

Document Checklist

- Tax-Exempt Installment/Purchase Agreement** – Execute signature block at the top of the first page of the Agreement.
- Addendum to Tax-Exempt Installment/Purchase Agreement** – If required by Seller, this document must be executed in the presence of an attester. The attesting witness does not have to be a notary, but must be present at the time of execution. The attester will execute the signature block below the Purchaser’s signature block at the bottom right of the page. If computation is required, please submit a copy of the computation test with the addendum.
- Property Schedule** – 1) If the transaction can be designated as a “bank qualified” transaction – one where Purchaser reasonably anticipates not issuing more than \$10 million in tax-exempt obligations in a calendar year – **then you should initial the line under this section;** 2) execute signature block at the bottom of the page. This document must be executed in the presence of an attester. The attesting witness does not have to be a notary, but must be present at the time of execution.
- Property Description – Exhibit A** – Execute signature block at the bottom of the page.
- Amortization and Installment Payment Schedule – Exhibit B** – Execute signature block at the bottom of the page.
- Certificate of Acceptance – Exhibit C** – 1) If billing address is different than address shown on the Agreement, fill in billing information under # 2; 2) the date that all equipment is delivered, installed and accepted is the date that should be placed on the “ACCEPTANCE DATE” line; and 3) execute signature block at the bottom of the page.
- Purchaser’s General and Incumbency Certificate – Exhibit D** – The General Certificate must be signed by the person signing the Agreement. The Incumbency Certificate must be signed by an officer other than the person signing the Agreement.
- Purchaser’s Counsel’s Opinion – Exhibit E** – If required by Seller, this document will need to be executed by your attorney, dated, and placed on his/her letterhead.
- Insurance Authorization and Verification** – To be filled out by Purchaser and returned with the executed documents.
- Notification of Tax Treatment** – Please provide your State Sales/Use tax Exemption Certificate, if applicable.
- Form 8038-GC or G** – Blank form provided to Purchaser. Please consult your local legal/bond counsel or tax consultant with questions.
- Original Documents** – Seller will require original documents, including original 8038 form, prior to funding.
- Validation of Board Approval** – If required by Seller, a copy of board minutes or board resolution should be provided showing approval of the contract.
- Services and Supplies Rider** – If Purchaser has requested that Seller, as a convenience to Purchaser, invoice Purchaser for certain service and supply payments Purchaser owes to Vendor, this document must be executed by Purchaser in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution.

Tax-Exempt Installment/Purchase Agreement

APPLICATION NO.

2451671

ACCEPTED BY SELLER:

FULL LEGAL NAME Toshiba Financial Services		
STREET ADDRESS 1310 Madrid Street, Suite 101		
CITY Marshall	STATE MN	ZIP 56258
SIGNATURE		DATE
PRINT NAME		
TITLE Documentation Analyst	TELEPHONE NUMBER 800-828-8246	

AGREED TO BY PURCHASER:

FULL LEGAL NAME City of Wyandotte		
STREET ADDRESS 3200 Biddle Ave		
CITY Wyandotte	STATE MI	ZIP 48192
SIGNATURE X		DATE
PRINT NAME		
TITLE Mayor	TELEPHONE NUMBER 734-324-7106	

AGREEMENT: Seller hereby sells, transfers, assigns and conveys to Purchaser and Purchaser hereby purchases and accepts from Seller all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Installment Purchase Agreement together with the Property Schedule shall be defined as the "Agreement."

TERM: The term of this Agreement (the "Term") listed in the Property Schedule shall commence upon the commencement date of the Property Schedule and continue for the time period set forth in the Property Schedule. This Agreement cannot be canceled or terminated by Purchaser except as expressly provided herein. Purchaser represents and warrants that the average life of the Property does not exceed the average life of the Term.

INSTALLMENT PAYMENTS: Purchaser shall pay the purchase price to Seller for the Property in installments (the "Installment Payments") in the amounts, and on the dates specified, in the Property Schedule.

NO OFFSET: THE OBLIGATIONS OF PURCHASER TO PAY THE INSTALLMENT PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT PURCHASER'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Purchaser anticipates that the Property shall be exempt from property taxes. Notwithstanding, Purchaser shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property. The Installment Payments payable by Purchaser under this Agreement have been established to reflect the savings resulting from this exemption from taxation.

LATE CHARGES: Purchaser shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Installment Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Term, Purchaser shall, at Purchaser's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Purchaser. At all times during the Term, Purchaser shall, at Purchaser's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Seller with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Purchaser shall furnish to Seller certificates evidencing such coverage throughout the Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Purchaser and Seller as their respective interests may appear. All such liability insurance shall name Seller as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Seller without first giving written notice thereof to Seller at least 30 days in advance of such change of status.

TERMINATION OF SELLER'S INTEREST: To secure Purchaser's obligations hereunder, Seller is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Purchaser hereby authorizes Seller to file all financing statements which Seller deems necessary or appropriate to establish, maintain and perfect such security interest. If Purchaser shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Term with respect to any item of Property, Seller's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Purchaser, subject to Seller's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Seller to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Purchaser agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Seller or its assignee an after tax yield equivalent to the tax exempt rate and Seller shall notify Purchaser of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Seller, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF PURCHASER: Purchaser hereby represents and warrants to Seller that: (a) Purchaser is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto, and if Purchaser is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect; (b) Purchaser has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Seller, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder; (c) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (d) the Property will be used by Purchaser only for essential governmental or proprietary functions of Purchaser consistent with the scope of Purchaser's authority and 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. Purchaser's need for the Property is not expected to diminish during the term of the Agreement; (e) Purchaser has funds available to pay Installment Payments

until the end of its current appropriation period, and it intends to request funds to make Installment Payments in each appropriation period, from now until the end of the term of this Agreement; (f) the Purchaser shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement, and Purchaser shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement; (g) Purchaser's exact legal name is as set forth on the first page of this Agreement. Purchaser will not change its legal name in any respect without giving thirty (30) days prior written notice to Seller.

RISK OF LOSS COVENANTS: Purchaser shall not be required to indemnify or hold Seller harmless against liabilities arising from the Agreement. However, as between Seller and Purchaser, and to the extent permitted by law, Purchaser 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 Property, including, but not limited to, the possession, ownership, use or operation thereof, except that Purchaser 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 Purchaser has surrendered possession of the Property in accordance with the terms of the Agreement to Seller or that arise directly from the gross negligence or willful misconduct of the Seller.

BINDING OBLIGATION: Seller and Purchaser understand and intend the obligation of Purchaser to pay Installment Payments under this Agreement and the Property Schedule shall constitute a binding contractual obligation of Purchaser for the full Term. Purchaser covenants to include all such Installment Payments in its annual budget and to make the necessary annual appropriation for all such Installment Payments. Neither this Agreement nor the Property Schedule shall be subject to termination by Purchaser in the event that Purchaser fails to appropriate any Installment Payments.

ASSIGNMENT BY PURCHASER: Without Seller's prior written consent, Purchaser may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY SELLER: Seller may assign, sell or encumber all or any part of this Agreement, the Installment Payments and any other rights or interests of Seller hereunder without the necessity of providing notice to or obtaining the consent of Purchaser; provided that Purchaser shall have no obligation to make payments to any assignee unless and until Purchaser has received notice of the name, address and tax identification number of the assignee. The initial Seller or its assignee(s) shall maintain a register of all assignees of this Agreement. To the extent permitted by applicable law, such assignees may include trust agents for the benefit of holders of certificates of participation. Purchaser agrees that if Seller sells, assigns or transfers this Agreement, Seller's assignee will have the same rights and benefits that Seller has now and will not have to perform any of Seller's obligations. **Purchaser agrees that Seller's assignee will not be subject to any claims, defenses, or offsets that Purchaser may have against Seller.**

EVENTS OF DEFAULT: Purchaser shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Seller in writing: (a) default by Purchaser in payment of any Installment Payment or any other indebtedness or obligation now or hereafter owed by Purchaser to Seller under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Seller to Purchaser, or (b) any warranty, representation or statement made or furnished to Seller by or on behalf of Purchaser proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Purchaser, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Purchaser, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Purchaser.

REMEDIES OF SELLER: Upon the occurrence of any Event of Default and at any time thereafter, Seller may, without any further notice, exercise one or more of the following remedies as Seller in its sole discretion shall elect: (a) terminate the Agreement and all of Purchaser's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Purchaser of any or all items of Property wherever found and for this purpose enter upon Purchaser's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Purchaser and Seller may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code, continuing to hold Purchaser liable for any deficiency and all costs and expenses incurred by Seller in exercising its remedies hereunder, including, without limitation, all costs and expenses of taking possession, removing, storing and reconditioning the Property, and including, without limitation, all brokerage and attorneys' fees; (c) proceed by appropriate court action or actions to enforce performance by Purchaser of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Seller at law or in equity or otherwise; (d) declare all unpaid Installment Payments and other sums payable hereunder during the current fiscal year of the Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Seller shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Seller is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Purchaser and Seller hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

COSTS AND ATTORNEY FEES: Upon the occurrence of an Event of Default by Purchaser in the performance of any term of this Agreement, Purchaser agrees to pay to Seller or reimburse Seller for, in addition to all other amounts due hereunder, all of Seller's costs of collection, including reasonable attorneys' fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Purchaser, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Seller or Purchaser at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Seller and Purchaser constitute the entire agreement between Seller and Purchaser with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Purchaser's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.


Property Schedule to Tax-Exempt Installment/Purchase Agreement

This **Property Schedule** is entered into pursuant to the Tax-Exempt Installment/Purchase Agreement between Seller and Purchaser.

1. Interpretation: The terms and conditions of the Tax-Exempt Installment/Purchase Agreement (the "Agreement") are incorporated herein.
2. Commencement Date: The Commencement Date of this Property Schedule is the date that Seller pays Vendor for the Property.
3. Property Description: The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes 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.
4. Term and Payments: The Term and Installment Payments are per the attached Exhibit B Amortization and Installment Payment Schedule. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit F. In lieu of the Acceptance Date for commencement of Installment Payments, the date of deposit of the Property Cost into the escrow by Seller shall be used. Purchaser shall have the option to prepay the Installment Payments due under this Property Schedule by paying the Termination Amount shown in the attached Amortization and Installment Payment Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.
5. Certificate of Acceptance: Attached as Exhibit C, hereto.
6. Expiration: Seller, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Seller at its place of business by 2/6/2019.
7. Property Cost: The total principal amount under this Property Schedule for the acquisition cost of the Property is \$20,999.47.
8. Purchaser's General and Incumbency Certificate: Purchaser has provided the Purchaser's General and Incumbency Certificate in the form attached as Exhibit D, hereto.
9. ~~Purchaser's Counsel's Opinion: If required by Seller, Purchaser has provided the opinion of its legal counsel substantially in the form as attached as Exhibit E, hereto.~~
10. Private Activity Issue. Purchaser understands that among other things, in order to maintain the exclusion of the interest component of Installment Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the Property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period").

Purchaser will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Purchaser or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use".

Throughout the Measurement Period, all of the Property is expected to be owned by Purchaser. Throughout the Measurement Period, Purchaser will not permit the Non-Qualified Use of the Property to exceed 10%.
11. Bank Qualification: Purchaser designates this Agreement and Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. Purchaser reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Purchaser) during the calendar year this Agreement and Property Schedule was funded, in an amount not exceeding \$10,000,000.

 _____ Purchaser initial here, if Bank Qualification is applicable.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Toshiba Financial Services

Seller

Signature

Date

Documentation
Analyst

Print Name

Title

City of Wyandotte

Purchaser

X

Signature

Date

Mayor

Print Name

Title

X

Attest By Signature

Print Name

Title

EXHIBIT BAPPLICATION NO.
2451671**Amortization and Installment Payment Schedule****Term:** 63 months**Payment Structure:** Monthly in Arrears**Interest Rate:** 6.569%

If the Installment Payment Dates are not defined in this Amortization and Installment Payment Schedule, the first Installment Payment shall be due 30 days after the Commencement Date and each subsequent Installment Payment shall be due monthly thereafter.

Payment No.	Lease Payment	Interest Portion	Principal Portion	Outstanding Balance	Termination Amount (After Making Said Payment)
Beginning Balance				20,999.47	
1	395.00	114.95	280.05	20,719.42	21,341.00
2	395.00	113.42	281.58	20,437.84	21,050.98
3	395.00	111.88	283.12	20,154.72	20,759.36
4	395.00	110.33	284.67	19,870.05	20,466.15
5	395.00	108.77	286.23	19,583.82	20,171.33
6	395.00	107.20	287.80	19,296.02	19,874.90
7	395.00	105.63	289.37	19,006.65	19,576.85
8	395.00	104.04	290.96	18,715.69	19,277.16
9	395.00	102.45	292.55	18,423.14	18,975.83
10	395.00	100.85	294.15	18,128.99	18,672.86
11	395.00	99.24	295.76	17,833.23	18,368.23
12	395.00	97.62	297.38	17,535.85	18,061.93
13	395.00	95.99	299.01	17,236.84	17,753.95
14	395.00	94.35	300.65	16,936.19	17,444.28
15	395.00	92.71	302.29	16,633.90	17,132.92
16	395.00	91.05	303.95	16,329.95	16,819.85
17	395.00	89.39	305.61	16,024.34	16,505.07
18	395.00	87.72	307.28	15,717.06	16,188.57
19	395.00	86.04	308.96	15,408.10	15,870.34
20	395.00	84.34	310.66	15,097.44	15,550.36
21	395.00	82.64	312.36	14,785.08	15,228.63
22	395.00	80.93	314.07	14,471.01	14,905.14
23	395.00	79.21	315.79	14,155.22	14,579.88
24	395.00	77.49	317.51	13,837.71	14,252.84
25	395.00	75.75	319.25	13,518.46	13,924.01
26	395.00	74.00	321.00	13,197.46	13,593.38
27	395.00	72.24	322.76	12,874.70	13,260.94
28	395.00	70.48	324.52	12,550.18	12,926.69
29	395.00	68.70	326.30	12,223.88	12,590.60
30	395.00	66.91	328.09	11,895.79	12,252.66

31	395.00	65.12	329.88	11,565.91	11,912.89
32	395.00	63.31	331.69	11,234.22	11,571.25
33	395.00	61.50	333.50	10,900.72	11,227.74
34	395.00	59.67	335.33	10,565.39	10,882.35
35	395.00	57.83	337.17	10,228.22	10,535.07
36	395.00	55.99	339.01	9,889.21	10,185.89
37	395.00	54.13	340.87	9,548.34	9,834.79
38	395.00	52.27	342.73	9,205.61	9,481.78
39	395.00	50.39	344.61	8,861.00	9,126.83
40	395.00	48.51	346.49	8,514.51	8,769.95
41	395.00	46.61	348.39	8,166.12	8,411.10
42	395.00	44.70	350.30	7,815.82	8,050.29
43	395.00	42.78	352.22	7,463.60	7,687.51
44	395.00	40.86	354.14	7,109.46	7,322.74
45	395.00	38.92	356.08	6,753.38	6,955.98
46	395.00	36.97	358.03	6,395.35	6,587.21
47	395.00	35.01	359.99	6,035.36	6,216.42
48	395.00	33.04	361.96	5,673.40	5,843.60
49	395.00	31.06	363.94	5,309.46	5,468.74
50	395.00	29.06	365.94	4,943.52	5,091.83
51	395.00	27.06	367.94	4,575.58	4,712.85
52	395.00	25.05	369.95	4,205.63	4,331.80
53	395.00	23.02	371.98	3,833.65	3,948.66
54	395.00	20.99	374.01	3,459.64	3,563.43
55	395.00	18.94	376.06	3,083.58	3,176.09
56	395.00	16.88	378.12	2,705.46	2,786.62
57	395.00	14.81	380.19	2,325.27	2,395.03
58	395.00	12.73	382.27	1,943.00	2,001.29
59	395.00	10.64	384.36	1,558.64	1,605.40
60	395.00	8.53	386.47	1,172.17	1,207.34
61	395.00	6.42	388.58	783.59	807.10
62	395.00	4.29	390.71	392.88	404.67
63	395.00	2.12	392.88	0.00	0.00
	<u>24,885.00</u>	<u>3,885.53</u>	<u>20,999.47</u>		

This Amortization and Installment Payment Schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

PURCHASER ACCEPTANCE

City of Wyandotte
NAME OF PURCHASER

X
SIGNATURE

Mayor
TITLE

DATED

Exhibit C

APPLICATION NO.
2451671

Certificate of Acceptance

This **Certificate of Acceptance** is pursuant to Tax-Exempt Installment/Purchase Agreement dated as of _____ and the related Property Schedule, between Seller and Purchaser (the "Agreement").

1. Property Acceptance. Purchaser hereby certifies and represents to Seller that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Purchaser has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Purchaser will immediately begin making Installment Payments in accordance with the times and amounts specified herein. SELLER MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND SELLER HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS SOLD TO PURCHASER "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY PURCHASER.

2. Billing Address. If billing address differs from the address listed on the Tax-Exempt Installment/Purchase Agreement please list below:

BILLING NAME			
STREET ADDRESS	CITY	STATE	ZIP

IN WITNESS WHEREOF, Purchaser has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date

City of Wyandotte

Purchaser

X

Signature

Print Name

Mayor
Title

Exhibit D

APPLICATION NO.
2451671

Purchaser's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: Tax-Exempt Installment/Purchase Agreement and Property Schedule dated as of _____, between City of Wyandotte, as Purchaser ("Purchaser") and Toshiba Financial Services, as Seller.

The undersigned, being the duly elected, qualified and acting official of Purchaser holding the title stated in the signature line below, does hereby certify as of the date of this Certificate and the date of the Agreement (as defined below), as follows:

1. If required by applicable law, Purchaser did, at a meeting of the governing body of the Purchaser, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Tax-Exempt Installment/Purchase Agreement (the "Agreement") by the undersigned.
2. If the aforementioned meeting(s) was required by applicable law, the meeting(s) of the governing body of the Purchaser at which the Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings required by applicable law of the governing body of Purchaser relating to the authorization and delivery of the Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Purchaser; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Purchaser, if any, and the laws of the State.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof with respect to this Property Schedule under the Agreement.
4. The acquisition of all of the Property under the Agreement and the Property Schedule has been duly authorized by the governing body of Purchaser.
5. Purchaser has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Installment Payments scheduled to come due during the current budget year under the Agreement and the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin in the delivery of the Agreement or the Property Schedule or of other agreements similar to the Agreement; (b) questioning the authority of Purchaser to execute the Agreement or the Property Schedule, or the validity of the Agreement or the Property Schedule, or the payment of principal or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

City of Wyandotte

X

Mayor

Purchaser

Signature of Person to Sign Agreement

Print Title of Person to Sign Agreement

Print Name of Person to Sign Agreement

Print Date that Above Person Signed this Certificate

INCUMBENCY CERTIFICATE

Re: Tax-Exempt Installment/Purchase Agreement and Property Schedule dated as of _____, between **City of Wyandotte**, as Purchaser ("Purchaser") and Toshiba Financial Services as Seller ("Agreement").

The undersigned, being the duly elected, qualified and acting Secretary, Clerk or other duly authorized official or signatory of the Purchaser does hereby certify, as of the date of this Certificate and the date of the Agreement (as defined in the General Certificate above), as follows:

As of the date of the meeting(s) of the governing body of the Purchaser at which the above-referenced Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Purchaser held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

NAME OF PERSON SIGNING AGREEMENT	TITLE OF PERSON SIGNING AGREEMENT	SIGNATURE OF PERSON SIGNING AGREEMENT
	Mayor	

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

X

Signature of Secretary, Clerk or other duly authorized official or signatory of Purchaser (Cannot be same as Person Signing Agreement)

Print Title of Person who signed this Certificate

Print Name of Person Signing this Certificate

Print Date that Above Person Signed this Certificate

APPLICATION NO.
2451671

Insurance Authorization and Verification

Re: Tax-Exempt Installment/Purchase Agreement dated as of _____, between Purchaser and Seller.

Seller: Toshiba Financial Services
1310 Madrid Street, Ste. 101
Marshall, MN 56258

Purchaser: City of Wyandotte
3200 Biddle Ave
Wyandotte MI 48192

TO THE PURCHASER: In connection with the above-referenced Tax-Exempt Installment/Purchase Agreement and the Property Schedule thereunder each dated: _____ (the "Agreement"), Seller requires proof in the form of this document, executed by both Purchaser* and Purchaser's agent, that Purchaser's insurable interest in the financed property (the "Property") meets Seller's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

SELLER, 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 Seller. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Seller and Purchaser at least thirty (30) days in advance of such cancellation or modification.

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

Purchaser must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$20,999.47, with deductibles no more than \$10,000.00.

**Purchaser: Please execute this form and return with your document package. Seller will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Purchaser's agency may submit insurance certificates demonstrating compliance with all requirements. Should you have any questions, please contact Toshiba Financial Services at 800-828-8246.*

By signing, Purchaser 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.

NAME OF AGENCY		NAME OF AGENT		
STREET ADDRESS		CITY	STATE	ZIP
PHONE	FAX	E-MAIL		

PURCHASER ACCEPTANCE

City of Wyandotte **X** Mayor

NAME OF PURCHASER SIGNATURE TITLE DATED

TO THE AGENT: *In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Seller at 866-405-8329. This fully endorsed form shall serve as proof that Purchaser's insurance meets the above requirements.*

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

AGENT ACCEPTANCE

X

NAME OF AGENCY SIGNATURE PRINT NAME DATED

Insurable Value: \$20,999.47

ATTACHED: PROPERTY DESCRIPTION FOR THE AGREEMENT.

Tax-Exempt Installment Purchase Agreement

AGREEMENT NO.
2451671

Addendum (Michigan)

THIS ADDENDUM, which is entered into as of _____ between Toshiba Financial Services ("Seller") and City of Wyandotte ("Purchaser"), is intended to modify and supplement the Property Schedule (the "Property Schedule") to the Tax-Exempt Installment Purchase Agreement between Seller and Purchaser dated as of _____ (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

In addition to the representations, warranties and covenants of Purchaser set forth in the Agreement, Purchaser, as of the Commencement Date for the Property Schedule, represents, warrants and covenants for the benefit of Seller that Purchase is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, any debt limitations applicable to Purchaser or the Property Schedule. Without limiting the foregoing, (a) if Purchaser is a county, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Mich. Comp. Laws Section 46.11b(1) and (2) **[attach computation of such test]**; and (b) if Purchaser is a city, township or village, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Mich. Comp. Laws Section 123.721 **[attach computation of such test.]**.

The parties agree that the Property Schedule constitutes an installment contract pursuant to Mich. Comp. Laws Section 46.11b (if Purchaser is a county), or Mich. Comp. Laws Section 123.721 (if Purchaser is a municipality).

IN WITNESS WHEREOF, Seller and Purchaser have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Toshiba Financial Services

Seller

Signature

Documentation Analyst

Print Name

Title

City of Wyandotte

Purchaser

X

Signature

Mayor

Title

Date

X

Attest By Signature

Print Name

Title

Tax-Exempt Installment/Purchase Agreement

AGREEMENT NO.

2451671

ADDENDUM (SOFTWARE)

THIS ADDENDUM, which is entered into as of _____ between Toshiba Financial Services (“Seller”) and City of Wyandotte (“Purchaser”), is intended to modify and supplement the Property Schedule (the “Property Schedule”), pursuant to Tax-Exempt Installment Purchase Agreement, dated as of _____, between Seller and Purchaser (the “Agreement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

With respect to the Property under the Property Schedule that is identified as software licenses and related services, the following provisions shall be applicable to such software licenses:

1. This Addendum concerns the license to be granted to Purchaser by a third-party software licensor (“Licensor”) identified on the Property Schedule of certain software (the “Licensed Software”) and the provision by Licensor or others of certain services in connection with the Licensed Software, including but not limited to training, installation, maintenance, custom programming, technical consulting and support services (“Services”), all as further described in the software license agreement identified on the Property Schedule (“License Agreement”). Licensed Software fees and related Services fees (if any) in the amounts set forth on the Property Schedule (“Fees”) are owed by Purchaser to Licensor pursuant to the License Agreement. Purchaser and Seller have agreed that instead of Purchaser paying the Fees to Licensor, Seller will satisfy Purchaser’s obligation to pay the Fees to Licensor and, in consideration thereof, Purchaser agrees to pay to Seller certain installment payments, which are included in the Installment Payments set forth on the Property Schedule. The Licensed Software and Services are collectively referred to herein as the “Financed Items.” The Property Schedule, as amended by the Addendum, is separate from, and independent of, the License Agreement.

2. Purchaser grants Seller a security interest in Purchaser’s rights (including any rights as licensee) in any Licensed Software included in any Financed Items as security for all Purchasers’ obligations to Seller of every kind or nature under the Property Schedule. References to “Property” in the Agreement, Property Schedule and related documents shall not be interpreted to mean that Seller has or asserts any ownership or other interest in Financed Items, other than the security interest granted in the Agreement and the Addendum. All of Purchaser’s obligations under the Property Schedule with respect to Property shall extend to Financed Items. Ownership of any Licensed Software financed by Seller shall remain with the Licensor and Purchaser’s rights and obligations with respect to such Licensed Software shall be governed by a separate license agreement between the licensor and Purchaser, which shall not be affected by the Property Schedule and Agreement. Any Services shall be performed by a third-party service provider unrelated to Seller, and not by Seller. **IN NO EVENT SHALL SELLER HAVE ANY OBLIGATION TO PERFORM ANY SERVICES, AND ANY FAILURE OF SUCH THIRD-PARTY SERVICE-PROVIDER TO PROVIDE ANY SERVICES FINANCED HEREUNDER SHALL NOT EXCUSE PURCHASER’S OBLIGATIONS UNDER THE PROPERTY SCHEDULE AND AGREEMENT.**

3. Upon payment of all amounts due under the Property Schedule in accordance with the Agreement or upon the prepayment of the Property Schedule pursuant to the Agreement and Property Schedule, the security interest granted in this Addendum in the Licensed Software shall terminate and any restrictions on use of the Licensed Software under this Addendum, the Property Schedule or Agreement shall terminate.

4. Purchaser acknowledges that Seller did not select, develop, manufacture, distribute or license the Licensed Software. Purchaser has made the selection of such Licensed Software based upon its own skill and judgment. **SELLER MAKES NO WARRANTIES EXPRESS OR IMPLIED, AS TO THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT. PURCHASER HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST SELLER FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE CAUSED BY THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT OR A TERMINATION OF THE LICENSED SOFTWARE PURSUANT TO AN EVENT OF DEFAULT BY PURCHASER AND THE EXERCISE**

OF REMEDIES BY SELLER, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

5. The following shall consist of an Event of Default as defined in the Agreement: (e) failure on the part of Purchaser to promptly perform in complete accordance with its representations, warranties and covenants made in the License Agreement; (f) a default by Purchaser under the provisions of the License Agreement; or (h) any termination of the License Agreement.

6. The following shall consist of additional remedies under Remedies of Seller Section of the Agreement: (e) Seller shall have the right to require Purchaser to immediately cease any and all use of the Licensed Software regardless of whether Purchaser is in default of its obligations under the License Agreement and Purchaser shall, at Seller's option, either (i) deliver to Seller certification executed by a duly authorized officer of Purchaser certifying that Purchaser has ceased its use of the Licensed Software and Services, or (ii) assemble the Licensed Software and make it available to Seller at a place designated by Seller; in the event Purchaser is entitled to transfer the right to use the Licensed Software to any third party, Purchaser hereby agrees to transfer any such right to use the Licensed Software to any third party selected by Seller and acknowledges that Purchaser shall have no right to fees payable by any third party in connection with such transfer; (f) Seller shall have reasonable access to property of Purchaser with which the Licensed Software was used to assure compliance with item (e), above; (g) Seller shall have the right to cause the termination of all licenses for the Licensed Software and/or support or other services provided under or in conjunction with the Licensed Software. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, PURCHASER IRREVOCABLY CONSENTS TO A TERMINATION BY LICENSOR OF ANY SERVICES AND OF ANY LICENSE FOR THE LICENSED SOFTWARE AND IRREVOCABLY WAIVES ANY CLAIM IT MAY HAVE AGAINST SELLER OR LICENSOR WITH RESPECT THERETO.

7. To induce Seller to satisfy Purchaser's obligations, Purchaser represents and warrants that (i) the Licensed Software has been delivered and accepted by Purchaser and any and all Services have been fully and satisfactorily performed by Licensor; (ii) any and all conditions to the effectiveness of the Property Schedule or to Purchaser's obligations under the Property Schedule have been satisfied, and that Purchaser has no defenses, set offs or counterclaims to any such obligations, and that the Property Schedule is in full force and effect; and (iii) Seller is relying on these certifications and acknowledgments as a condition to making payment for the Licensed Software and/or Services and that, upon Seller's remitting or becoming obligated to remit such payment, Seller will have fully and satisfactorily performed and satisfied all its obligations under the Property Schedule with respect to said Licensed Software and/or Services.

8. To the extent the terms of this Addendum conflict with or are inconsistent with the terms of the Agreement or Property Schedule, the terms of this Addendum shall control as to the Financed Items only.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Toshiba Financial Services

Seller

Signature

Print Name

Title

City of Wyandotte

Purchaser

X

Signature

Mayor

Title

Date

X

Attest By Signature

Print Name

Title

Document Checklist

- Tax-Exempt Installment/Purchase Agreement** – Execute signature block at the top of the first page of the Agreement.
- Addendum to Tax-Exempt Installment/Purchase Agreement** – If required by Seller, this document must be executed in the presence of an attester. The attesting witness does not have to be a notary, but must be present at the time of execution. The attester will execute the signature block below the Purchaser’s signature block at the bottom right of the page. If computation is required, please submit a copy of the computation test with the addendum.
- Property Schedule** – 1) If the transaction can be designated as a “bank qualified” transaction – one where Purchaser reasonably anticipates not issuing more than \$10 million in tax-exempt obligations in a calendar year – **then you should initial the line under this section**; 2) execute signature block at the bottom of the page. This document must be executed in the presence of an attester. The attesting witness does not have to be a notary, but must be present at the time of execution.
- Property Description – Exhibit A** – Execute signature block at the bottom of the page.
- Amortization and Installment Payment Schedule – Exhibit B** – Execute signature block at the bottom of the page.
- Certificate of Acceptance – Exhibit C** – 1) If billing address is different than address shown on the Agreement, fill in billing information under # 2; 2) the date that all equipment is delivered, installed and accepted is the date that should be placed on the “ACCEPTANCE DATE” line; and 3) execute signature block at the bottom of the page.
- Purchaser’s General and Incumbency Certificate – Exhibit D** – The General Certificate must be signed by the person signing the Agreement. The Incumbency Certificate must be signed by an officer other than the person signing the Agreement.
- Purchaser’s Counsel’s Opinion – Exhibit E** – If required by Seller, this document will need to be executed by your attorney, dated, and placed on his/her letterhead.
- Insurance Authorization and Verification** – To be filled out by Purchaser and returned with the executed documents.
- Notification of Tax Treatment** – Please provide your State Sales/Use tax Exemption Certificate, if applicable.
- Form 8038-GC or G** – Blank form provided to Purchaser. Please consult your local legal/bond counsel or tax consultant with questions.
- Original Documents** – Seller will require original documents, including original 8038 form, prior to funding.
- Validation of Board Approval** – If required by Seller, a copy of board minutes or board resolution should be provided showing approval of the contract.
- Services and Supplies Rider** – If Purchaser has requested that Seller, as a convenience to Purchaser, invoice Purchaser for certain service and supply payments Purchaser owes to Vendor, this document must be executed by Purchaser in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution.

Tax-Exempt Installment/Purchase Agreement

APPLICATION NO. 2379289

ACCEPTED BY SELLER:		
FULL LEGAL NAME Toshiba Financial Services		
STREET ADDRESS 1310 Madrid Street, Suite 101		
CITY Marshall	STATE MN	ZIP 56258
SIGNATURE		DATE
PRINT NAME		
TITLE Documentation Analyst		TELEPHONE NUMBER 800-828-8246

AGREED TO BY PURCHASER:		
FULL LEGAL NAME City of Wyandotte		
STREET ADDRESS 3200 Biddle Ave		
CITY Wyandotte	STATE MI	ZIP 48192
SIGNATURE X		DATE
PRINT NAME		
TITLE Mayor		TELEPHONE NUMBER 734-324-7106

AGREEMENT: Seller hereby sells, transfers, assigns and conveys to Purchaser and Purchaser hereby purchases and accepts from Seller all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Installment Purchase Agreement together with the Property Schedule shall be defined as the "Agreement."

TERM: The term of this Agreement (the "Term") listed in the Property Schedule shall commence upon the commencement date of the Property Schedule and continue for the time period set forth in the Property Schedule. This Agreement cannot be canceled or terminated by Purchaser except as expressly provided herein. Purchaser represents and warrants that the average life of the Property does not exceed the average life of the Term.

INSTALLMENT PAYMENTS: Purchaser shall pay the purchase price to Seller for the Property in installments (the "Installment Payments") in the amounts, and on the dates specified, in the Property Schedule.

NO OFFSET: THE OBLIGATIONS OF PURCHASER TO PAY THE INSTALLMENT PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT PURCHASER'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Purchaser anticipates that the Property shall be exempt from property taxes. Notwithstanding, Purchaser shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property. The Installment Payments payable by Purchaser under this Agreement have been established to reflect the savings resulting from this exemption from taxation.

LATE CHARGES: Purchaser shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Installment Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Term, Purchaser shall, at Purchaser's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Purchaser. At all times during the Term, Purchaser shall, at Purchaser's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Seller with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Purchaser shall furnish to Seller certificates evidencing such coverage throughout the Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Purchaser and Seller as their respective interests may appear. All such liability insurance shall name Seller as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Seller without first giving written notice thereof to Seller at least 30 days in advance of such change of status.

TERMINATION OF SELLER'S INTEREST: To secure Purchaser's obligations hereunder, Seller is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Purchaser hereby authorizes Seller to file all financing statements which Seller deems necessary or appropriate to establish, maintain and perfect such security interest. If Purchaser shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Term with respect to any item of Property, Seller's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Purchaser, subject to Seller's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Seller to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Purchaser agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Seller or its assignee an after tax yield equivalent to the tax exempt rate and Seller shall notify Purchaser of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Seller, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF PURCHASER: Purchaser hereby represents and warrants to Seller that: (a) Purchaser is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto, and if Purchaser is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect; (b) Purchaser has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Seller, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder; (c) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (d) the Property will be used by Purchaser only for essential governmental or proprietary functions of Purchaser consistent with the scope of Purchaser's authority and 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. Purchaser's need for the Property is not expected to diminish during the term of the Agreement; (e) Purchaser has funds available to pay Installment Payments

until the end of its current appropriation period, and it intends to request funds to make Installment Payments in each appropriation period, from now until the end of the term of this Agreement; (f) the Purchaser shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement, and Purchaser shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement; (g) Purchaser's exact legal name is as set forth on the first page of this Agreement. Purchaser will not change its legal name in any respect without giving thirty (30) days prior written notice to Seller.

RISK OF LOSS COVENANTS: Purchaser shall not be required to indemnify or hold Seller harmless against liabilities arising from the Agreement. However, as between Seller and Purchaser, and to the extent permitted by law, Purchaser 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 Property, including, but not limited to, the possession, ownership, use or operation thereof, except that Purchaser 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 Purchaser has surrendered possession of the Property in accordance with the terms of the Agreement to Seller or that arise directly from the gross negligence or willful misconduct of the Seller.

BINDING OBLIGATION: Seller and Purchaser understand and intend the obligation of Purchaser to pay Installment Payments under this Agreement and the Property Schedule shall constitute a binding contractual obligation of Purchaser for the full Term. Purchaser covenants to include all such Installment Payments in its annual budget and to make the necessary annual appropriation for all such Installment Payments. Neither this Agreement nor the Property Schedule shall be subject to termination by Purchaser in the event that Purchaser fails to appropriate any Installment Payments.

ASSIGNMENT BY PURCHASER: Without Seller's prior written consent, Purchaser may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY SELLER: Seller may assign, sell or encumber all or any part of this Agreement, the Installment Payments and any other rights or interests of Seller hereunder without the necessity of providing notice to or obtaining the consent of Purchaser; provided that Purchaser shall have no obligation to make payments to any assignee unless and until Purchaser has received notice of the name, address and tax identification number of the assignee. The initial Seller or its assignee(s) shall maintain a register of all assignees of this Agreement. To the extent permitted by applicable law, such assignees may include trust agents for the benefit of holders of certificates of participation. Purchaser agrees that if Seller sells, assigns or transfers this Agreement, Seller's assignee will have the same rights and benefits that Seller has now and will not have to perform any of Seller's obligations. **Purchaser agrees that Seller's assignee will not be subject to any claims, defenses, or offsets that Purchaser may have against Seller.**

EVENTS OF DEFAULT: Purchaser shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Seller in writing: (a) default by Purchaser in payment of any Installment Payment or any other indebtedness or obligation now or hereafter owed by Purchaser to Seller under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Seller to Purchaser, or (b) any warranty, representation or statement made or furnished to Seller by or on behalf of Purchaser proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Purchaser, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Purchaser, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Purchaser.

REMEDIES OF SELLER: Upon the occurrence of any Event of Default and at any time thereafter, Seller may, without any further notice, exercise one or more of the following remedies as Seller in its sole discretion shall elect: (a) terminate the Agreement and all of Purchaser's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Purchaser of any or all items of Property wherever found and for this purpose enter upon Purchaser's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Purchaser and Seller may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code, continuing to hold Purchaser liable for any deficiency and all costs and expenses incurred by Seller in exercising its remedies hereunder, including, without limitation, all costs and expenses of taking possession, removing, storing and reconditioning the Property, and including, without limitation, all brokerage and attorneys' fees; (c) proceed by appropriate court action or actions to enforce performance by Purchaser of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Seller at law or in equity or otherwise; (d) declare all unpaid Installment Payments and other sums payable hereunder during the current fiscal year of the Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Seller shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Seller is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Purchaser and Seller hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

COSTS AND ATTORNEY FEES: Upon the occurrence of an Event of Default by Purchaser in the performance of any term of this Agreement, Purchaser agrees to pay to Seller or reimburse Seller for, in addition to all other amounts due hereunder, all of Seller's costs of collection, including reasonable attorneys' fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Purchaser, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Seller or Purchaser at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Seller and Purchaser constitute the entire agreement between Seller and Purchaser with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Purchaser's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.


Property Schedule to Tax-Exempt Installment/Purchase Agreement

This **Property Schedule** is entered into pursuant to the Tax-Exempt Installment/Purchase Agreement between Seller and Purchaser.

1. Interpretation: The terms and conditions of the Tax-Exempt Installment/Purchase Agreement (the "Agreement") are incorporated herein.
2. Commencement Date: The Commencement Date of this Property Schedule is the date that Seller pays Vendor for the Property.
3. Property Description: The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes 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.
4. Term and Payments: The Term and Installment Payments are per the attached Exhibit B Amortization and Installment Payment Schedule. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit F. In lieu of the Acceptance Date for commencement of Installment Payments, the date of deposit of the Property Cost into the escrow by Seller shall be used. Purchaser shall have the option to prepay the Installment Payments due under this Property Schedule by paying the Termination Amount shown in the attached Amortization and Installment Payment Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.
5. Certificate of Acceptance: Attached as Exhibit C, hereto.
6. Expiration: Seller, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Seller at its place of business by 12/18/2018.
7. Property Cost: The total principal amount under this Property Schedule for the acquisition cost of the Property is \$96,504.52.
8. Purchaser's General and Incumbency Certificate: Purchaser has provided the Purchaser's General and Incumbency Certificate in the form attached as Exhibit D, hereto.
9. ~~Purchaser's Counsel's Opinion: If required by Seller, Purchaser has provided the opinion of its legal counsel substantially in the form as attached as Exhibit E, hereto.~~
10. Private Activity Issue. Purchaser understands that among other things, in order to maintain the exclusion of the interest component of Installment Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the Property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period").

Purchaser will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Purchaser or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use".

Throughout the Measurement Period, all of the Property is expected to be owned by Purchaser. Throughout the Measurement Period, Purchaser will not permit the Non-Qualified Use of the Property to exceed 10%.
11. Bank Qualification: Purchaser designates this Agreement and Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. Purchaser reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Purchaser) during the calendar year this Agreement and Property Schedule was funded, in an amount not exceeding \$10,000,000.

 _____ Purchaser initial here, if Bank Qualification is applicable.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Toshiba Financial Services

_____ Seller	
_____ Signature	_____ Date
_____ Print Name	_____ Documentation Analyst Title

City of Wyandotte

_____ Purchaser	
X	
_____ Signature	_____ Date
_____ Print Name	_____ Mayor Title
X	
_____ Attest By Signature	
_____ Print Name	_____ Title

EXHIBIT B

APPLICATION NO.

2379289

Amortization and Installment Payment Schedule**Term:** 63 months**Payment Structure:** Monthly in Arrears**Interest Rate:** 6.569%

If the Installment Payment Dates are not defined in this Amortization and Installment Payment Schedule, the first Installment Payment shall be due 30 days after the Commencement Date and each subsequent Installment Payment shall be due monthly thereafter.

Payment No.	Lease Payment	Interest Portion	Principal Portion	Outstanding Balance	Termination Amount (After Making Said Payment)
Beginning Balance				96,504.52	
1	1,815.25	528.27	1,286.98	95,217.54	98,074.07
2	1,815.25	521.22	1,294.03	93,923.51	96,741.22
3	1,815.25	514.14	1,301.11	92,622.40	95,401.07
4	1,815.25	507.02	1,308.23	91,314.17	94,053.60
5	1,815.25	499.85	1,315.40	89,998.77	92,698.73
6	1,815.25	492.65	1,322.60	88,676.17	91,336.46
7	1,815.25	485.41	1,329.84	87,346.33	89,966.72
8	1,815.25	478.13	1,337.12	86,009.21	88,589.49
9	1,815.25	470.81	1,344.44	84,664.77	87,204.71
10	1,815.25	463.46	1,351.79	83,312.98	85,812.37
11	1,815.25	456.06	1,359.19	81,953.79	84,412.40
12	1,815.25	448.62	1,366.63	80,587.16	83,004.77
13	1,815.25	441.13	1,374.12	79,213.04	81,589.43
14	1,815.25	433.61	1,381.64	77,831.40	80,166.34
15	1,815.25	426.05	1,389.20	76,442.20	78,735.47
16	1,815.25	418.44	1,396.81	75,045.39	77,296.75
17	1,815.25	410.80	1,404.45	73,640.94	75,850.17
18	1,815.25	403.11	1,412.14	72,228.80	74,395.66
19	1,815.25	395.38	1,419.87	70,808.93	72,933.20
20	1,815.25	387.61	1,427.64	69,381.29	71,462.73
21	1,815.25	379.79	1,435.46	67,945.83	69,984.20
22	1,815.25	371.94	1,443.31	66,502.52	68,497.60
23	1,815.25	364.04	1,451.21	65,051.31	67,002.85
24	1,815.25	356.09	1,459.16	63,592.15	65,499.91
25	1,815.25	348.10	1,467.15	62,125.00	63,988.75
26	1,815.25	340.07	1,475.18	60,649.82	62,469.31
27	1,815.25	332.00	1,483.25	59,166.57	60,941.57
28	1,815.25	323.88	1,491.37	57,675.20	59,405.46
29	1,815.25	315.71	1,499.54	56,175.66	57,860.93
30	1,815.25	307.51	1,507.74	54,667.92	56,307.96

31	1,815.25	299.25	1,516.00	53,151.92	54,746.48
32	1,815.25	290.95	1,524.30	51,627.62	53,176.45
33	1,815.25	282.61	1,532.64	50,094.98	51,597.83
34	1,815.25	274.22	1,541.03	48,553.95	50,010.57
35	1,815.25	265.78	1,549.47	47,004.48	48,414.61
36	1,815.25	257.30	1,557.95	45,446.53	46,809.93
37	1,815.25	248.77	1,566.48	43,880.05	45,196.45
38	1,815.25	240.20	1,575.05	42,305.00	43,574.15
39	1,815.25	231.58	1,583.67	40,721.33	41,942.97
40	1,815.25	222.91	1,592.34	39,128.99	40,302.86
41	1,815.25	214.19	1,601.06	37,527.93	38,653.77
42	1,815.25	205.43	1,609.82	35,918.11	36,995.65
43	1,815.25	196.62	1,618.63	34,299.48	35,328.46
44	1,815.25	187.76	1,627.49	32,671.99	33,652.15
45	1,815.25	178.85	1,636.40	31,035.59	31,966.66
46	1,815.25	169.89	1,645.36	29,390.23	30,271.94
47	1,815.25	160.88	1,654.37	27,735.86	28,567.94
48	1,815.25	151.83	1,663.42	26,072.44	26,854.61
49	1,815.25	142.72	1,672.53	24,399.91	25,131.91
50	1,815.25	133.57	1,681.68	22,718.23	23,399.78
51	1,815.25	124.36	1,690.89	21,027.34	21,658.16
52	1,815.25	115.10	1,700.15	19,327.19	19,907.01
53	1,815.25	105.80	1,709.45	17,617.74	18,146.27
54	1,815.25	96.44	1,718.81	15,898.93	16,375.90
55	1,815.25	87.03	1,728.22	14,170.71	14,595.83
56	1,815.25	77.57	1,737.68	12,433.03	12,806.02
57	1,815.25	68.06	1,747.19	10,685.84	11,006.42
58	1,815.25	58.49	1,756.76	8,929.08	9,196.95
59	1,815.25	48.88	1,766.37	7,162.71	7,377.59
60	1,815.25	39.21	1,776.04	5,386.67	5,548.27
61	1,815.25	29.49	1,785.76	3,600.91	3,708.94
62	1,815.25	19.71	1,795.54	1,805.37	1,859.53
63	1,815.25	9.88	1,805.37	0.00	0.00
	<u>114,360.75</u>	<u>17,856.23</u>	<u>96,504.52</u>		

This Amortization and Installment Payment Schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

PURCHASER ACCEPTANCE

City of Wyandotte
NAME OF PURCHASER

X
SIGNATURE

Mayor
TITLE

DATED

Exhibit C

APPLICATION NO.
2379289

Certificate of Acceptance

This **Certificate of Acceptance** is pursuant to Tax-Exempt Installment/Purchase Agreement dated as of _____ and the related Property Schedule, between Seller and Purchaser (the "Agreement").

1. Property Acceptance. Purchaser hereby certifies and represents to Seller that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Purchaser has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Purchaser will immediately begin making Installment Payments in accordance with the times and amounts specified herein. SELLER MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND SELLER HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS SOLD TO PURCHASER "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY PURCHASER.

2. Billing Address. If billing address differs from the address listed on the Tax-Exempt Installment/Purchase Agreement please list below:

BILLING NAME			
STREET ADDRESS	CITY	STATE	ZIP

IN WITNESS WHEREOF, Purchaser has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date

City of Wyandotte

Purchaser

X

Signature

Print Name

Mayor
Title

Exhibit D

APPLICATION NO.
2379289

Purchaser's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: Tax-Exempt Installment/Purchase Agreement and Property Schedule dated as of _____, between City of Wyandotte, as Purchaser ("Purchaser") and Toshiba Financial Services, as Seller.

The undersigned, being the duly elected, qualified and acting official of Purchaser holding the title stated in the signature line below, does hereby certify as of the date of this Certificate and the date of the Agreement (as defined below), as follows:

- 1. If required by applicable law, Purchaser did, at a meeting of the governing body of the Purchaser, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Tax-Exempt Installment/Purchase Agreement (the "Agreement") by the undersigned.
2. If the aforementioned meeting(s) was required by applicable law, the meeting(s) of the governing body of the Purchaser at which the Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings required by applicable law of the governing body of Purchaser relating to the authorization and delivery of the Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Purchaser; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Purchaser, if any, and the laws of the State.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof with respect to this Property Schedule under the Agreement.
4. The acquisition of all of the Property under the Agreement and the Property Schedule has been duly authorized by the governing body of Purchaser.
5. Purchaser has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Installment Payments scheduled to come due during the current budget year under the Agreement and the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin in the delivery of the Agreement or the Property Schedule or of other agreements similar to the Agreement; (b) questioning the authority of Purchaser to execute the Agreement or the Property Schedule, or the validity of the Agreement or the Property Schedule, or the payment of principal or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

City of Wyandotte

X

Mayor

Purchaser

Signature of Person to Sign Agreement

Print Title of Person to Sign Agreement

Print Name of Person to Sign Agreement

Print Date that Above Person Signed this Certificate

INCUMBENCY CERTIFICATE

Re: Tax-Exempt Installment/Purchase Agreement and Property Schedule dated as of _____, between City of Wyandotte, as Purchaser ("Purchaser") and Toshiba Financial Services as Seller ("Agreement").

The undersigned, being the duly elected, qualified and acting Secretary, Clerk or other duly authorized official or signatory of the Purchaser does hereby certify, as of the date of this Certificate and the date of the Agreement (as defined in the General Certificate above), as follows:

As of the date of the meeting(s) of the governing body of the Purchaser at which the above-referenced Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Purchaser held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

Table with 3 columns: NAME OF PERSON SIGNING AGREEMENT, TITLE OF PERSON SIGNING AGREEMENT, SIGNATURE OF PERSON SIGNING AGREEMENT. The title 'Mayor' is visible in the second column.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

X

Signature of Secretary, Clerk or other duly authorized official or signatory of Purchaser (Cannot be same as Person Signing Agreement)

Print Title of Person who signed this Certificate

Print Name of Person Signing this Certificate

Print Date that Above Person Signed this Certificate

Insurance Authorization and Verification

Re: Tax-Exempt Installment/Purchase Agreement dated as of _____, between Purchaser and Seller.

Seller: Toshiba Financial Services
1310 Madrid Street, Ste. 101
Marshall, MN 56258

Purchaser: City of Wyandotte
3200 Biddle Ave
Wyandotte MI 48192

TO THE PURCHASER: In connection with the above-referenced Tax-Exempt Installment/Purchase Agreement and the Property Schedule thereunder each dated: _____ (the "Agreement"), Seller requires proof in the form of this document, executed by both Purchaser* and Purchaser's agent, that Purchaser's insurable interest in the financed property (the "Property") meets Seller's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

SELLER, 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 Seller. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Seller and Purchaser at least thirty (30) days in advance of such cancellation or modification.

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

Purchaser must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$96,504.52, with deductibles no more than \$10,000.00.

**Purchaser: Please execute this form and return with your document package. Seller will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Purchaser's agency may submit insurance certificates demonstrating compliance with all requirements. Should you have any questions, please contact Toshiba Financial Services at 800-828-8246.*

By signing, Purchaser 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.

NAME OF AGENCY		NAME OF AGENT	
STREET ADDRESS		CITY	STATE ZIP
PHONE	FAX	E-MAIL	

PURCHASER ACCEPTANCE

City of Wyandotte **X** Mayor

NAME OF PURCHASER SIGNATURE TITLE DATED

TO THE AGENT: *In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Seller at 866-405-8329. This fully endorsed form shall serve as proof that Purchaser's insurance meets the above requirements.*

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

AGENT ACCEPTANCE

X

NAME OF AGENCY SIGNATURE PRINT NAME DATED

Insurable Value: \$96,504.52

ATTACHED: PROPERTY DESCRIPTION FOR THE AGREEMENT.

Tax-Exempt Installment Purchase Agreement

AGREEMENT NO.
2379289

Addendum (Michigan)

THIS ADDENDUM, which is entered into as of _____ between Toshiba Financial Services ("Seller") and City of Wyandotte ("Purchaser"), is intended to modify and supplement the Property Schedule (the "Property Schedule") to the Tax-Exempt Installment Purchase Agreement between Seller and Purchaser dated as of _____ (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

In addition to the representations, warranties and covenants of Purchaser set forth in the Agreement, Purchaser, as of the Commencement Date for the Property Schedule, represents, warrants and covenants for the benefit of Seller that Purchase is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, any debt limitations applicable to Purchaser or the Property Schedule. Without limiting the foregoing, (a) if Purchaser is a county, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Mich. Comp. Laws Section 46.11b(1) and (2) **attach computation of such test**; and (b) if Purchaser is a city, township or village, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Mich. Comp. Laws Section 123.721 **attach computation of such test.**

The parties agree that the Property Schedule constitutes an installment contract pursuant to Mich. Comp. Laws Section 46.11b (if Purchaser is a county), or Mich. Comp. Laws Section 123.721 (if Purchaser is a municipality).

IN WITNESS WHEREOF, Seller and Purchaser have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Toshiba Financial Services

Seller

Signature

Print Name

Documentation Analyst

Title

City of Wyandotte

Purchaser

X

Signature

Mayor

Title

Date

X

Attest By Signature

Print Name

Title

Tax-Exempt Installment/Purchase Agreement

APPLICATION NO.

2379289

SERVICES AND SUPPLIES RIDER

This Services and Supplies Rider is entered into as of _____, 20____ (the "Rider"), between Toshiba Business Solutions ("Vendor"), City of Wyandotte ("Purchaser") and Toshiba Financial Services ("Seller").

WHEREAS, Seller and Purchaser have entered into that certain Property Schedule, pursuant to the Tax-Exempt Installment/Purchase Agreement, dated as of _____, 20____ (the "Agreement"), for the installment/purchase of certain property identified therein (the "Property");

WHEREAS, the Property is being acquired from Vendor for the installment/purchase to Purchaser under the Agreement;

WHEREAS, Purchaser has the obligation to maintain the Property under the Agreement;

WHEREAS, Purchaser wished to engage Vendor to provide certain services and supplies, set forth in Appendix A, hereto (the "Services and Supplies") for the compensation from Purchaser to Vendor as set forth in Appendix A (the "Service and Supply Payments");

WHEREAS, Purchaser and Vendor wish for Seller to invoice Purchaser for the Service and Supply Payments with the invoicing of the Installment Payments under the Agreement, as well as to receive such Service and Supply Payments and forward the same to Vendor; and

WHEREAS, Seller is willing to invoice the Service and Supply Payments with the invoicing of the Installment Payments under the Agreement, as well as to receive such Service and Supply Payments and forward the same to Vendor subject to the terms and conditions of this Rider.

NOW THEREFORE, Vendor, Purchaser and Seller agree as follows:

1. Vendor and Purchaser represent and warrant that the description of the Services and Supplies and the Service and Supply Payments attached hereto in Appendix A are true and correct. Vendor and Purchaser covenant that Seller shall be provided with a written copy of any amendment of such Services and Supplies and Service and Supply Payments. Vendor and Purchaser agree and understand that Seller shall be invoicing the Service and Supply Payments solely from the written information provided by Vendor and Purchaser.

2. Subject to the terms and conditions of this Rider, Seller agrees to bill and collect on behalf of Vendor the Service and Supply Payments as set forth in Appendix A, and any sales tax due thereon, on the dates and with the invoicing of the Installment Payments. Seller will report and remit all sales tax collected on the Service and Supply Payments to the taxing authorities in Seller's name and will remit to Vendor the Service and Supply Payments actually collected by Seller on a daily basis (not including weekends or holidays). Payments to Vendor shall be made in accordance with the written instructions on file with Seller by Vendor. Vendor remains responsible for any income tax on its monthly receipts. Seller shall not invoice other amounts for Service and Supply Payments absent written instruction signed by Vendor and Purchaser agreeing to the revised Service and Supply Payments amounts. Vendor, at Vendor's option, may bill Purchaser for overage charges in which case any reference to meter readings or overage charges in Appendix A shall not apply.

3. If the amounts received by Seller from the Purchaser are less than the total of the Installment Payments, the Service and Supply Payments and any other amounts due under the Agreement, Seller shall apply and remit monies actually collected in the following order: (i) past due Installment Payments; (ii) current Installment Payments; (iii) past due Seller fees and surcharges (excluding late fees); (iv) past due Service and Supply Payments; (v) current Seller fees and surcharges (excluding late fees); (vi) current Service and Supply Payments; (vii) past due Seller late fees; and, (viii) current Seller late fees. Any sales tax due shall be applied at the time of the respective charges for which the sales tax is applicable. Seller reserves the right to adjust how Seller will apply and remit monies. Any adjustment to how Seller will apply and remit collected monies shall be communicated to Vendor.

4. Seller shall use commercially reasonable efforts to collect Service and Supply Payments on behalf of Vendor. If Seller is unable to collect a Installment Payment or a Service and Supply Payment from Purchaser, or if there has been a default by Purchaser under the Agreement, Seller may request that Vendor assume billing and collection of the Service and Supply Payment due, including collecting, reporting and remitting (in Vendor's name) any sales or other taxes due thereon.

5. Purchaser agrees and understands that Seller is not providing any of the Services or Supplies and Purchaser shall look solely to Vendor to provide said Services and Supplies. Purchaser agrees and understands that notwithstanding the engagement of Vendor to provide Services and Supplies with respect to the Property that is under the Agreement, and as between Purchaser and Seller, Purchaser shall continue to be obligated to provide for the maintenance of the Property in accordance with the terms and conditions of the Agreement.

6. PURCHASER AGREES AND UNDERSTANDS THAT THE OBLIGATIONS OF PURCHASER TO PAY THE INSTALLMENT PAYMENTS DUE UNDER THE AGREEMENT AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THE AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DISPUTES THAT MIGHT ARISE BETWEEN THE PARTIES UNDER THIS RIDER.

7. With prior written notice, any of the parties may terminate this Rider, in which event Seller shall provide a written accounting of the receipt and remittance of Service and Supply Payments as of the date of said termination. Any attempt by Vendor to assign or convey its rights or obligations under this Rider without Seller's consent shall be deemed a termination of this Rider by Vendor.

8. Vendor hereby agrees to indemnify, defend and hold harmless Seller and its affiliates, agents, contractors, employees, officers and directors ("Seller Indemnitees") from and against, any and all liabilities, obligations, losses, damages, penalties, claims actions, suits, costs, expenses and disbursements (including, without limitation, reasonable attorneys' fees and costs) of whatever kind or nature ("Claims") imposed or assumed by, incurred by or asserted against any Seller Indemnitees related to or arising out of this Services and Supplies Rider.

9. This Rider constitutes the entire agreement between Vendor, Purchaser and Seller with respect to the Services and Supplies and the Service and Supply Payments and this Rider may not be amended except in writing signed by all parties. This Rider shall be governed by and construed in accordance with the laws of the Purchaser's state. This Rider may be simultaneously executed in counterparts; each shall be an original with all being the same instrument.

IN WITNESS WHEREOF, Vendor, Seller and Purchaser have caused this Services and Supplies Rider to be executed in their names by their duly authorized representatives.

Toshiba Financial Services

Seller

Signature

Print Name

Title

City of Wyandotte

Purchaser

X

Signature

Print Name

Mayor

Title

Toshiba Business Solutions

Vendor

X

Signature

Print Name

Title

City of Wyandotte

Attest

X

Signature

Print Name

Title

Appendix A

Description of Services and Supplies

Maintenance by Vendor during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer.

Description of Service and Supply Payments

63 Monthly Service and Supply Payments of \$ 673.75

Service and Supply Payment includes 65,000 B&W Pages per month Overage Charge: \$ 0.00575 per B&W page billed quarterly

Service and Supply Payment includes 8,000 Color Pages per month Overage Charge: \$ 0.0375 per Color page billed quarterly

Overage Charges: Purchaser shall provide periodic meter readings on the Property. If Purchaser makes more than the applicable included pages in any period, Purchaser agrees to pay an additional amount equal to the number of excess pages made during such period, multiplied by the applicable overage charge. Regardless of the number of pages made each period, Purchaser will never pay less than the Service and Supply Payment amount.