return, Lessor will report the Equipment, if other than a titled vehicle. Please report any equipment that is a taxable vehicle with other property you own.

Notice: To help the government fight the funding of terrorism and the money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address and taxpayer identification number that will allow us to identify you. We may also ask to see other identifying documents.

Customer: Village of Maywood

By ______________________________
Title ______________________________
Authorization for Automatic Payment Plan

By completing and returning this form, Wells Fargo Bank, National Association ("Creditor") is authorized to charge all regularly scheduled payments and all other obligations due and owing ("Payment") to the account referenced below (the "Debit Account"). Payments will be automatically drafted to coincide with the contract due date as indicated on the corresponding monthly invoice. Proof of payment may be verified through the bank account or monthly statement with the bank described below.

The authorization provided to charge the Debit Account will be effective for all current and future contracts with Creditor and will remain in effect until Creditor receives notice in writing to terminate the authorization and has reasonable opportunity to act on it.

Please make regular payments until your monthly invoice indicates that the Automatic Payment Plan is in effect.

Village of Maywood ("Customer") hereby authorizes Creditor to initiate electronic debit entries to the Debit Account. Any Debit Account with a fraud filter will require the company ID of the Creditor to accept an electronic debit. The Creditor's company ID for this authorization is 1410982880. This authorization will remain in effect until Creditor receives notice in writing from the Customer at the address set forth above to cancel it in such time as to afford the Creditor a reasonable opportunity to act on it. The Customer may stop payment of any entry by notifying Creditor three days before the Debit Account is charged. Funds transfers to or from the Debit Account will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, the National Automated Clearing House Association and any regional association (each, an "ACH"). The Customer agrees that electronic debit entries that are authorized herein comply with all applicable laws, rules and regulations.

Village of Maywood
Customer Name
700 Saint Charles Road
Maywood, IL 60153
Customer Address

Authorized Signature and Title Date

Bank Name City State

Checking Account Number

Bank Routing Number (located between the symbols :000000000: on the bottom of your check)

PLEASE ATTACH A VOIDED CHECK

FOR OFFICE USE ONLY

CCAN Number 1030613939 Payment Due Date(s)
Contract Number: 613939-400
Comments:
Insurance
Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

***VERIFICATION OF INSURANCE COVERAGE MUST BE COMPLETED PRIOR TO FUNDING/CLOSING***

Contact your agent to have a certificate of insurance sent to the attention of Diane Kaiser at diane.l.kaiser@wellsfargo.com or fax number 877-542-4813.

Name and Address of Lessee:
Village of Maywood
700 Saint Charles Road
Maywood, IL 60153

Equipment Description: One (1) 2016 E-One Aerial Ladder Model CR100 Fire Truck – VIN 4ENLABA86G1009879

Equipment Location: 700 Saint Charles Road, Maywood, IL 60153

Please complete, sign, and return this form along with your lease documents. In accordance with the provisions of your lease, insurance coverage is required as follows:

1. **PHYSICAL DAMAGE INSURANCE** is required against the loss, theft of or damage to the equipment.
   - The minimum amount of coverage required is $855,893.00.
   - Wells Fargo Bank, National Association, its successors and assigns ("Lessor"), must be named as Loss Payee.
   - The amount of the deductible must be stated on the certificate of insurance.

2. **AUTO LIABILITY INSURANCE** is required for bodily injury and property damage.
   - The minimum amount of coverage required is $1,000,000.00 combined single limit per occurrence.
   - Wells Fargo Bank, National Association, its successors and assigns ("Lessor"), must be named as an Additional Insured.

3. The Physical Damage and Auto policies (the "Policy"), as to the interest of Lessor, shall not be invalidated by any act of omission or commission or neglect or misconduct of Lessee at any time, nor by any foreclosure or other proceeding or notice of sale relating to the insured property, nor by any change in the title or ownership thereof or the occupation of the premises for purposes more hazardous than are permitted by the Policy, provided, that in case Lessee shall fail to pay any premium due under the Policy, Lessor may, at its option, pay such premium.

4. The Policy may be canceled at any time by either Insurer or Lessee according to its provisions, but in any such case the Policy shall continue in full force and effect for the exclusive benefit of Lessor for ten days after written notice to Lessor of such cancellation and shall then cease.

5. The Underwriter/Carrier of the policy must have an AM Best Rating of A- or higher.

6. Reference Contract Number 613939-400 on all policies.

LESSEE TO COMPLETE THE FOLLOWING:

**Physical Damage and Auto Liability Insurance**

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<th>Policy Number</th>
<th>Deductible</th>
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<tr>
<th>Email Address</th>
<th>Phone Number</th>
<th>Fax Number</th>
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</table>

By signing below Lessee hereby authorizes its agent to adjust its insurance coverage to comply with the above requirements and to forward a certificate of insurance evidencing such coverage to Lessor.

Acknowledged and Agreed:

Lessee: Village of Maywood

By

Title

A-INSTKL5 0517:KAIS001:10102018.1442:546516:295563

Page 1 of 1
To: Village of Maywood  
700 Saint Charles Road  
Maywood, IL 60153  

DATE OF INVOICE: October 10, 2018  
App/Setup # 546516/295563 - DUE IN ADVANCE

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<th>DESCRIPTION</th>
<th>CONTRACT PAYMENT</th>
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<th>OTHER CHARGES</th>
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TOTAL DUE: $15,400.00

WIRE TO:  
ABA#: 121000248  
Swift Code: WPBIUS65  
Bank Name: Wells Fargo Bank, N.A.  
Account#: 0000010313  
Account Name: Wells Fargo Equipment Finance, Inc.  
Phone Advise: WFEF Customer Service 1-866-726-4714

REMIT TO: Wells Fargo Equipment Finance, Inc.  
600 South 4th Street  
MAC N9300-100  
Minneapolis, MN 55415
October 10, 2018

Wells Fargo Bank, National Association
600 South 4th Street
MAC N9300-100
Minneapolis, MN 55415

Ladies and Gentlemen:

As counsel for Village of Maywood ("Lessee"), I have examined the Master Governmental Lease-Purchase Agreement Number 613939 dated as of October 10, 2018 (the "Master Lease") which has been incorporated by reference into that certain Supplement Number 613939-400 thereto dated as of October 10, 2018 (collectively, the "Lease"), each between the Lessee and Wells Fargo Bank, National Association ("Lessor"), and such other documents, instruments and records as I have considered relevant for purposes of this opinion. Based upon such examination, and such research and investigation as I deemed necessary, I am of the opinion that:

1. Lessee is a political subdivision or agency of the State of Illinois, duly organized and existing under the laws of such state. Lessee’s full, true and correct legal name is Village of Maywood.

2. Lessee is authorized and has power under applicable law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by state and federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors’ rights.

4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public bidding and all other laws, rules and regulations of the State of Illinois.

5. The execution of the Lease and the appropriation of moneys to pay the rent payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, Exhibits thereto and other documents contemplated thereby; the appropriation of moneys to make rent payments under the Lease for the current fiscal year of Lessee; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

7. Resolution No. _____ of the governing body of Lessee, was duly and validly adopted by such governing body on ___________ 20__, and such resolution has not been amended or repealed and remains in full force and effect.

Very truly yours,

Counsel for Lessee
FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF VILLAGE OF MAYWOOD, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER GOVERNMENTAL LEASE-PURCHASE AGREEMENT AND SUPPLEMENT NO. 613939-400 THERETO WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Village of Maywood (the "Lessee"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Illinois is authorized by the laws of the State of Illinois to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting personal property necessary for the Lessee to perform essential governmental functions; and

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain Master Governmental Lease-Purchase Agreement Number 613939 dated as of October 10, 2018 (the "Agreement"), and Supplement No. 613939-400 dated as of October 10, 2018 thereto (the "Supplement" and together with the Agreement, the "Lease"), each with Wells Fargo Bank, National Association (the "Lessor"), the forms of which have been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Supplement as provided in the Agreement for the purchase, acquisition and leasing of the equipment to be therein described on the terms and conditions therein provided:

Now, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of Lessee as follows:

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and the Supplement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the __________ of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the __________ of the Lessee is hereby authorized and directed to execute, and the __________ of the Lessee is hereby authorized and directed to attest and countersign, the Agreement and the Supplement and any related Exhibits attached thereto and to deliver the Agreement and the Supplement (including such Exhibits) to the respective parties thereto and the __________ of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement and the Supplement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of an acceptance certificate with respect to the Supplement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and the Supplement.

Section 3. No General Liability. Nothing contained in this Resolution, the Agreement, the Supplement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, the Supplement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Lease are special limited obligations of the Lessee as provided therein.

Section 4. Appointment of Authorized Lessee Representatives. The __________ and __________ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and the Supplement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and the Supplement.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this ______ day of __________, 20_____.

By: ___________________________ ATTEST:

Name: _________________________ Name:

Title: _________________________
Incumbency Certificate
Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

I, ____________________________, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of Village of Maywood, a political subdivision or agency duly organized and existing under the laws of the State of Illinois, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (I) the signatures set opposite their respective names and titles are their true and authentic signatures and (II) such officers have the authority on behalf of such entity to enter into that certain Master Governmental Lease-Purchase Agreement Number G13939 dated as of October 10, 2018 and any Supplements thereto and any escrow agreement related thereto.

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<tr>
<th>NAME</th>
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IN WITNESS WHEREOF, I have duly executed this certificate as of ____________________________.

________________________
SECRETARY/Clerk