

MASTER LEASE-PURCHASE FINANCING AGREEMENT
BETWEEN
The City of Corpus Christi, as Lessee
and
JPMORGAN CHASE BANK, N.A., as Lessor

THIS MASTER LEASE-PURCHASE FINANCING AGREEMENT (the **Agreement**), is by and between JPMorgan Chase Bank, N.A., a National Banking Association formed under the laws of the United States, possessing a Certificate of Authority under Charter No. 8 from the United States Comptroller of Currency, as lessor (**Lessor**) whose address is 1111 Polaris Parkway, Suite A3 (OH-1085), Columbus, OH 43240, and the City of Corpus Christi, a political subdivision of the State of Texas as lessee (**City**), whose address is 1201 Leopard, Corpus Christi, Nueces County, Texas 78401.

WITNESSETH:

WHEREAS, the City is authorized by law to acquire such items of personal property as are needed to carry out its governmental functions, and to acquire such personal property by entering into a lease with the option to purchase; and

WHEREAS, the City has determined that it is necessary for it to acquire under this Agreement certain items of personal property described herein as the Property; and

WHEREAS, Lessor is willing to lease certain Property to the City pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein City and Lessor hereto recite and agree as follows:

ARTICLE 1. DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. The terms defined in this Section, for all purposes of this Agreement, have the following meanings:

Additional Terms: Consecutive terms, each of a one-year fiscal period, for which a Lease with respect to a Property Group remains in effect unless terminated by City. Each Additional Term commences at the end of the Original Term or the preceding Additional Term and continues for a period within which all of the Lease Payments specified in **Exhibit B** will be paid as provided in Section 5.1.

Agreement: The Master Lease-Purchase Financing Agreement and all Exhibits hereto.

Business Day: Each day on which the City is open for business.

Contractor: Each manufacturer or vendor from whom the City has ordered or contracted for the manufacture, delivery and/or installation of the Property.

Contract Administrator: The City's designated representative for administering this Agreement is the Director of Financial Services or designee.

Event of Taxability. A determination that the interest portion of Lease Payments is included for federal income tax purposes in the gross income of Lessor due to City's action or failure to take action, including the breach of covenants set forth herein. An Event of Taxability occurs upon the earliest of: (1) the happening of any event which may cause such Event of Taxability, or (2) Lessor's payment to the applicable taxing authority of the tax increase resulting from such Event of Taxability, or (3) the adjustment of Lessor's tax return to reflect such Event of Taxability, or (4) the date as of which the interest portion of the Lease Payments is determined by the Internal Revenue Service to be includable in the gross income of Lessor for federal income tax purposes.

Fiscal Year: The 12 month fiscal period of the City which commences annually on October 1 and ends on the following September 30.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of Texas.

Interest: The portion of any Lease Payment designated as and comprising interest as shown in any **Exhibit B** hereto.

Lease: With respect to each Property Group, this Agreement and the Schedule relating thereto, shall constitute a separate contract relating to such Property Group.

Lease Payment: The payment of Principal and Interest due from the City to Lessor on each Payment Date as shown on each **Exhibit B**.

Lease Term: With respect to any Property Group, the Original Term and all Additional Terms during which the related Lease is in effect as specified in Section 4.4.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to any Property, remaining after payment therefrom of all expenses incurred in the collection thereof.

Non-appropriation Event: The failure of the City Council of the City to appropriate money for any Fiscal Year sufficient for the continued performance of a Lease by the City with respect to the related Property Group, which may be evidenced by a budget ordinance or resolution which prohibits the City from using any monies to pay the Lease Payments due under such Lease with respect to such Property Group for a designated Fiscal Year.

Original Term: The period from the date of execution of an **Exhibit A** with respect to a Property Group until the end of the then-current Fiscal Year.

Payment Date: The date upon which any Lease Payment is due and payable as provided in any **Exhibit B**.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which the City may, pursuant to the provisions of **Section 7.3** hereof, permit to remain unpaid, (ii) this Agreement and amendments hereto, (iii) Lessor's interest in the Property, or (iv) any mechanic's, laborer's, material men's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which the City may, pursuant to **Article 8**, hereof, permit to remain unpaid.

Principal: The portion of any Lease Payment designated as principal in any **Exhibit B** hereto.

Property: Individually or collectively as the context requires, the personal property designated by the City, which is described in one or more **Exhibit A** as now or hereafter constituted. The City may lease-purchase all equipment it determines necessary to provide essential services, which includes computer hardware and software.

Property Group: The Property listed on any **Exhibit A** comprising a single purchase of a group of items, equipment or associated products.

Purchase Option Price: With respect to a Property Group listed on any single **Exhibit A**, the amount designated and set forth opposite each Payment Date in the **Exhibit B** relating to such Property Group.

Schedule: A schedule consisting of separate, but like-numbered pages of **Exhibits A and B** which have been completed with respect to a Property Group and executed by Lessor and City.

Specifications: The procurement specifications and/or purchase order pursuant to which the City has ordered any Property from a Contractor.

Section 1.2. Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A: Property Group Description. Each Lease will have consecutively numbered **Exhibit A** forms. Each **Exhibit A** will describe the Property Group for its Lease, including serial numbers when available, on consecutively numbered pages. A sample **Exhibit A** is attached and incorporated.

Exhibit B: Lease Payment Schedule. Each Lease will have consecutively numbered **Exhibit B** forms. Each **Exhibit B** will contain the date and amount of each Lease Payment due for the corresponding **Exhibit A** Property Group, the amount of each Lease Payment allocating Principal and Interest, the price at which City may exercise its Article 10 option to purchase Lessor's interest in each Property Group, and the due date of each Lease Payment.

Exhibit C: Certificate of Acceptance. A Certificate of Acceptance signed by the Contract Administrator indicating that the Property Group described therein has been delivered and installed in accordance with the Specifications, and has been accepted by the City, the date on which Lease Payments shown in the page of **Exhibit B** relating thereto commences, and that certain other requirements have been met by the City. A sample **Exhibit C** is attached and incorporated.

Exhibit D: Opinion of Counsel. A form of opinion of counsel to the City as to the organization, nature, and powers of the City; the validity, execution, and delivery of this Agreement and various related documents; the absence of litigation; and related matters. A sample **Exhibit D** is attached and incorporated.

Exhibit E: Requisition Report. City shall furnish Lessor a Requisition Report prior to issuing a procurement for any Property Group unless the item is on **Exhibit F**, Approved Property List. The parties agree that no Requisition Report shall be required for Property listed on the Approved Property List. Each Requisition Report will include the proposed Property Group, an estimated price for each piece of Property, the budgeted amount for each piece of Property, the desired number of Lease Payments, and any other information that City's Contract Administrator and an authorized agent of Lessor mutually agree to add to the Requisition Report. A sample Requisition Report is attached as **Exhibit E**.

Exhibit F: Approved Property List. City will furnish Lessor an Approved Property List listing all Property budgeted for lease-purchase in the beginning of every fiscal year. Lessor approves the lease-purchase of all Property listed on the Approved Property List by bidding on and signing this contract. City will furnish Lessor's Agent a new Approved Property List by October 15th annually, which will list all Property budgeted for lease-purchase during subsequent fiscal

years. **Exhibit F will contain the following funding conditions:** The initial Approved Property List is attached as **Exhibit F** and incorporated by reference. Each **Exhibit F** will contain the following representations made by City:

- (a) No material adverse change has occurred in the Code.
- (b) No material adverse change has occurred in the financial condition of City.
- (c) All representations and warranties of City in the Agreement remain true, accurate and complete.
- (d) No event of default has occurred and is continuing under the Agreement.

Section 1.3. Additional Documents. The following additional documents shall be provided by City to Lessor, in form reasonably satisfactory to Lessor, prior to any funding under this Agreement: Lease Schedule; Auto-debit Form; Certificate of Incumbency; Proceeds Disbursement Authorization; and resolutions of City authorizing the transactions hereunder.

ARTICLE 2. REPRESENTATION, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the City. The City represents, covenants, and warrants as follows:

- (a) The City is a municipal corporation and political subdivision of Texas, duly organized and existing under the Constitution and laws of the State.
- (b) The City is authorized under the Constitution and laws of Texas to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (c) The City Manager, or designee, has been duly authorized to execute and deliver this Agreement by the official action of the City's governing body, the City Council.
- (d) In authorizing and executing this Agreement, the City has complied and/or will comply with all public bidding laws applicable to this Agreement and the acquisition of the Property by the City.
- (e) The City will not pledge, mortgage or assign this Agreement, or its duties and obligations hereunder to any other person, firm or corporation, except as provided under the terms of this Agreement.

(f) The City will use the Property during the Lease Term only to perform essential governmental functions devoted exclusively to public uses.

(g) Upon the request and direction of Lessor, the City will take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Lease Payments does not become included in the gross income of the recipient for federal income tax purposes under the **Internal Revenue Code of 1986 (the Code) and Treasury Regulations** promulgated thereunder (**the Regulations**).

(h) Within five Business Days of final acceptance of each Property Group by the Contract Administrator, after delivery and installation of that Property Group, the City will provide to Lessor a completed and executed copy of **Exhibit C**, Certificate of Acceptance, corresponding to that Property Group, together with completed and executed copies of the related **Exhibits A** and **B**.

(i) Upon the execution of this Agreement, the City will provide the Lessor an opinion of its legal counsel in substantially the form of **Exhibit D**.

(j) Upon the request and direction of Lessor, the City will submit to the Secretary of the Treasury an information reporting statement at the time and in the form required by the Code and Regulations.

(k) The City shall take appropriate official action by its governing body to approve the acquisition and financing of any Property Group under the terms and conditions of this Agreement.

(l) The execution, delivery, and performance by the City of its obligations under this Agreement will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which the City is a party or by which the City's properties may be bound or affected.

Section 2.2. Representation, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a national banking association formed under the laws of the United States and authorized to transact business in the State of Texas; has power to enter into this Agreement; is possessed of full power to own and hold personal property and to lease the same; engages in the leasing of personal property such as the Property in the ordinary course of business; and has duly authorized the execution and delivery of this Agreement and all addenda thereto.

(b) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions thereof, nor the

consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction, agreement or instrument to which Lessor is now a party or by which Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Property, except Permitted Encumbrances.

(c) Lessor must not issue Certificates of Participation and Lessor agrees that City shall not be required to provide any disclosure information under Securities & Exchange Commission Rule 15(c) 2-12.

ARTICLE 3. LEASE OF PROPERTY

Section 3.1. Acquisition of Property. During this Agreement when City desires to lease a Property Group from Lessor, the Contract Administrator shall complete an **Exhibit E**, which includes the Property Group, an estimated price for each piece of Property, the budgeted amount for the Property Group and the desired number of Lease Payments for the Property Group.

For any property not on the annually approved **Exhibit F**, Lessor must advise the Contract Administrator in writing whether Lessor will lease the Property Group to City within three business days after receipt of a completed **Exhibit E**.

City will initiate the procurement process to purchase the Property Group. Upon receipt of bids and award by City Council of a contract to purchase, City shall notify Lessor in writing of the Property Group cost and estimated delivery period and Lessor shall execute an **Exhibit A**, numbered with the assigned Lease Number, and forward it to the Contract Administrator.

If City so desires, or if Lessor chooses not to lease a Property Group to City or chooses not to lease for the number of Lease Payments the City requested, City may lease the Property Group from anyone else it chooses.

Section 3.2. Property Delivery; Documentation. Upon Lessor's written approval of an **Exhibit E**, Lessor shall provide City with an assigned Lease Number and the Contract Administrator will prepare working file copies of **Exhibits A** and **B**, and forward a copy of each to Lessor's designated representative. After delivery of a Property Group to City, City staff shall inspect the Property Group for compliance with Specifications. Within three business days after the Contract Administrator receives staff's written acceptance of the Property Group, the City will complete the previously furnished **Exhibits A** and **B** and will provide Lessor a completed and executed **Exhibit C** (Certificate of Acceptance).

Lessor must pay a Contractor, or reimburse City for any payment it made to a Contractor, for a Property Group on the same day that the Lease Payment Schedule **Exhibit B** begins, which must be within three business days of receipt of all documents from the City and upon determination by Lessor that the following funding conditions have been met. The Contract Administrator must provide Lessor, in a form satisfactory to Lessor, the following:

- (a) an **Exhibit A** and **Exhibit B** executed by City and Lessor;
- (b) an **Exhibit C** executed by City;
- (c) a motion, or other evidence, showing official action taken by the City Council to authorize acquisition of the Property Group on the terms provided in **Exhibit A**;
- (d) Contractor invoice(s) and/or bill(s) of sale relating to the Property Group, and if the invoices have been paid by City, evidence of payment thereof, and if applicable, evidence of official intent to reimburse such payment as required by the Regulations;
- (e) as applicable, financing statements executed by City as debtor and/or the original certificate of title or manufacturer's certificate of origin and title application if any of the Property Group is subject to certificate of title laws;
- (f) a completed and executed Form 8038-G or -GC or evidence of filing thereof with the Secretary of the Treasury; and
- (g) any other documents or items reasonably required by Lessor.

Simultaneously with the delivery of the Property Group, Lessor shall cooperate with the City and the City shall take all actions necessary to vest legal title to the Property Group in the City, and to perfect a security interest therein in favor of Lessor or a person, firm, or corporation designated by Lessor.

Within three business days of Lessor's receipt of the documents listed above in (a)-(g) in form and substance satisfactory to Lessor, Lessor shall make full payment to Contractor(s) of all funds applicable to the accepted Property Groups by either wire transfer or overnight delivery of a check at the direction of the Contract Administrator. If the escrow agreement described in Section 3.6 is utilized, Lessor will consent to a disbursement from the escrow account for payment of all funds applicable to the accepted Property Group within three business days of Lessor's receipt of the documents listed in (a)-(g) above in form and substance satisfactory to Lessor.

Section 3.3. Lease. Lessor hereby leases all Property made subject to this Agreement to the City, and the City hereby leases such Property from Lessor, upon the terms and conditions set forth in the Lease and this Agreement.

Section 3.4. Possession and Enjoyment. Lessor hereby covenants to provide the City, during the Term of this Agreement, with the quiet use and enjoyment of the Property, and the City will, during the Term of this Agreement, peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Lessor will, at the request of the City and at the City's cost, join in any legal action in which the City asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so.

Section 3.5. Lessor's Access to Property. The City agrees that Lessor may, at all reasonable times, examine and inspect the Property. The City further agrees that Lessor will have such rights of access to the Property as may be reasonably necessary to cause the proper maintenance of the Property in the event of failure by the City to perform its obligations hereunder.

Section 3.6 Alternative Procedure; Escrow Agreement. Notwithstanding the provisions of Section 3.2, upon agreement by Lessor and City as to any Property Group to be acquired and leased by City under this Agreement, Lessor and City may enter into an escrow agreement in form and substance, and with an escrow agent, mutually satisfactory to the parties. If Lessor wishes to enter into an escrow agreement for any Property Group and the parties cannot agree on acceptable terms for the escrow agreement, or the Lessor refuses to provide an escrow account, the City may acquire the Property Group using other funding, outside of this Agreement.

ARTICLE 4. TERM OF MASTER LEASE-PURCHASE AGREEMENT AND LEASES

Section 4.1. Agreement Term. This Agreement will be in effect commencing upon the issuance of a notice to proceed for a period of two years; provided that any Lease for a Property Group will remain in effect for a Term commencing upon its date of execution and ending as provided in **Section 4.4.** The City and the Lessor may extend this Agreement for up to three additional one-year terms. Each additional agreement period will commence by issuance of an amendment by the City unless the City or Lessor notifies the other party in writing at least 90 days prior to the end of the then-current term, that it wishes not to renew the Agreement or wishes to modify the terms of this Agreement. Lessor has no obligation to fund future Property Group acquisitions if the City terminates a Lease or defaults, or if such property is not on the annually approved **Exhibit F.**

Section 4.2. Non-Appropriation Termination of Lease by the City. The Lease, with respect to a particular Property Group, will be in effect for the Original Term and for each of the Additional Terms shown in **Exhibit B**, unless terminated prior thereto by City as provided in this Section. Immediately upon a Non-Appropriation Event, City shall give written notice to Lessor to terminate

such Lease and in such event, the Lease with respect to the related Property Group will terminate at the end of such Original Term or Additional Term then in effect as of the date of the City's written notice of termination. The City may effect such termination by giving Lessor such written notice and by paying to Lessor any Lease Payments and other amounts due under such Lease which have not been paid at or before the end of the then-current Original Term or Additional Term. In the event of termination of a Lease, the City will comply with the instructions of Lessor pursuant to **Section 12.3**.

Section 4.3. Effect of Lease Termination. Upon termination of a Lease due to a Non-Appropriation Event with respect to the related Property Group, the City will not be responsible for the payment of any additional Lease Payments coming due with respect to succeeding Fiscal Years. If, however, the City has not delivered possession and conveyed to Lessor or released its interest in the Property Group within ten days after the date of termination, the termination will nevertheless be effective, but the City will be responsible for the payment of damages equal to the amount of the Lease Payments thereafter coming due under the page of **Exhibit B** attributable to the number of days after such ten-day period during which the City fails to take such actions and for any other loss suffered by Lessor as a result of the City's failure to take such actions as required.

Section 4.4. Termination of Lease Term. The Term of each Lease will terminate upon the occurrence of the first of the following events:

(a) the termination thereof by the City with respect to the related Property Group due to a Non-Appropriation Event in accordance with **Section 4.2**;

(b) the exercise by the City of its option to purchase Lessor's interest in the related Property Group and payment of all sums related thereto pursuant to **Article 10**;

(c) a default by the City with respect to the related Property Group and Lessor's election to terminate the Lease with respect to such Property Group pursuant to **Article 12**; or

(d) the payment by the City of all Lease Payments and all other amounts authorized or required to be paid by the City hereunder with respect to the related Property Group.

Section 4.5. Termination of Agreement. Either Lessor or City may terminate this Agreement as to any further financings hereunder after the expiration of the initial two-year term or after the expiration of any annual extension term by giving at least 90 days' advance written notice to the other in the manner set out in **Section 13.1** herein. Notwithstanding the termination, the Agreement will remain in full force and effect with respect to Leases outstanding

as of the date of such termination, and such Leases may terminate only as provided in **Section 4.4** herein.

ARTICLE 5. LEASE PAYMENTS

Section 5.1. Lease Payments. City agrees to pay Lease Payments during this Agreement in the amounts specified in each **Exhibit B**. Lessor shall invoice City monthly with each invoice stating the Property Group Lease number (A-_) and Lease Payment for each Property Group for which payment is invoiced. Using a format agreed to by the Contract Administrator and Lessor's authorized representative, City shall make monthly payments on the first business day of each month; however, the Contract Administrator reserves the right to change the payment date for future Leases on 90 days' advance notice to Lessor. All Lease Payments must be paid to Lessor at its offices at the address specified in the first paragraph of this Agreement, or to such other person(s) or entity(ies) to which Lessor has assigned such Lease Payments as specified in **Article 11**, at such place as such assignee may designate by written notice to the Contract Administrator. The City shall pay the Lease Payments exclusively from monies legally available therefor, in lawful money of the United States of America. Interest, with respect to the Lease Payments for any Property Group, accrues from the date of Lessor's payment to Contractor or, if the escrow agreement described in **Section 3.6** is utilized, from the date of Lessor's deposit of funds with the escrow agent.

Section 5.2. Current Expense. The obligations of the City under this Agreement, including its obligation to pay the Lease Payments due with respect to the Property, in any Fiscal Year for which this Agreement is in effect, constitutes a current expense of the City for such Fiscal Year and does not constitute an indebtedness of the City within the meaning of the constitution and laws of Texas. Nothing herein constitutes a pledge by the City of any taxes or other monies, other than monies currently appropriated from time to time by or for the benefit of the City in the annual budget of the City and the proceeds or Net Proceeds of the Property, to the payment of any Lease Payment or other amount coming due hereunder.

Section 5.3. Interest Component. A portion of each Lease Payment is paid as and represents the payment of Interest. **Exhibit B** sets forth the Interest component of each Lease Payment. The interest rate shall not exceed the then maximum rate allowed for similar governmental obligations pursuant to Chapter 1204 of the Texas Government Code, as amended, or such other applicable laws in effect as of the date of the Schedule.

Lessor agrees that the interest component for each Property Group be established as follows:

Amortization Period

Applicable Interest Rate

12 months	181.2 basis points over/under the (1 Yr. SWAP x 62.42%) rate from the ICE Index.
18 months	158.2 basis points over/under the (1 Yr. SWAP x 62.42%) rate from the ICE Index.
24 months	150.1 basis points over/under the (1 Yr. SWAP x 62.42%) rate from the ICE Index.
30 months	145.7 basis points over/under the (1 Yr. SWAP x 62.42%) rate from the ICE Index.
36 months	137.1 basis points over/under the (2 Yr. SWAP x 62.42%) rate from the ICE Index.
42 months	138.5 basis points over/under the (2 Yr. SWAP x 62.42%) rate from the ICE Index.
48 months	141.4 basis points over/under the (2 Yr. SWAP x 62.42%) rate from the ICE Index.
60 months	140.8 basis points over/under the (3 Yr. SWAP x 62.42%) rate from the ICE Index.
72 months	146.9 basis points over/under the (3 Yr. SWAP x 62.42%) rate from the ICE Index.
84 months	148.3 basis points over/under the (4 Yr. SWAP x 62.42%) rate from the Index.
120 months	165.1 basis points over/under the (5 Yr. SWAP x 62.42%) rate from the ICE Index.

The interest rate will be calculated on the basis of a 360-day year.

Section 5.4. Lease Payments to be Unconditional. The obligation of the City to make Lease Payments or any other payments required hereunder during a Lease Term is absolute and unconditional in all events, subject to non-appropriation. Notwithstanding any dispute between the City and Lessor or any other person, the City shall make all Lease Payments when due and shall not withhold any Lease Payment pending final resolution of such dispute nor shall the City assert any right of set-off or counterclaim against its obligation to make such Lease Payments required under this Agreement or any Lease. The City's obligation to make Lease Payments during any Lease Term shall not be abated through accident or unforeseen circumstances. However, nothing herein may be construed to release Lessor from the performance of its obligations hereunder; and if Lessor fails to perform any such obligation, the City may institute such legal action against Lessor as the City may deem necessary to compel the performance of such obligations or to recover damages therefor.

Section 5.5. No Prepayment Penalty. So long as no default then exists under this Agreement, the City reserves the right to pre-pay any Property Group in full without paying any pre-payment penalty by giving Lessor at least 20 days prior written notice (the "Notice Period"). If the City elects to pre-pay under a Lease, City shall pay to Lessor on the Payment Date following the Notice Period (the "Prepayment Date") the total of the following: (a) all accrued Lease Payments, interest, taxes, late charges and other amounts then due and payable under the Lease with respect to the Property Group; plus (b) the remaining principal balance payable by City under the Lease as of said Prepayment Date. The City may not exercise its prepayment rights under this section during the first 12 months of the applicable Lease Term.

Section 5.6. No Other Fees. Other than as specifically provided in this Agreement, the City will pay Lessor no other fees than the Interest and Principal as set out herein.

ARTICLE 6. ACTIONS ARISING OUT OF PROPERTY USE: DAMAGE OR DESTRUCTION OF PROPERTY; INSURANCE

Section 6.1. To the extent permitted by Texas law, the City agrees to indemnify, protect, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs, and expenses (including reasonable attorneys' fees) of whatsoever kind or nature, imposed on, incurred by, or asserted against Lessor that in any way relate to or arise out of the possession, use, operation, condition or storage of any Property by the City, unless caused by Lessor or its agents. The City shall not be required to pay any federal, state, or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate or other similar tax payable by Lessor, its successors or assigns. The City's obligations under this section shall survive any expiration or earlier termination of any Lease.

Section 6.2. Damage to or Destruction of Property. If after delivery of any Property to the City, such Property is lost, stolen, destroyed, or damaged beyond repair (a "Loss"), the City shall, as soon as practicable after such event, either:

- (a) replace the same at the City's sole cost and expense with Property of equal or greater value to the Property immediately prior to the time of the Loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon the replacement will be substituted in the Lease by appropriate endorsement; or
- (b) pay, on the Payment Date following the Loss, an amount equal to all Lease Payments **and** any other amounts relating to such Property Group then due or past due (including the Lease Payment relating thereto due on the Payment Date on which the option is to be exercised) **and** the applicable Purchase Option Price of the Property as set forth on **Exhibit B** (collectively, the "Loss Amount").

The City shall notify Lessor of which course of action it will take within 15 days after the Loss occurrence and shall complete the action within six months of the Loss occurrence, provided, if City is not in default hereunder and has not terminated any Lease under **Section 4.2**, Lessor may agree to an extension of the time for performance under clause (a) if the City provides evidence that the replacement Property has been ordered.

If the City fails or refuses to notify Lessor within the required period, Lessor may declare the Loss Amount applicable to the Property immediately due and payable by the City. The Net Proceeds of all insurance payable with respect to the Property will be used to discharge the City's obligation under this Section. On payment of the Loss Amount and Net Proceeds, if any, the Lease will no longer apply to the Property, and the City thereupon becomes entitled to the Property **AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY**, except that the Property must not be subject to any lien or encumbrance created by or arising through Lessor.

Section 6.3. Insurance. Lessor understands the City is a governmental entity with certain protections under Texas law. The City will provide a self-insured letter to the Lessor within a reasonable time of any request for such letter. Lessor agrees that the City may self-insure against risk of casualty loss of or physical damage to the Property; provided, that upon written notice from Lessor to the City, the City agrees to secure and maintain commercial insurance against risk of casualty loss of or physical damage to the Property as otherwise required by the Lease if, a default has occurred and is continuing under this Agreement. Lessor furthermore agrees that City may maintain insurance against risk of casualty loss

of or physical damage to the Property through the Texas Municipal League Risk Pool.

ARTICLE 7. OTHER OBLIGATIONS OF THE CITY

Section 7.1. Use; Permits. The City shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Property. The City shall comply with all state and federal laws applicable to the installation, use, possession and operation of the Property, and if compliance with any such state and federal law requires changes or additions to be made to the Property, such changes or additions shall be made by the City at its expense. City agrees that if City is required to deliver any item of Property to Lessor or Lessor's agent, the Property shall be free of all substances which are regulated by or form a basis for liability under any environmental law. City shall comply with all license and copyright requirements of any software used in connection with the Property.

Section 7.2. Maintenance of Property by the City. The City shall maintain, preserve and keep the Property in good repair, working order and condition, and shall make all repairs and replacements necessary to keep the Property in such condition.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, the City shall pay all charges of any kind which are at any time lawfully assessed or levied against the City with respect to the Property, the Lease Payments or any part thereof, which become due during the Term of each Lease. **The Property which is the subject of this Agreement is owned and held only for public purposes and devoted exclusively to the use and benefit of the public and, as such, is exempt from ad valorem property tax.** If Lessor receives any notice of taxes due with respect to the Property, it shall not pay such taxes but will promptly forward such notice to the Contract Administrator. The City will also pay when due all gas, water, steam, electricity, heat, power, telephone and other charges lawfully assessed or levied against the City incurred in the operation, maintenance, use, occupancy and upkeep of the Property, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Property; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid during the Term of the Lease as and when the same become due.

The City may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify the City that, in the opinion of

Independent Counsel, the basis for which must be expressly detailed in the opinion, by nonpayment of any such items the interest of Lessor in the Property will be materially endangered or the Property or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in a form satisfactory to Lessor.

The Property acquired pursuant to this Agreement is under the sole possession and exclusive use of the City as part of the City's governmental services in furtherance of its public purpose. The City does not make any representation, implied or otherwise, regarding the exemption or taxability of the Property for purposes of ad valorem and personal property taxation. **All UCC statements, financing statements, or instruments filed of record to reflect Lessor's interest in the Property must state that:**

All property made subject of this UCC filing are owned by and under the sole and exclusive use of the City of Corpus Christi, a political subdivision of the State of Texas, and are used as part of the City's governmental services in furtherance of its public purpose. The City asserts all exemptions provided for political subdivisions of the State of Texas as authorized under the Constitution and laws of the State of Texas against the assessment, levy or charges for ad valorem taxation, personal property taxation or any other charges.

Upon the occurrence of an Event of Taxability, the interest portion of any Lease Payment shall be at the Taxable Rate retroactive to the date of occurrence of the Event of Taxability, and City shall pay such additional amount as will result in Lessor receiving the interest portion of the Taxable Rate identified in the Payment Schedule.

Section 7.4. Advances. If the City fails to perform any of its obligations under this Article, Lessor may, but is not obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and the City is obligated to repay all such advances on demand, with interest at the rate of the existing loan or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE 8. TITLE

Section 8.1. Title. During the Term of each Lease, and so long as the City is not in default under Article 12, legal title to the Property and any and all repairs, replacements, substitutions and modifications to the Property will be in the City. Upon termination of a Lease under Section 4.2, or after default of the City, full and unencumbered legal title to such Property Group passes to Lessor, if so required in writing by Lessor, and the City shall have no further interest

therein. In either of such events, the City shall execute and deliver to Lessor such documents as Lessor may reasonably request to evidence the passage of legal title to such Property Group to Lessor and the termination of the City's interest therein, and upon request by Lessor, City will deliver possession of the Property Group to Lessor in accordance with **Section 12.3**. Upon termination of a Lease, with respect to any Property Group through exercise of the City's option to purchase pursuant to **Article 10** or through payment by the City of all Lease Payments and other amounts relating thereto, Lessor's security and all other interest in such Property Group terminates, and Lessor shall execute and deliver to the City such documents as the Contract Administrator may reasonably request to evidence the termination of Lessor's security or other interest in such Property Group. In the event of a default or termination of a Lease, legal title to the Property passes to the Lessor only if the Lessor so requests.

Section 8.2. Security Interest. Lessor has and retains a security interest, under the Uniform Commercial Code, in the Property, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof made pursuant to **Section 8.5**, in order to secure the City's payment of all Lease Payments due during the Term of each Lease and the performance of all other obligations herein to be performed by the City. In the event such Property is a motor vehicle, City shall cause the state of registration to note Lessor's security interest on its records and the Certificate of Title for the vehicle, noting such address for Lessor as lienholder on the Certificate of Title: JPMORGAN CHASE BANK, N.A., 1111 Polaris Parkway, Suite 3A, Columbus, Ohio 43240-2050. The City, acting through its Contract Administrator, will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Property. All UCC statements must indicate that title to a Property Group is in the City and exempt from ad valorem taxation as public property used for a public purpose under the constitution and laws of the State of Texas and contain the bold language of the indented paragraph in **Section 7.3**. If requested by Lessor, the City will conspicuously mark the Property with lettering, labels, or tags as are reasonably approved by the City Manager and maintain such markings during the Term of a Lease, so as clearly to disclose Lessor's security interest in the Property. If Lessor requires the Certificate of Title to note Lessor's security interest in a Property, upon payment in full by City of all Lease Payments and other related amounts, Lessor must give City a written release of Lessor's security interest so that the Certificate of Title may be reissued in the name of City without any security interest.

Section 8.3. Liens. During the Term of a Lease, the City shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, other than the respective rights of Lessor and the City as herein provided and Permitted Encumbrances. All Property is exempt from local ad valorem taxation as property owned by a political subdivision and used for public purposes. Lessor

shall not pay or incur any charge, assessment, or tax on any Property Group for which the City can claim an exemption from such charges as property used by a political subdivision of the State of Texas for public purposes as provided by the constitution and laws of the State of Texas. Except as expressly provided in **Section 7.3** and this Article, the City shall promptly, at its own expense, take such action as may be necessary to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same arise at any time.

Section 8.4. Installation of the City's Property. The City may at any time in its sole discretion and at its own expense, install other items of equipment in or upon the Property, which items must be identified by tags or other symbols affixed thereto as property of the City. All such items so identified remain the sole property of the City, in which Lessor has no interest, and may be modified or removed by the City provided that the City must repair and restore any damage to the Property resulting from the installation, modification, or removal of any such items. Nothing in this Agreement prevents the City from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest attaches to any part of the Property.

Section 8.5. Modification of Property. The City shall, at its own expense, have the right to make repairs, replacements, substitutions and modifications to all or any of the parts of the Property. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, will thereafter comprise part of the Property and be subject to the provisions of this Agreement. Such work must not in any way damage the Property or cause it to be used for purposes other than those authorized under the provisions of state and federal law or contemplated by this Agreement; and the Property, upon completion of any such work must be of a value which is not less than the value of the Property immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by the City in such manner and on such terms as are determined by the City.

The City will not permit any mechanic's or other lien to be established or remain against the Property for labor or materials furnished in connection with any repair, replacement, substitution or modification made by the City pursuant to this Section. If any such lien is established, and the City shall first notify Lessor of the City's intention to do so, the City may in good faith contest any lien filed or established against the Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify the City that, in the opinion of Independent Counsel, the basis for which must be expressly detailed in the opinion, by non-payment of any such item the interest of Lessor in the

Property will be materially endangered or the Property, or any part thereof, will be subject to loss or forfeiture. In such event, the City will promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with the City in any such contest, upon the request and at the expense of the City.

Section 8.6. Personal Property. The Property is and at all times remains personal property notwithstanding that the Property or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building.

Section 8.6. Use of Property. City shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Property that is a motor vehicle, and such drivers shall be agents of City and shall not be agents of Lessor.

ARTICLE 9. WARRANTIES

Section 9.1. Selection of Property. The Property and the Contractor have been selected by the City, and Lessor will have no responsibility in connection with the selection of the Property, its suitability for the use intended by the City, the acceptance by the Contractor of the order submitted, or any delay or failure by the Contractor to manufacture, deliver or install the Property for use by the City. Upon acceptance of the Property, the City will add the serial number of the Property to **Exhibit A**.

Section 9.2. Installation and Maintenance of Property. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Property under any circumstances, but such actions are the obligation of the City or the Contractor.

Section 9.3. Contractors' Warranties. Lessor hereby assigns to the City for and during the Term of the Lease, all of its interest in **all** Contractors' warranties and guarantees, express or implied, issued on or applicable to the Property, and Lessor hereby authorizes the City to obtain the customary services furnished in connection with such warranties and guarantees at the City's expense.

Section 9.4. Patent Infringement. Lessor hereby assigns to the City for and during the Term of the Lease all of its interest in patent indemnity protection provided by **any** Contractor with respect to the Property. Such assignment of patent indemnity protection by Lessor to the City constitutes the entire liability of Lessor for any patent infringement by Property furnished pursuant to this Agreement.

Section 9.5. Disclaimer of Warranties. THE PROPERTY IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY OF THE PROPERTY, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY.

ARTICLE 10. OPTION TO PURCHASE

Section 10.1. When Available. The City has the option to purchase Lessor's interest in any Property Group on any Payment Date relating thereto for the then applicable Purchase Option Price set forth in the page of **Exhibit B** relating thereto, but only if the City is not in default under this Agreement, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. The City will give notice to Lessor of its intention to exercise its option with respect to any Property Group not less than 20 days prior to the Payment Date on which the option is to be exercised and will deposit with Lessor on the date of exercise an amount equal to all Lease Payments **and** any other amounts relating to such Property Group then due or past due (including the Lease Payment relating thereto due on the Payment Date on which the option is to be exercised) **and** the applicable Purchase Option Price set forth in the page of the respective **Exhibit B** relating thereto. The closing will be on the Payment Date on which the option is to be exercised. The City may not exercise its option under this Article during the first 12 months of the applicable Lease Term.

Section 10.3. Release of Lessor's Interest. Upon execution of the purchase option with respect to any Property Group by the City, Lessor will convey or release to the City, all of its right, title and interest in and to the Property Group by delivering to the Contract Administrator such documents as the City Attorney deems necessary for this purpose.

ARTICLE 11. ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment of Lessor. All of Lessor's right, title and/or interest in and to any Property Group, the Lease Payments and other amounts relating thereto due hereunder, and the right to exercise all rights under this Agreement relating to such Property Group may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, only with the prior written consent of the City Manager, unless the Lessor continues to bill and service the Lease. No such assignment will be effective as against the City unless and until the assignor has filed with the City a copy of written notice thereof identifying the assignee. The City will pay all Lease Payments due hereunder relating to such Property Groups to or at the direction of Lessor or the

assigned named in the most recent assignment or notice of assignment with respect to such Property Group filed with the Contract Administrator. During the Agreement Term, both Lessor and City will keep a complete and accurate record of all such assignments. In the event Lessor assigns participants in its right, title, and/or interest in and to any Property Group, the Lease Payments and other amounts due with respect thereto, and the rights granted under this Agreement relating thereto, such participants will be considered to be Lessor with respect to their participated shares thereof. Lessor may assign its rights under a Lease to an affiliate without notice to the City provided the Lessor continues to bill and collect Lease Payments and the Lessor agrees to keep a record of the assignments for purposes of Section 149(a) of the Internal Revenue Code.

Section 11.2 Assignment by the City. Neither this Agreement nor the City's interest in the Property may be assigned by the City without the written consent of Lessor.

Section 11.3. Restriction on Mortgage or Sale of Property by the City. Except as provided in **Section 11.2**, the City will not mortgage, sell, assign, transfer or convey the Property or any portion thereof during the Term of this Agreement, or permanently remove the same from its boundaries, without the written consent of Lessor provided that the City may designate the location of the Property outside the City boundaries in the Certificate of Acceptance.

ARTICLE 12. EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following will be "events of default" under this Agreement with respect to any Property Group and the terms "events of default" and "default" mean, whenever they are used in this Agreement, with respect to any Property Group, any one or more of the following events:

- (i) Failure by the City to pay a Lease Payment or other payment required to be paid under any Lease with respect to any Property Group at the time specified herein and the continuation of said failure for a period of ten days after notice given by Lessor in accordance with **Section 13.1** that the payment referred to in such notice has not been received.
- (ii) The City fails to perform any of its obligations under Section 6.3, 8.2, or 11.2.

(iii) Any statement by the City in the Agreement or in any writing delivered by the City pursuant thereto proves at any time to have been false, misleading or erroneous in any material respect as of the time when made.

(iv) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to any Property Group, other than as referred to in Clause (i) of this Section, for a period of 30 days after written notice specifying such failure. Such notice to the City by the Lessor must request that the default be remedied, unless Lessor agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected.

(v) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of the City to carry on its governmental function or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the United States Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this **Section 12.1 and Section 12.2** are subject to the following limitation: if by reason of **force majeure** the City is unable in whole or in part to carry out its obligations under any Lease with respect to any Property Group, **other than its obligation to pay Lease Payments with respect thereto which must be paid when due notwithstanding the provisions of this paragraph**, the City will not be deemed in default during the continuance of such inability. The term "**force majeure**" as used herein means, without limitation, the following: acts of God, strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; earthquakes; fires; hurricanes; floods; explosions or other similar causes not reasonably within the control of the City and not resulting from its negligence. The City agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the City from carrying out its obligations under this Agreement; provided that the settlement of strikes, lockouts and other labor disturbances are entirely within the discretion of the City Manager and the City Manager is not required to make settlement of strikes, lockouts, and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the City Manager unfavorable to the City.

Section 12.2. Remedies on Default. Whenever any event of default referred to in **Section 12.1** hereof has happened and is continuing with respect to any Property Group, Lessor may, at its option and without any further demand or notice, take one or any combination of the following remedial steps:

- (i) Lessor may terminate the Lease with respect to such Property Group and declare all Lease Payments due thereunder with respect to such Property Group during the Fiscal Year in effect.
- (ii) Lessor may terminate the Lease with respect to such Property Group; and require City to promptly return the Property Group to Lessor in the manner set forth herein (and City agrees that it shall so return the Property), or Lessor may, at its option, repossess the Property Group; Lessor may enter upon the City's premises where the Property Group is kept and take possession of the Property Group without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession.
- (iii) If Lessor terminates the Lease with respect to a Property Group and takes possession of such Property contained therein, Lessor, within 60 days thereafter, must use its best efforts to sell such Property or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable state laws. Lessor must apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Property Group; (b) all expenses incurred in completing the sale; (c) the balance of any Lease Payments with respect to such Property Group owed by the City during the Fiscal Year then in effect; and (d) the applicable Purchase Option Price with respect to the Property Group due at the end of the Fiscal Year. Any sale proceeds remaining after disbursement pursuant to Clauses (a), (b), (c), and (d) must be paid to the City.
- (iv) To the extent allowed by applicable law, Lessor may enforce any and all rights to payment by mandamus.

Section 12.3. Return of Property. Upon the expiration or termination by the City of a Lease with respect to any Property Group prior to the payment of all Lease Payments in accordance with the related **Exhibit B**, the City must transfer title to the Property Group to Lessor if Lessor so instructs in writing and return such Property Group to Lessor in the condition, repair, appearance and working order required in **Section 7.2**, in the following manner as may be specified by Lessor:

(i) by delivering the Property Group at the City's cost and expense to such place within Texas as Lessor specifies; or

(ii) by loading such portions of the Property Group as are considered movable at the City's cost and expense, on board such carrier as Lessor specifies and shipping the same, insurance freight prepaid, to the place within Texas specified by Lessor. If the City refuses to return the Property Group in the manner designated, the Lease shall remain in full force including, without limitation, the obligations to pay Lease Payment and to insure the Property, or Lessor may repossess the Property Group and charge to the City the costs of such repossession or pursue any remedy described in **Section 12.2**. Once Lessor repossesses the Property Group, the Lease shall terminate and the City shall have no obligation to make Lease Payments.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy is cumulative and in addition to every other remedy given under this Agreement or under applicable law. No delay or omission to exercise any right or power accruing upon any default impair any such right or power or may be construed as a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Agreement defaults under any of the provisions hereof and the non-defaulting party employs attorneys and/or incurs other expenses for the collection of monies or for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the parties agree that attorneys' fees and expenses will be paid as authorized by law.

Section 12.6. Late Charge. Whenever any event of default referred to in **Section 12.1, Clause (i)** hereof has happened and is continuing with respect to any Property Group, Lessor has the right, at its option and without any further demand or notice, to require a late payment charge for each thirty (30) day period or part thereof during which such event of default occurs equal to existing interest rate of the delinquent amount not to exceed the maximum authorized by law and the City will be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this **Section 12.6** will not be applicable if or to the extent that the application thereof would affect the validity of this Agreement.

ARTICLE 13. ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder will be sufficiently given and will be deemed given when delivered or deposited in the United States mail, in certified form with postage fully prepaid, to the addresses specified in this Agreement; provided that Lessor and the City, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent. Unless otherwise changed by written notice, all notices required under this Agreement must be directed to the following addresses:

CITY:
City Treasurer
Corpus Christi City Hall
1201 Leopard Street
4th Floor
Corpus Christi, TX 78401
Phone (361) 826-3604
Fax (361) 826-3601

LESSOR:
1111 Polaris Parkway
Suite 3A – OH1-1085
Columbus, Ohio 43240-2050
Attn: GHHN Operations Manager
Phone: 800-876-2601
Email: cefi.escrow.disbursement.request@jpmchase.com

Daily communications between Contract Administrator and Lessor will be primarily documented by written notices sent by electronic mail (e-mail). For daily, routine communications e-mail notice is adequate. For formal notice required by any Article or Section of this Agreement, e-mail notice, if any, must be followed by United States certified mail notice.

Section 13.2. Financial Information. During the Term of this Agreement, the Contract Administrator annually will provide Lessor with current financial statements, budgets, proof of appropriation of the ensuing Fiscal Year and such other financial information relating to the ability of the City to continue this Agreement as may be reasonably requested by Lessor or its assignee within 30 days of written request therefor.

Section 13.3. Binding Effect. This Agreement inures to the benefit of and will be binding upon Lessor and the City and their respective successors and assigns. This Agreement must not be construed to confer any rights, duties or interest on any party **not** a successor in interest or assignee of Lessor or the City nor may any such party rely on this Agreement as evidence of any duty, right or obligation of Lessor or the City unless both the Lessor and the City, or their successors and assigns, acknowledge such duty, right or obligation in writing, directly addressed to such third-party.

Section 13.4. Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein or in any **Exhibit A**, in no event does this Agreement or any Lease hereunder require the payment or permit the collection of interest or fees in excess of the maximum amount permitted by

applicable law. Any such excess interest or fees must first be applied to reduce Principal, and when no Principal remains, refunded to City. In determining whether the Interest paid or payable exceeds the highest lawful rate, the total amount of Interest must be spread through the applicable Lease Term so that the Interest is uniform through such term.

Section 13.5. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by written agreement in a document executed and delivered by authorized representatives of both the Lessor and the City.

Section 13.6. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, articles, sections or clauses of this Agreement.

Section 13.7. Further Assurances and Corrective Instruments. Lessor and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Agreement. The Contract Administrator is hereby authorized by the City Manager to execute such addenda as attached hereto as Exhibits for each Property Group and such other instruments, including, but not limited to: UCC statements, Bills of Sale, etc., that are necessary to carry out the responsibilities, duties and obligations required of the City in accordance with the terms and conditions of this Agreement.

Section 13.8. Execution in Counterparts. This Agreement and each Schedule may be simultaneously executed in several counterparts, each of which constitute an original and all of which constitute but one and the same instrument. If more than one counterpart of a Schedule is executed by City and Lessor, then only one may be marked "Lessor's Original" by Lessor. A security interest in any Schedule may be created through transfer and possession only of: the sole original of said Schedule if there is only one original; or the counterpart marked "Lessor's Original" if there are multiple counterparts of said Schedule.

Section 13.9. Applicable Law. This Agreement must be governed by and construed in accordance with the laws of Texas.

Section 13.10. Entire Agreement. This Agreement, and all addenda and exhibits, as may hereafter be executed, constitute the entire agreement between the parties and supersede all previous negotiations, commitments and contracts, whether written or oral, and may not be contradicted or varied by

evidence of prior, contemporaneous or subsequent oral agreements or discussions of the Parties hereto.

Section 13.11. Severability. In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding does not invalidate or render unenforceable any other provision hereof. To the extent any term herein creates a pecuniary obligation which constitutes a "debt" not payable under current revenues under Sections 5 and 7 of Article II of the Texas Constitution, such provision will be applied only to the extent performance or assumption of such obligation by the City is enforceable and valid under the constitution and laws of Texas.

Section 13.12. Jury Waiver. All Parties to this Agreement waive all rights to trial by jury in any action, proceeding or counterclaim brought by any party against any other party on any matter whatsoever arising out of, in connection with, or in any way related to this Agreement and any Lease.

Section 13.13. No Waiver. Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained in this Agreement.

Section 13.14. Anti-Corruption and Sanctions Representations.

(i) **Use of Proceeds.** The City shall not use, or permit any proceeds of the Agreement to be used, directly or indirectly, by the City or its respective directors, officers, employees and agents: (1) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws; (2) for the purpose of funding, financing or facilitating any activity, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country; or (3) in any manner that would result in the violation of any Sanctions applicable to any Party hereto.

(ii) **Definitions.** For the purposes of this Section, the following terms shall have the following meanings: "Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the City from time to time concerning or relating to bribery or corruption. "Person" means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity. "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets

Control of the U.S. Department of the Treasury or the U.S. Department of State. "Sanctioned Country" means, at any time, a country or territory which is the subject or target of any Sanctions. "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

Section 13.15. Verification Regarding Israel. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Pursuant to Section 2270.002, Texas Government Code, the Lessor hereby represents that it does not boycott Israel and, subject to or as otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, the Lessor agrees not to boycott Israel during the term of this Agreement. "Boycott Israel" which shall have the meaning given such term in Section 2270.002, Texas Government Code.

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officer; and the City has caused this Agreement to be executed in its name by its City Manager, or designee.

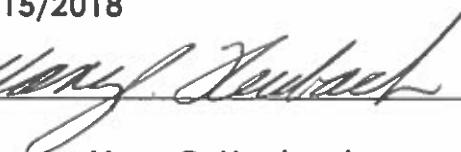
CITY OF CORPUS CHRISTI

Constance Sanchez
Director of Financial Services

Date

LESSOR: JPMORGAN CHASE BANK, N.A.
Date: 06/15/2018

By:



Printed Name: Mary C. Heubach
Title: Authorized Officer

Exhibit A
PROPERTY DESCRIPTION

The following Property comprises a Property Group which is subject to the terms and conditions of that certain Master Lease-Purchase Agreement entered into by and between the City of Corpus Christi and _____ (Lessor) dated the _____ day of _____, 20_____.

<u>Quantity</u>	<u>Description</u>	<u>Serial Number</u>
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TOGETHER WITH ALL ATTACHMENTS, ADDITIONS, ACCESSIONS, PARTS, REPAIRS, IMPROVEMENTS, REPLACEMENTS AND SUBSTITUTIONS THERETO.

All Property made subject of this Agreement is owned by and under the sole and exclusive use of the City of Corpus Christi, a political subdivision of the State of Texas, and is used as part of the City's governmental services in furtherance of its public purpose. The City asserts all exemptions provided for political subdivisions of the State of Texas as authorized under the Constitution and laws of the State of Texas against the assessment, levy or charges for ad valorem taxation, personal property taxation or any other charges.

LESSOR

By: _____
Name: _____
Title: _____
Date: _____

CITY OF CORPUS CHRISTI

Constance Sanchez
Director of Financial Services

Date

Exhibit B
SCHEDULE OF LEASE PAYMENTS RELATING TO PROPERTY

The following schedule of Lease Payments constitutes the applicable payments for the Property Group described in **Exhibit A** attached to that certain Master Lease-Purchase Agreement entered by and between the City of Corpus Christi and _____ (Lessor) dated the _____ day of _____, 20_____.

Due Date	Payment Number	Total Payment	Principal Component	Interest Component	Purchase Option Price
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All Property made subject of this Agreement is owned by and under the sole and exclusive use of the City of Corpus Christi, a political subdivision of the State of Texas, and is used as part of the City's governmental services in furtherance of its public purpose. The City asserts all exemptions provided for political subdivisions of the State of Texas as authorized under the Constitution and laws of the State of Texas against the assessment, levy, or charges for ad valorem taxation, personal property taxation or any other charges.

LESSOR:

CITY OF CORPUS CHRISTI

By: _____
Name: _____
Title: _____
Date: _____

Constance Sanchez
Director of Financial Services
Date: _____

Exhibit C

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting Director of Financial Services of the City of Corpus Christi, (the City), and, with respect to the Master Lease-Purchase Agreement dated _____, (the Agreement), by and between Lessor and the City that:

1. The Property listed on **Exhibit A** (the Property Group) has been delivered and installed in accordance with the City's Specifications (as that term is defined in the Agreement) and has been fully tested and finally accepted by the City. The serial vehicle identification number(s) of the Property Group is/are listed on **Exhibit A**.

2. The Lease Payments provided for on the page of **Exhibit B** relating to such Property Group (the Lease Payments) shall commence monthly beginning _____, and be due and payable on the first business day of each month thereafter.

3. The City has appropriated and/or taken other lawful actions necessary to provide monies sufficient to pay all Lease Payments required to be paid under the Lease during the current fiscal year of City, and such monies will be applied in payment of all such Lease Payments due and payable during such current fiscal year.

4. During the Lease Term (as defined in the Agreement) the Property Group will be used by the City to perform essential governmental functions devoted exclusively to public use. Such functions are:

5. The City has not terminated any Lease under Section 4.2 of the Agreement and no event of default has occurred thereunder.

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

LESSOR:

CITY OF CORPUS CHRISTI

By: _____
Name: _____
Title: _____
Date: _____

Constance Sanchez
Director of Financial Services
Date: _____

Exhibit D
OPINION OF COUNSEL

Re: Master Lease-Purchase Agreement dated as of the _____ day of _____, by and between the City of Corpus Christi ("City") and JPMorgan Chase Bank, N.A. ("Lessor").

Dear Sir or Madam:

I have acted as counsel to the City with respect to the Master Lease-Purchase Agreement described above and all exhibits, addenda and other agreements thereto (collectively, the "Agreement") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreement and the Exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. The City is a municipal corporation and political subdivision of the State of Texas, duly organized, existing, and operating under the Constitution and laws of the State of Texas.

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

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

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

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

6. There is no litigation, action, suit or proceeding pending before any court, administrative agency, arbitrator or governmental body, that challenges

the organization or existence of the City; the authority of the City or its officers or its employees to enter into the Agreement; the proper authorization, approval and/or execution of the Agreement, Exhibits thereto and other documents contemplated thereby; the appropriation of monies to make Lease Payments under each Lease for the current fiscal year of the City; or the ability of the City otherwise to perform its obligations under the Agreement and the transactions contemplated thereby.

7. The Agreement was duly and validly adopted by official action of the governing body of the City of Corpus Christi on this the _____ day of , and such official action has not been amended or repealed and remains in full force and effect.

8. Lessor and any of its assigns may rely on this opinion.

Dated: _____

By: _____

City Attorney
City of Corpus Christi

EXHIBIT E
Standard Form Lease Line of Credit
Lease Line of Credit No. _____

LEASE LINE OF CREDIT REQUISITION AND RECEIVING REPORT

City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469-9277
CITY CONTACT: _____

CONTACT TELEPHONE: (361) 826-3651 FAX (361) 826-3601

BUDGETED EQUIPMENT COST: _____

FINANCING TERM: 36 mo ___, 42 mo ___, 48 mo ___,
60 mo ___, 84 mo ___, 120 mo ___, Other (specify) _____

TOTAL APPROXIMATE COST: \$_____

IS THE FIRST YEAR PAYMENT APPROPRIATED?

Yes No (explain) _____

PHONE NO: _____

DATE: _____

ACTIVITY NAME: _____

ACCOUNT/FUND/ORG: _____

DEPARTMENT CONTACT: _____

DEPARTMENT APPROVAL: _____

Acknowledged by Lessor:

Signature

Name: _____
(Please Print/Type)

EQUIPMENT: Complete One Form Per Line Item and Attach Specification.

Describe equipment (non-technical description) including quantity to be ordered.

ESSENTIAL USE:

- Check if the proposed equipment is replacement. State the age of the equipment being replaced, why the proposed equipment is needed and its estimated useful life.
-
-

- Check if the proposed equipment is additional. State why the equipment is needed and the estimated useful life.
-
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