

ORDINANCE NO. 2024-03

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WICKLIFFE, OHIO  
TO ENTER INTO A CONTRACT WITH VERDANT COMMERCIAL CAPITAL, LLC.  
FOR THE LEASE OF GOLF CARTS AT GREEN RIDGE GOLF COURSE  
IN THE CITY OF WICKLIFFE, OHIO; AND DECLARING AN EMERGENCY**

**WHEREAS**, this Council, based on a recommendation from the Administration, is of the opinion that leasing certain vehicles is advantageous to the overall operational and maintenance costs to the City.

**NOW THEREFORE, BE IT ORDAINED BY COUNCIL OF THE CITY OF WICKLIFFE,  
COUNTY OF LAKE, STATE OF OHIO:**

**SECTION 1.** That the Mayor be and is hereby authorized to enter into an agreement with Verdant Commercial Capital, LLC., 9987 Carver Road, Ste 110, Cincinnati, Ohio 45242, for lease of golf carts for the Green Ridge Golf Course in an amount not to exceed Fifty Thousand Four Hundred Dollars (\$50,400.00) over a three-year period beginning March 2024 through October 2026, as designated in the contract attached hereto, incorporated herein, and identified as *Exhibit A 2024-02*.

**SECTION 2.** That the Director of Finance be and is hereby authorized to issue payment to Verdant Commercial Capital, LLC., 9987 Carver Road, Ste 110, Cincinnati, Ohio 45242, for a total amount not to exceed Fifty Thousand Four Hundred Dollars (\$50,400.00) over a three-year period beginning March 2024 through October 2026 from the Golf Course Fund, upon approval of the Mayor.

**SECTION 3.** That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 4.** That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of said city, and for the further reason that it provides for the usual daily operation of a municipal department; wherefore, this ordinance, provided it receives an affirmative vote of two-thirds (2/3) of the members elected to Council, shall take effect immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: January 8th, 2024

Attest: [Signature]  
Clerk of Council

Submitted to the Mayor for approval on  
January 8th, 2024

First Reading Suspended

Second Reading Suspended

Third Reading January 8th, 2024

[Signature]  
Council President – Presiding Officer

Approved: January 8th, 2024

[Signature]  
Mayor

Passed January 8th, 2024

Yes 5 No 1

I, Sandra J. Fink, Clerk of Council of Wickliffe, Ohio, hereby certify the foregoing is a true copy of Ordinance No. 2024-03 enacted by Council at its regular meeting on January 8, 2024.  
Sandra J. Fink, Clerk of Council





**MASTER LEASE AGREEMENT**  
**MASTER LEASE # 6717 DATED: 12/21/2023**

THIS MASTER LEASE AGREEMENT ("Master Lease") is between City of Wickliffe dba Green Ridge Golf Course ("Lessee") with an address of 29150 Ridge Road Wickliffe, Ohio 44092 and VERDANT COMMERCIAL CAPITAL, LLC, a Delaware limited liability company, its successors and assigns ("Lessor"); with an address of 9987 Carver Road, Suite 110, Cincinnati, OH 45242.

1. **LEASE:** Subject to the terms of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the personal property described in any equipment schedule (a "Schedule") executed by Lessee and Lessor. Each Schedule, incorporating by reference the terms and conditions of the Master Lease and constituting a separate instrument of lease, is hereinafter a "Lease"; and a Lease, together with all related rider(s), addenda, amendment(s), and/or supplement(s) thereto, and all documents, instruments, and other agreements executed and/or delivered in connection therewith, are, collectively, the "Lease Documents". The personal property described on any Schedule (whether tangible or intangible, and together with all attachments, replacement, parts, substitutions, additions, repairs and accessories incorporated in or affixed to such property and any license or subscription rights associated with such property) will be collectively referred to as "Equipment."
2. **SCHEDULES, DELIVERY & ACCEPTANCE:** Each Schedule shall incorporate and be governed by the terms and conditions of this Master Lease, as well as the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from any other Schedule. The termination of this Master Lease will not affect any Schedules executed prior to the effective date of such termination. Lessee shall inspect the Equipment immediately upon Lessee's receipt of the Equipment to determine if it is in good working order and condition. Lessee agrees to acknowledge and confirm its acceptance of the Equipment by promptly signing and returning to Lessor a certification of its acceptance of the Equipment in such form as Lessor shall require ("Acceptance Certificate"). Lessee agrees that Lessee's acceptance of the Equipment shall be conclusively and irrevocably evidenced by Lessee signing the Acceptance Certificate. As used in this Master Lease, the term "Acceptance Date" means, with respect to any Equipment that is the subject of a Schedule, the Acceptance Date specified in an Acceptance Certificate signed by Lessee. The delivery of an executed Acceptance Certificate shall be deemed authorization by Lessee to pay Supplier for such Equipment.
3. **TERM, PAYMENTS:** The term of each Lease shall commence on the Acceptance Date applicable to the Equipment under the related Schedule. The Lease shall continue for an initial period as specified on the Schedule (the "Initial Term") beginning on the first day of the month following the Acceptance Date ("Initial Term Commencement Date"), unless the Acceptance Date is the first day of the month, in which case the Initial Term Commencement Date will begin on that day. Rent for the Equipment during the Initial Term ("Initial Rent") shall be due and payable by Lessee to Lessor in U.S. dollars in immediately available funds, as more specifically set forth below and in the applicable Schedule: (a) Lessee shall pay to Lessor, upon demand, for each day during the period from the Acceptance Date through, and including, the day immediately preceding the Initial Term Commencement Date, daily pro rata interim rent in the amounts and in the manner as set forth in the applicable Schedule; and (b) commencing on the Initial Term Commencement Date and continuing on the first day of each month thereafter during the Initial Term (or such other period as may otherwise be specified on the applicable Schedule), Lessee shall pay to Lessor Initial Rent in the amounts and in the manner as set forth in the applicable Schedule. Additionally, with each payment of Initial Rent made to Lessor, Lessee shall pay to Lessor all Additional Rent due and owing by Lessee to Lessor pursuant to and in accordance with Section 6. The Initial Rent, Additional Rent, renewal rent, or other amounts payable under this Master Lease or any Schedule are hereinafter, collectively, "Rent." If any Rent is not received within ten (10) days of its due date, Lessee shall pay a late charge equal to five percent (5%) of such Rent, or the maximum amount permitted by applicable law, whichever is lower. Lessee agrees to pay Thirty-Five Dollars (\$35) for each check or other instrument of payment that is returned for insufficient funds or for any other reason. LESSEE ACKNOWLEDGES AND AGREES THAT ITS OBLIGATION TO PAY RENT AND ANY AND ALL AMOUNTS DUE AND OWING IN ACCORDANCE WITH THE TERMS HEREOF AND UNDER ANY LEASE SHALL BE ABSOLUTE, NON-CANCELABLE, AND UNCONDITIONAL, AND SUCH OBLIGATIONS SHALL NOT BE RELEASED, DISCHARGED, WAIVED, REDUCED, SET-OFF OR AFFECTED BY ANY CIRCUMSTANCES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE TO OR DESTRUCTION OF ANY EQUIPMENT, OR DEFECTS IN THE EQUIPMENT. LESSEE FURTHER ACKNOWLEDGES THAT LESSEE IS NOT ENTITLED TO ABATE, REDUCE, OR SET-OFF AGAINST RENT OR ANY OTHER AMOUNTS DUE TO LESSOR OR TO ANY ASSIGNEE, FOR ANY REASON, WHETHER OR NOT LESSEE'S CLAIM ARISES OUT OF THIS MASTER LEASE, ANY LEASE, ANY STATEMENT BY LESSOR, LESSOR'S LIABILITY, ANY SUPPLIER'S LIABILITY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE.
4. **EQUIPMENT LOCATION:** Lessee will keep and use the Equipment only at the location shown in the applicable Schedule ("Equipment Location"). The Equipment shall not be moved from the Equipment Location without Lessor's prior written consent.
5. **NET LEASE; INDEMNITIES & WAIVER:** (a) Lessor shall have no obligation, liability or responsibility to Lessee or any other person with respect to the operation, maintenance, repairs, alterations, modifications, correction of faults or defects (whether or not required by applicable law) or insurance with respect to any Equipment. All such matters shall be, as between Lessee and Lessor, the sole responsibility of Lessee, regardless upon whom such responsibilities may fall under applicable law or otherwise, and the Rent payable hereunder has been set in reliance of Lessee's sole responsibility for such matters. (b) Lessee shall indemnify, hold harmless and defend the Indemnified Parties against any and all losses, damages, claims, demands, costs, liabilities (including the liability of Lessee or Lessor for negligence, tort, strict liability or environmental liability), penalties, court costs and any and all other expenses (including reasonable attorney's fees, judgments and amounts paid in settlement) arising out of or related to the Equipment, this Master Lease, any Lease, or any other Lease Document (all of the foregoing hereinafter collectively referred to as "Claims"). This indemnity shall include, but is not limited to, any Claim that may be imposed on, incurred by or asserted against any such Indemnified Party in any way arising out of or relating to: (i) the actual or alleged manufacture, purchase, ordering, financing, shipment, acceptance or rejection, titling, registration, leasing, rental, ownership, delivery, rejection, non-delivery, possession, use, condition, transportation, storage, operation, maintenance, repair, return or disposition of the Equipment; (ii) this Master Lease, any Schedule, or other Lease Document, or any other instrument, document or agreement executed in connection with or contemplated by the foregoing; (iii) patent, trademark or copyright infringement; (iv) any alleged or actual default or Event of Default by Lessee; and (v) any and all demands, suits and legal proceedings, whether civil, criminal, administrative, investigative or otherwise (including arbitration, mediation, bankruptcy and appeal and including any claims, demands, suits and legal proceedings). The term "Indemnified Parties" as used herein shall mean each of Lessor and its affiliates, and their respective successors and assigns, and all of their respective directors, members, managers, shareholders, officers, employees, agents, predecessors, attorneys-in-fact, and lawyers. Lessee shall pay on demand, on after-tax basis, any and all amounts necessary to indemnify such Lessor from and against any Claims.
6. **ADDITIONAL RENT; TAXES & FEES:** (a) Lessee shall pay and reimburse Lessor for, and shall indemnify and hold Lessor harmless from, the following (collectively, "Additional Rent"): (i) all sales, use, gross receipts, licensing, privilege or excise, franchise, personal property, stamp, intangibles, excise, ad valorem, environmental and other fees, taxes, levies, duties, charges together with any penalties, fines or interest thereon, or withholdings in any way arising with respect to any Lease, any Equipment or upon the return or purchase of the Equipment in accordance with the terms hereof and any penalties, late fees and other charges relating thereto excluding taxes based on Lessor's net income, provided, that any amounts included in Lessor's taxable income of any amount arising from Lessee's modification of the Equipment, whether or not permitted by Lessor, shall be excluded from such calculation, and any other similar taxes (collectively, "Taxes"); (ii) all license and registration fees, and (iii) all other amounts due hereunder and under any Lease, including, without limitation, any late charges, indemnity payments, and renewal rent. Additional Rent shall be promptly paid by Lessee when due or, if no due date is specified, on demand. Lessee shall pay all Taxes when due or promptly reimburse and remit to Lessor all Taxes due hereunder; provided, however, at Lessor's option, Lessee shall properly file all reports and returns with respect to Taxes, and promptly pay all Taxes, directly to the appropriate taxing authority, and furnish Lessor with evidence of compliance with this Section. Lessor shall not be obligated to contest any Taxes. Lessor may charge Lessee a reasonable administrative fee in connection with Lessor's completion of the return, or payment of, and billing Lessee for personal property taxes. Lessee agrees to cooperate with Lessor in preparing and filing of all tax reports and returns. If Lessee fails to make any payment or perform any act or obligation required under a Lease, Lessor may, but shall have no obligation to, make such payment or perform such act or obligation at the expense of Lessee. Any such expense incurred by Lessor shall constitute Additional Rent. Such action by Lessor shall not be deemed a cure or waiver of any default by Lessee. (b) Each Lease has been entered into, and the Equipment has been acquired by Lessor, on the basis that Lessor and/or any persons, firms, corporations or other entities to which Lessor transfers or has transferred title to all or any portion of the Equipment (the "Owner") shall be entitled to such tax deductions, credits and other benefits as are provided to an owner of property (the "Tax Benefits"), including the accelerated cost recovery or depreciation (including bonus depreciation) deduction on the Equipment under various Sections of the Internal Revenue Code of 1986 as amended from time to time (the "Code") based upon such depreciable lives, averaging conventions, methods of depreciation and other accounting methods as the Owner elects for tax purposes, and the deduction under Section 163 of the Code in the full amount of any interest paid or accrued by Owner in accordance with the Owner's method of accounting for tax purposes with respect to any indebtedness incurred by the Owner in financing its purchase of the Equipment. If, as a result of: (i) any change to the applicable section(s) of the Code which would result in a loss or reduction of Lessor's accelerated cost recovery or depreciation (including bonus depreciation) deduction or tax credits with respect to the Equipment; (ii) any act or failure to act of Lessee (including a sale or disposition of any unit of Equipment after an Event of Default unless Lessor shall have been paid in full in accordance with the Lease); (iii) any physical damage to or loss or destruction of the Equipment; (iv) the existence or operation of any early termination or early buy out provision contained in any Schedule; (v) the inaccuracy of any representation or warranty made by Lessee in any Lease; or (vi) any other fact or circumstance, the Owner (A) shall lose, have recaptured or disallowed, or not be entitled to the full use of the Tax Benefits, or (B) shall have its tax increased or accelerated on account of re-computation or recapture of such Tax Benefits in any year or years pursuant to the provisions of the Code (each of the events referred to in (A) and (B) above being referred to as a "Loss"), then Lessee shall indemnify and pay to the Owner, upon demand, a sum which, after deduction therefrom for all federal, state and local income taxes payable by the Owner with respect to the receipt of such sum, shall be sufficient to restore the Owner to substantially the same position the Owner would have been in had such Loss not been incurred after taking into account all relevant factors, including (i) the amount of the Tax Benefits so lost, recaptured, disallowed, recomputed or not so utilized, (ii) the increase or acceleration on the Owner's tax on account thereof, (iii) penalties, interest or other charges imposed on the Owner, (iv) differences in tax years involved, and (v) the Tax Benefits, if any, available to the Owner with respect to any replacement Equipment transferred to Owner pursuant to Section 8 hereof. The provisions of this Section 6 and Lessee's obligations hereunder shall survive the expiration or earlier termination of this Master Lease and each Schedule. For purposes of this Section 6, a Loss shall occur upon the earliest of: (1) the happening of any event which may cause



such Loss, (2) the payment by the Owner to the Internal Revenue Service of the tax increase resulting from such Loss, or (3) the adjustment of the tax return of the Owner to reflect such Loss. Lessee represents and warrants for the benefit of Lessor, and will provide supporting documents reasonably satisfactory to Lessor, that: (x) at the time Lessor becomes the owner of the Equipment, and at all times during the term of the Lease, Lessor shall be entitled to take the maximum deductions for depreciation allowable pursuant to Section 167(a) or other sections of the Code; (y) the deductions for depreciation of the Equipment shall be determined as provided in Section 168(a) or other sections of the Code; and (z) the applicable "recovery period" for the Equipment as provided in Section 168(c) of the Code shall be as provided in the applicable Schedule. For purposes of this Section 6, the term "Owner" shall include any successor or assign or affiliate group of which Lessor is a member for any year in which a consolidated income tax return is filed for such affiliated group.

7. **DISCLAIMER OF WARRANTIES; INDEPENDENCE FROM SUPPLIER; LIMITATION OF LIABILITY; SOFTWARE.** LESSEE ACKNOWLEDGES (i) THAT THE EQUIPMENT IS LEASED "AS IS", "WHERE IS", "AND WITH ALL FAULTS"; (ii) LESSOR DOES NOT MAKE AND DISCLAIMS ANY AND ALL WARRANTIES, DIRECTLY OR INDIRECTLY, EITHER EXPRESS OR IMPLIED AS TO THE CONDITION OR USE OF THE EQUIPMENT, WARRANTIES AGAINST INFRINGEMENT OR TITLE, THE PURPOSES AND USES OF THE EQUIPMENT, COMPLIANCE OF THE EQUIPMENT WITH APPLICABLE GOVERNMENTAL REQUIREMENTS, OR OTHERWISE ITS MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT WHATSOEVER; (iii) LESSOR IS NOT THE MANUFACTURER, SUPPLIER, OR DEALER OF THE EQUIPMENT ("SUPPLIER") OR SUPPLIER'S AGENT, AND NO SUCH PERSON IS LESSOR'S AGENT FOR ANY PURPOSE OR HAS THE AUTHORITY TO BIND LESSOR IN ANY WAY; AND (iv) SUPPLIER AND LESSOR ARE INDEPENDENT FROM EACH OTHER. Lessor is not responsible or liable for any repairs or service to the Equipment, defects therein or failures in the operation thereof or for any indirect special, incidental, or consequential damages, indirect damages or for any loss of use, revenue or anticipated or lost profits damages under any legal theory. Lessee's exclusive remedy for any non-conforming, defective, faulty or damaged Equipment, or any infringement, is the warranty, if any, provided by Supplier. Lessee has made the selection of each item of Equipment based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Provided that a Default or an event that with notice or lapse of time would become a Default has not occurred, Lessor hereby assigns to Lessee, to the extent assignable, for the benefit of Lessee during the term of the applicable Lease, any warranties of the Supplier, but any action taken by Lessee by reason of such assignment shall be at Lessee's sole expense and shall be consistent with Lessee's obligations under each Lease. Lessee acknowledges that the software leased or financed under a Lease may be owned by a Supplier or other licensor and that Lessor is not the owner thereof.

8. **LOSS & DAMAGE:** Lessee hereby assumes and shall bear the entire risk of loss or destruction or any damage to the Equipment from any and every cause whatsoever, whether or not insured, until the Equipment is returned to and accepted by Lessor in accordance with the Lease. No such loss or damage shall impair any obligation of Lessee under the Lease, which shall continue in full force and effect. In the event of any damage to the Equipment ("Damaged Equipment"), Lessee shall promptly place the Damaged Equipment in good repair, condition and working order. In the event of any theft, destruction, total loss, or irreparable damage with respect to particular Equipment (a "Total Loss"), Lessee shall promptly notify Lessor in writing of such fact and of all details with respect thereto, and shall, within thirty (30) days of such event, at Lessor's option, (a) replace the Equipment subject to such Total Loss with substitute equipment (of the identical manufacture, year, make, model, and features) in good repair, condition and working order, and transfer clear title to such replacement equipment to Lessor whereupon such equipment shall be subject to the Lease and be deemed "Equipment" for all purposes of the Lease, or (b) pay to Lessor the Stipulated Loss Value Payment. "Stipulated Loss Value Payment" means the sum of (i) all Rent and any other amounts due hereunder but unpaid with respect to the Equipment subject to such Total Loss, (ii) all future Rent payments relating to such Equipment and Lessor's estimate of the residual value of such Equipment at the end of the Initial Term (or, if applicable, at the end of the renewal term); each discounted to present value at 1.5% percent per annum (collectively, "Stipulated Loss Value"); (iii) all costs and expenses incurred by Lessor in any repossession, recovery, storage, repair, sale, release, or other disposition of the Equipment or Lessor's enforcement of Lessor's rights hereunder, including reasonable attorney's fees and costs; plus (iv) taxes applicable to any of the foregoing. Upon satisfaction of the foregoing following a Total Loss, the Lease shall terminate (other than Lessee's duties under Sections 5, 6 and 9 of this Master Lease) with respect to the Equipment subject to the Total Loss and Lessor shall be deemed to transfer its interest therein to Lessee on an AS IS basis without warranty. If any Stipulated Loss Value Payment is made with respect to Equipment suffering a Total Loss and constituting only a portion (but not all) of the Equipment under the applicable Schedule, the Rent for such Schedule shall be reduced proportionately. Any insurance proceeds received with respect to any Damaged Equipment or any Equipment subject to such Total Loss shall be applied as follows, so long as no Event of Default has occurred and is continuing: (A) with respect to any Damaged Equipment, such insurance proceeds shall be applied to reimburse Lessee for the costs of repairing and restoring the Damaged Equipment upon receipt by Lessor of evidence, satisfactory to Lessor, that such repair and restoration has been completed, including an invoice for the service; and (B) with respect to any Equipment subject to such Total Loss, (1) in the event that Lessor elects clause (a) above, such insurance proceeds shall be applied to reimburse Lessee for the costs of replacing such Equipment upon receipt by Lessor of evidence, satisfactory to Lessor, that such replacement has been completed, or (2) in the event Lessor elects clause (b) above, such insurance proceeds shall be applied in reduction of the then unpaid obligations, including the Stipulated Loss Value Payment, if not already paid by Lessee, or, if already paid by Lessee, to reimburse Lessee for such payment.

9. **USA PATRIOT ACT:** Lessee hereby acknowledges that it shall comply with all applicable laws concerning money laundering and related activities. In furtherance of those efforts Lessee hereby represents, warrants, and agrees that: (i) none of the cash or property that Lessee has paid, will pay or will contribute has been or shall be derived from, or related to, an activity that is deemed criminal under United States law; and (ii) no contribution or payment by Lessee to Lessor shall cause Lessor to be in violation of the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986 or the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001. Lessee agrees to promptly notify Lessor if any of the foregoing representations or promises cease to be true and accurate or are not performed. Lessee agrees to provide to Lessor any additional information regarding Lessee that Lessor deems necessary or appropriate to ensure compliance with all applicable laws concerning money laundering and similar activities. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each party who opens an account. Lessor will ask each party to a financial transaction their name, address, date of birth, and other information that will allow Lessor to identify such party. Lessor may also ask to see a party's driver's license and other documents that substantiate a party's identity.

10. **EVENT OF DEFAULT:** The occurrence of any of the following events, whether or not caused by or within the control of Lessee, shall constitute an "Event of Default" or "Default" under all Leases: (a) Lessee fails to pay Rent or any other payment due under any Lease within ten (10) days of the due date, (b) Lessee fails to observe, keep or perform any other covenant, term or condition of any Lease and such failure continues for thirty (30) days following receipt of written notice from Lessor, (c) any representation or warranty made by Lessee in any Lease or in any document or certificate furnished in connection therewith is incorrect or untrue in any material respect, (d) Lessee generally does not pay its debts as they become due or takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property, and any such petition filed against Lessee is not dismissed within sixty (60) days of such invocation, or the appointment of any receiver, liquidator or trustee to take possession of any assets of Lessee, unless the appointment is set aside or ceases to be in effect within sixty (60) days from the date of said appointment, (e) Lessee is in default under any loan, lease, guaranty, installment sale or other financing agreement or contract of which Lessor or any affiliate of Lessor is a party, (f) (i) Lessee has dissolved or terminated its existence, (ii) there has occurred a change of twenty-five percent (25%) or more of the ownership of Lessee, or (iii) Lessee has consolidated with, merged into, or conveyed or leased substantially all of its assets as an entirety to, any person or entity, (g) Lessee defaults in any other payment or performance of any other duties, obligations or liabilities of any indebtedness for borrowed money, or under conditional sales or installment contracts or similar agreements, or under leases or any other obligations, other than to Lessor or any of its affiliates, (h) a Material Adverse Effect (as defined below) occurs in the business, properties or financial condition of Lessee, or (i) any guarantor of a Lease ("Guarantor") (A) is in breach under, or has revoked, its, his or her applicable guaranty, (B) dies or is declared incompetent, or (C) an event or circumstance described in clauses (d) through (g) of this Section 10 occurs as it respects such Guarantor.

11. **REMEDIES AFTER EVENT OF DEFAULT; QUIET ENJOYMENT:** Upon the occurrence of an Event of Default, Lessor shall have the right to take any one or more of the following actions: (a) cancel or terminate any Lease as to any or all of the Equipment described therein, (b) proceed by appropriate court action or actions at law or in equity to enforce performance by Lessee of the terms and conditions of any Lease and/or recover damages for the breach thereof; (c) by written notice to Lessee, which notice shall apply to all Leases except as specifically excluded by Lessor, declare due and payable, and Lessee shall, without further demand, immediately pay to Lessor, as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the sum of: (i) any accrued and unpaid Rent payments or other amounts due as of the date of the Default; (ii) the present value of all future Rent payments discounted to present value at 1.5% percent per annum (the "Discount Rate"); (iii) Lessor's estimate of the residual value of the Equipment at the end of the Initial Term (or, if applicable, at the end of the renewal term) discounted to present value at the Discount Rate; (iv) all costs and expenses incurred by Lessor in any repossession, recovery, storage, repair, sale, release, or other disposition of the Equipment or Lessor's enforcement of Lessor's rights hereunder, including reasonable attorney's fees and costs; (v) any indemnity or other amounts owed by Lessee to Lessor; plus (vi) any other amounts Lessor determines is necessary for Lessor to realize the benefit of Lessor's bargain; (d) require Lessee to return the Equipment to Lessor as set forth in Section 17; (e) peacefully repossess the Equipment without court order and without liability for such entry or for damage to property or otherwise, including through any agent appointed by Lessor; (f) apply any security deposit provided by Lessee; and/or (g) take any other action permitted at law and equity against Lessee and any Guarantor. Return or repossession of the Equipment shall not constitute a termination of any Lease unless Lessor so notifies Lessee in writing. With respect to Equipment returned to or repossessed by Lessor, Lessor may, upon such terms as Lessor may determine in its sole discretion and without notice to Lessee (unless such notice is required by law), either sell such Equipment at one or more public or private sales or re-lease the Equipment. Lessee waives notice of sale or other disposition (and the time and place thereof), and the manner and place of any advertising, and agrees that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. The proceeds of sale or re-lease shall be applied in the following order of priority: (i) to pay all Lessor's fees, costs and expenses for which Lessee is obligated; (ii) to the extent not previously paid by Lessee, to pay to Lessor all Rent then due plus any liquidated damages due and payable under the terms of the applicable Lease and all other sums then remaining unpaid under such Lease; (iii) to reimburse Lessee for any sums previously paid by Lessee to Lessor as liquidated damages; and (iv) any surplus shall be retained by Lessor. In the event the proceeds of sale or re-lease are less than the sum of the amounts referenced in clauses (i), (ii) and (iii), Lessee shall immediately, without demand, pay Lessor such deficiency. Lessee shall be liable for all reasonable legal and collection fees (including reasonable attorney's fees), costs and expenses arising from Lessee's default and the exercise of Lessor's remedies, including costs of repossessions, storage, repairs, reconditioning and sale or re-leasing of the Equipment, and collection calls. Any repossession, sale or re-lease of the Equipment shall not bar an action for damages for breach of the Lease, and the bringing of an action or the entry of judgment against Lessee shall not bar Lessor's right to repossess the Equipment. No express or implied waiver by Lessor of any Event of Default shall in any way be, or be construed to be, a continuing waiver or a waiver of any future or subsequent Event of Default. The foregoing remedies are cumulative, and any or all thereof may be exercised instead of or in addition to each other or any remedies at law or in equity; and any such remedy may be applied, at Lessor's option, with respect to any or all Leases. Lessee shall pay late interest at the rate of 12% per annum for any amounts remaining unpaid hereunder for more than 30 days after their due dates (or such lesser rate as is the maximum rate allowed by applicable law). So long as no Event of Default has occurred and is continuing, Lessor shall not interfere with Lessee's use or possession of the Equipment during the term of the Lease.



**12. EQUIPMENT USE, MAINTENANCE & REPAIR; ALTERATIONS; INSPECTION:** (a) Lessee shall not use or permit the Equipment to be used in any manner or for any purpose for which the Equipment is not designed and reasonably suitable. Lessee agrees and acknowledges that Lessee will use the Equipment for business purposes only, not for family, household, or personal purposes. Lessee will use, operate, and maintain the Equipment at its sole expense: (i) in good operating order, condition and appearance, ordinary wear and tear excepted, and shall furnish all parts, mechanisms, devices and servicing required for such maintenance and necessary to comply with all applicable health and safety standards; (ii) by competent and duly qualified personnel only; and (iii) in accordance with applicable law and regulation. Lessee's obligation regarding the maintenance of the Equipment will include all maintenance and repair recommended or advised whether by the manufacturer, government agencies, or regulatory bodies, and those commonly performed pursuant to prudent business and/or professional practice. If commercially available, Lessee will maintain in force a standard maintenance contract with the manufacturer of the Equipment or another party acceptable to Lessor and, upon request, will provide Lessor with a complete copy of that contract and any extensions and renewals thereof. Upon notice of its intention to return the Equipment to Lessor, Lessee will provide a letter from the manufacturer certifying that the Equipment meets all current specifications of the manufacturer, is in compliance with all pertinent governmental or regulatory rules, laws or guidelines for its operation or use, is qualified for the manufacturer's maintenance contract and is at then current release, revisions and engineering change levels ("Manufacturer Certification"). If Lessee has had the Equipment maintained by a party other than the manufacturer, Lessee agrees to pay any costs necessary for the manufacturer to bring the Equipment to then current release, revision and engineering change levels, and to obtain Manufacturer Certification at the expiration of the Lease term. Notwithstanding the stated expiration of the Lease term pursuant to any Schedule and notwithstanding any return by Lessee to Lessor of the Equipment, the Lease term will continue upon the same terms and conditions stated under the Lease until Manufacturer Certification has been obtained and provided to Lessor in accordance with this section. (b) After prior written notice to Lessor, Lessee may, at its own expense, make alterations in or add attachments to the Equipment so long as such alterations or attachments are readily removable, do not reduce the value, utility or useful life of the Equipment and do not interfere with the satisfactory operation and maintenance of the Equipment or result in the Equipment constituting "limited use property" under the IRS code. Lessee may not remove any alteration, addition or replacement if removal will damage the Equipment in any manner. All alterations, additions or replacements not removed by the end of the Lease term will become part of the Equipment and Lessor's property at no cost or expense to Lessor. Lessee shall not attach the Equipment to any real property or otherwise permit it to become a fixture. (c) Lessor and its agents or assigns may inspect the Equipment at any reasonable time with prior notice to Lessee and subject to Lessee's reasonable and uniformly applied security and safety requirements.

**13. INSURANCE:** Lessee shall at its own cost and expense keep the Equipment insured against theft and all risks of loss or damage from every cause whatsoever for not less than the greater of the replacement cost, new purchase price, or the Stipulated Loss Value of the Equipment and shall carry commercial liability insurance, including both bodily injury and property damage, with a combined single limit per occurrence of not less than the amount specified in the applicable Schedule, having a deductible reasonably satisfactory to Lessor. All insurance shall be in form (including all endorsements required by Lessor) and amount and with companies satisfactory to Lessor. All insurance for theft, loss or damage shall provide that losses, if any, shall be payable to Lessor, its successors and/or its assigns as sole lender loss payee, and all such liability insurance shall name Lessor, its successors and/or its assigns as additional insured and shall be endorsed to state that (a) it shall be primary insurance as to Lessor, (b) Lessor shall be given not less than thirty (30) days prior written notice of cancellation, alteration, or non-renewal, and (c) such policy shall not be invalidated as against Lessor, or its successors or assigns, for the violation of any term of the policy by Lessee. Lessee shall pay the premiums therefor and deliver to Lessor a certificate of insurance or other evidence satisfactory to Lessor that such insurance coverage is in effect upon demand; provided, however, that Lessor shall be under no duty either to ascertain the existence of or to examine such insurance policies or to advise Lessee in the event such insurance coverage shall not comply with the requirements hereof. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any said insurance policies. If Lessee fails to maintain the required insurance on the Equipment, or provide proof of same to Lessor, Lessor may at its sole discretion, but shall not be obligated to, obtain insurance to protect Lessor's interest in the Equipment. Lessee agrees to reimburse Lessor for all costs and expenses which Lessor incurs as a result of obtaining such insurance coverage. The reimbursement amount may include, but not be limited to, the insurance premium paid by Lessor; finance charges on the premium; tracking, administrative, billing and collection fees and/or insurance premium and related charges; and other costs and expenses of Lessor resulting from Lessee's failure to maintain insurance. Lessee agrees that the premium, the risk fees and insurance charges assessed by Lessor are likely to be higher than the amounts Lessee would pay to maintain insurance on the Equipment and may constitute a profit, and that any such coverage shall not protect Lessee's interest. Lessor's right to obtain insurance to protect its interest in the Equipment shall not constitute a waiver of Lessee's breach of its insurance obligations, and Lessor reserves all other remedies provided hereunder and by applicable law.

**14. REPRESENTATIONS & WARRANTIES:** As of the date hereof and the date of each Schedule, Lessee represents and warrants to Lessor that: (i) the making of this Master Lease and any Schedule executed by Lessee is duly authorized on the part of Lessee and, upon execution by Lessee and Lessor, they shall constitute valid obligations binding upon, and enforceable against, Lessee; (ii) neither the making of this Master Lease or such Schedule, nor the due performance by Lessee, including the commitment and payment of Rent, shall result in any breach of, or constitute a default under, or violation of, Lessee's certificate of incorporation, articles of organization, by-laws, or operating agreement, as applicable, or any other agreement to which Lessee is a party or by which Lessee is bound; (iii) Lessee is a legal entity, duly organized, validly existing and in good standing under the laws of the jurisdiction where it was organized, and is in good standing in its jurisdiction of organization and in any jurisdiction where the Equipment is to be located; (iv) no approval, consent or withholding of objection is required from any governmental authority or entity with respect to the entering into or performance of this Master Lease or such Schedules by Lessee; (v) there are no pending actions or proceedings to which Lessee is a party, and there are no other pending or threatened actions or proceedings of which Lessee has knowledge, before any court, arbitrator or administrative agency, which, either individually or in the aggregate, would have a Material Adverse Effect (as defined below); (vi) Lessee is not in default under any obligation for borrowed money, for the deferred purchase price of property, or under any lease agreement which, either individually or in the aggregate, would have a Material Adverse Effect; (vii) under the laws of the jurisdiction(s) in which the Equipment is to be located, the Equipment consists solely of personal property and not fixtures, and the Equipment is removable from and is not essential to the premises at which the Equipment is located; and (viii) the financial statements of Lessee (copies of which have been furnished to Lessor) have been prepared in accordance with generally accepted accounting principles consistently applied ("GAAP") and fairly present in all material respects Lessee's financial condition and the results of its operations as of the date of and for the period covered by such statements, and since the date of such statements there has been no material adverse change in such conditions or operations. As used herein, "Material Adverse Effect" shall mean a materially adverse effect on the business, condition (financial or otherwise), operations, performance, or properties of Lessee, or a material impairment of the ability of Lessee to perform its obligations under or to remain in compliance with any Lease.

**15. COVENANTS:** Lessee covenants and agrees as follows: (a) unless Lessee is a publicly traded company, Lessee will furnish to Lessor: (i) upon Lessor's request or at least annually within one hundred thirty-five (135) days after the end of each fiscal year of Lessee, a balance sheet of Lessee as of at the end of such year and the related statements of income and statement of cash flows of Lessee for such fiscal year, in each case prepared in accordance with GAAP and all in reasonable detail and certified by independent certified public accountants or as otherwise acceptable to Lessor (including delivery of reviewed, compiled or audited statements as Lessor may require) and (ii) as reasonably requested by Lessor from time to time, a balance sheet of Lessee and the related statements of income and statement of cash flows of Lessee for quarterly or other periods, in each case prepared in accordance with GAAP as otherwise acceptable to Lessor (including delivery of reviewed, compiled or audited statements as Lessor may require); (b) Lessee will promptly execute, or otherwise authenticate, and deliver to Lessor such further documents, instruments, assurances or records, and take such further action, as Lessor may reasonably request from time to time in order to carry out the intent and purpose of the Lease and to establish and protect the rights and remedies created and intended to be created in favor of Lessor under the Lease; and (c) Lessee shall provide written notice to Lessor not less than thirty (30) days prior to any contemplated change in the name, jurisdiction of organization, type of legal entity, or address of the chief executive offices, of Lessee.

**16. FINANCE LEASE STATUS:** Lessor is the sole owner and titleholder to the Equipment. It is the expressed intention of the parties hereto that each Schedule, incorporating by reference the terms of this Master Lease, constitutes both a "true lease" and a "finance lease" as such term is defined in Article 2A of the Uniform Commercial Code ("Article 2A") and not a sale or retention of a security interest. Lessee confirms that it has reviewed, approved, and received, a copy of the supply contract with the Supplier, Lessor has informed Lessee of the identity of the Supplier, Lessee is entitled under Article 2A to the Supplier's and any third party's promises and warranties provided to Lessor by the Supplier in connection with or as part of the supply contract, and Lessee may contact the Supplier for an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. Lessee, to the extent not prohibited by applicable law, waives any and all rights and remedies granted in favor of Lessee under Section 2A-508 through, and including, Section 2A-522 of the Uniform Commercial Code ("UCC"). If, notwithstanding the express intent of the parties, a court of competent jurisdiction determines that any Schedule is not a true lease, but rather a sale and extension of credit, a lease intended for security, a loan secured by the Equipment specified in the Schedule, or other similar arrangement, the parties agree that Lessee shall be deemed to have granted, and it hereby grants, to Lessor a continuing first priority security interest in all of Lessee's right, title and interest in and to the following, whether now owned or existing or hereafter arising or acquired, regardless of where any such assets and property are located (all of the below described assets and property being, collectively, the "Collateral"): (A) all of the Equipment and other goods and all software and other general intangibles, in each case as described in such Schedule; (B) all replacements of any of the Collateral and all attachments, accessories, additions, accessions, substitutions, upgrades, parts and supplies, in each case installed in, affixed to, or used in connection with any of the Collateral, and all supporting obligations pertaining to the Collateral; and (C) all proceeds (cash and non-cash) of the Collateral, including insurance proceeds, accounts, contract rights, subleases, chattel paper, rental agreements and general intangibles arising out of the Collateral, or any sale, lease or disposition of any of the Collateral. Lessee hereby authorizes Lessor or its designee to file financing statements (and amendments thereto), in form and content and with such public offices as Lessor deems necessary and proper, designating Lessee as lessee or debtor and describing the Collateral as collateral thereon.

**17. PURCHASE OR RETURN OF EQUIPMENT:** (a) Lessee shall provide Lessor with written notice as set forth in the applicable Schedule of its irrevocable intention to return, purchase, or extend the Initial Term of the Equipment, as applicable, at the expiration of the Initial Term. NOTWITHSTANDING THE EXPIRATION OF THE INITIAL TERM UNDER ANY LEASE, IF LESSEE FAILS TO GIVE SUCH TIMELY NOTICE TO LESSOR OR, HAVING NOTIFIED LESSOR, FAILS TO RETURN THE EQUIPMENT AT THE END OF THE INITIAL TERM IN ACCORDANCE WITH THE TERMS OF SUCH LEASE, OR FAILS TO REMIT THE PURCHASE OPTION AMOUNT CONSISTENT WITH THE ELECTION LESSEE MADE IN THE NOTICE, SUCH LEASE SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) MONTH PERIODS AT THE SAME RENT UNTIL SUCH CONDITIONS HAVE BEEN SATISFIED IN FULL IN ACCORDANCE WITH THEIR TERMS. (b) Unless Lessee purchases the Equipment or extends the Initial Term, as applicable, in accordance with the terms of such option(s) (if any) set forth in the Schedule at the expiration of the Lease, Lessee shall, at its sole expense, return all but not less than all of the Equipment and all related accessories (including all manuals, maintenance records, log books, plus drawings and schematics, inspection and overhaul records, operating requirements or other materials pertinent to the Equipment's operation, maintenance, assembly and disassembly) at the location or locations designated by Lessor (within the continental United States) in the same operating order, repair, condition and appearance as on the Acceptance Date, reasonable wear and tear excepted, in accordance with Section 12, and free and clear of all liens and encumbrances (other than in favor of Lessor). In addition, upon return Lessee further agrees that: all safety equipment shall be in place and meet applicable federal, state and other governmental standards; all covers and guards shall be in place with no sheet metal, plastic or cowl damage; all parts, pieces, components and optional equipment shall be present, installed and operational; all accessories shall be returned in proper order; if applicable, all motors shall operate smoothly without overheating and shall have good bearings and bushings; all electronic controls shall operate per manufacturer's specifications, controls which bypass normal operations shall be

repaired at Lessee's expense; all electrical systems shall be able to provide electrical output as specified by the manufacturer; if applicable, all batteries shall be in good, safe operating condition with no dead cells or cracked cases, batteries shall hold a charge and provide adequate power to operate the Equipment; if applicable, all Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; all oil and grease seals shall contain lubrication in the manufacturers designed reservoir; all Equipment shall have a relatively clean appearance; all Equipment shall be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance as detailed in customer operation/maintenance manuals; all Equipment shall be free from structural damage or bent frames; any usage or metering devices shall not have been altered in any way; all Equipment attachments, if any, shall be in good operating condition; if applicable, all hydraulic cylinders shall not be bent, nicked, gouged or leaking; annual hour usage shall be limited to 600 hours per year per individual unit, additional hours used will be chargeable to Lessee at the rate of \$5.00 per hour per year per individual unit; proof in writing shall be provided, at least sixty (60) days prior to the scheduled date of return, from a manufacturer's representative or qualified technical service representative, that the Equipment has passed performance tests within the manufacturer's specifications and has been recertified for continued maintenance; each item of the Equipment shall be returned fully assembled and the cost of necessary repair for damages to exterior and interior materials (including floor damage, dents in metal body parts, or broken glass) shall not exceed Two Hundred Fifty Dollars (\$250.00); all operating components including but not limited to gauges, lights, safety devices, steering, brakes and all controls shall be able to perform their function as originally intended; all Equipment shall be washed, cleaned and/or steam-cleaned, where applicable, and without rust before being returned; and the Equipment shall be in compliance with all applicable federal, state and local safety standard and regulations as applicable to each item of Equipment. The Equipment shall, at Lessee's sole expense, be inspected, audited, deinstalled, crated and certified by the manufacturer pursuant to a Manufacturer Certification and shipped in accordance with the manufacturer's specifications, freight prepaid and properly insured. Lessee shall provide to Lessor proof of shipment with in-transit insurance within three (3) business days of receiving shipping instructions from Lessor. If the Equipment, upon its return, is not in good repair, condition and working order, ordinary wear and tear excepted, or has not been maintained in accordance with the terms hereof and any Lease, Lessee shall pay Lessor Rent with respect thereto for each month until such deficiencies are corrected. Lessee shall promptly reimburse Lessor for all reasonable costs incurred to place the Equipment in such required condition.

18. **MISCELLANEOUS:** Lessee agrees that the terms and conditions contained in a Lease make up the entire agreement between Lessor and Lessee regarding the lease of the Equipment described therein and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained therein. Neither this Master Lease nor any Schedule (or other Lease Document) is binding on Lessor until countersigned by both Lessee and Lessor. Any change in any of the terms and conditions of a Lease must be in writing and signed by Lessor and Lessee; provided however, that Lessor is authorized, without notice to Lessee, to insert into a Schedule the Master Lease number and supply missing information, missing serial numbers, update payment amounts due to sales tax updates and/or corrections, or to correct obvious errors. Any notice or other communication required under any Lease shall be in writing addressed to the respective party at the address specified above: (i) if delivered by person, when delivered; (ii) if delivered by overnight courier, two (2) business days after delivery to the courier properly addressed, or (iii) if delivered by U.S. mail, four (4) business days after deposit with postage prepaid and properly addressed. All of Lessor's rights and indemnities will survive the termination of this Master Lease and each Schedule. If more than one Lessee has signed this Master Lease or any Schedule, each Lessee agrees that its liability is joint and several. If Lessor issued a purchase order to a Supplier for the purchase of any Equipment, or if Lessee issued any such purchase order to Supplier and assigned its rights thereunder to Lessor (or, if Lessee has not previously so assigned such rights to Lessor, it hereby assigns such rights, but not obligations, to Lessor), Lessee agrees that Lessor shall have no responsibility to pay any amount thereunder unless and until (i) Lessee shall have executed and delivered acceptable lease documentation, including an Acceptance Certificate for such Equipment, (ii) Lessor has obtained full credit, investment, pricing and other internal approvals with respect to such Lease, (iii) no Default or event that with the passage of time would constitute a Default has occurred hereunder or under any Lease, and (iv) all other conditions precedent set forth herein shall have been satisfied; and Lessee agrees that any claims, losses, and expenses (including reasonable attorney's fees) incurred by Lessor in respect to any such purchase order shall constitute an indemnifiable claim hereunder and shall deliver a Supplier acknowledgment and consent to assignment upon Lessor's request. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in inverse order of maturity, and any remaining excess will be refunded to Lessee or as a court of competent jurisdiction otherwise directs. Lessee authorizes Lessor and its agents and its present and potential assignees to obtain credit bureau reports and make other credit inquiries that Lessor determines necessary. From time to time, Supplier may extend to Lessor payment terms for Equipment leased under this Agreement that are more favorable than may have been quoted to Lessee or the general public, and Lessor may provide Supplier information regarding this Agreement if Supplier has referred any Equipment lease to Lessor. If any term or provision of this Master Lease or any Lease or the application thereof to any person is, to any extent, invalid or unenforceable, the remainder of such Lease, or the application of such provision to the persons other than those to which it is invalid or unenforceable, shall not be affected thereby. In the event of any conflict between the terms and conditions of this Master Lease and the terms and conditions of any Schedule, the terms and conditions of such Schedule shall prevail. All documents executed in connection herewith may be executed and delivered in counterparts, all of which shall constitute one and the same agreement. Lessor and, at Lessor's option, Lessee may deliver a signed copy of this Master Lease, each Lease, and any Lease Documents by facsimile, electronic, scanned, digital or similar transmission (including pdf files) ("Electronic Signature"). The exchange of signed copies by Electronic Signature shall constitute effective execution and delivery and may be used in lieu of manually signed documents. Signatures of the parties transmitted by Electronic Signature shall qualify as authentic original signatures for purposes of enforcement thereof, including all matters of admissibility and the "best evidence" rule. For purposes of perfection of a security interest in tangible chattel paper under the UCC, only the counterpart of the Schedule that bears Lessor's original wet ink signature shall constitute the sole original chattel paper counterpart for purposes of possession; provided, that if such counterpart contains an Electronic Signature by Lessee, then Lessor shall have stamped such counterpart as "Original." If a Schedule is electronically signed by Lessor and stored as an electronic record that is under Lessor's control, then such counterpart shall constitute the single authoritative copy of the related Lease for all purposes under the UCC and shall constitute the sole "chattel paper" original, provided that if an electronic record thereof is then subject to the "paper out" process pursuant to eOriginal and there shall simultaneously exist both the "Paper Out" printed version and an electronic version of the Schedule, then the "Paper Out" printed version of the Schedule as identified in the eOriginal document activity history report and corresponding certificate of original document shall constitute the single authoritative copy and the sole "chattel paper". Reference herein to "eOriginal" shall mean eOriginal, Inc., or any successor electronic custodian appointed by Lessor. Lessee waives notice of acceptance of a Lease and receipt of a copy of the originally signed Lease or Schedule. Notwithstanding anything herein to the contrary, if Lessee signs or transmits this Lease or any document to Lessor electronically, including as an Electronic Signature, Lessor reserves the right to require Lessee to sign and deliver any document or Lease manually in wet ink. Any security deposit may be held by Lessor in an account commingled with other funds and any interest accrued will be for the account of Lessor, in accordance with applicable law, and such security deposit will be refunded upon expiration of the related Lease so long as no Default has occurred and is then continuing.

19. **ASSIGNMENT:** Lessee shall keep the Equipment free of all liens, security interests and encumbrances (other than precautionary or other liens in favor of Lessor, as applicable). LESSEE MAY NOT ASSIGN, SELL, TRANSFER, DELEGATE, OR SUBLEASE ANY INTEREST, RIGHT, OR OBLIGATION IN OR TO ANY EQUIPMENT, THIS MASTER LEASE, OR ANY SCHEDULE. Lessee will at all times keep the Equipment in its sole possession and control. Lessor may assign any or all of its rights, obligations, title and interest hereunder or under a Lease, and may transfer (through syndication, assignment, participation or placement) any of its rights, obligations, or interests in the Equipment, this Master Lease, or any Schedule to an assignee ("Assignee"). Upon such assignment, all references in the applicable Lease to "Lessor" shall be deemed to mean such Assignee. If Lessee receives written notice of an assignment from Lessor, Lessee will pay all Rent and other amounts payable under any assigned Schedule to such Assignee or as instructed by Lessor and such Assignee. Lessee hereby waives and agrees not to assert against any such Assignee any defense, setoff, recoupment, claim or counterclaim which Lessee has or may at any time hereafter have against Lessor or any person other than such Assignee, for any reason whatsoever. Lessee will provide reasonable assistance to Lessor (including the execution in writing and the delivery of a notice and acknowledgment of assignment) upon request in order to permit Lessor to effect any transfer, resale, syndication, assignment, participation or placement of a Lease and its interest in the related Equipment. The Lessor named in each Schedule (or its Assignee, if applicable) shall have all rights as Lessor under such Schedule separately exercisable by such named Lessor (or Assignee as the case may be), exclusively and independently of Lessor or any other holder of another schedule under this Master Lease. Subject to any assignment as expressly permitted by this section, this Master Lease and each Schedule shall inure to the benefit of, and are binding upon, the successors and permitted assigns of the parties hereto and thereto, as the case may be.

20. **GOVERNING LAW; JURISDICTION; WAIVER OF TRIAL BY JURY:** LESSEE AGREES THAT THIS MASTER LEASE AND ANY SCHEDULE(S) WILL BE GOVERNED UNDER THE INTERNAL LAWS OF THE STATE OF OHIO. LESSEE ALSO CONSENTS TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN HAMILTON COUNTY, OHIO TO RESOLVE ANY CONFLICT UNDER THIS MASTER LEASE OR ANY SCHEDULE. LESSEE AND LESSOR EACH WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER OR RELATED TO THIS MASTER LEASE, ANY LEASE, AND/OR ANY LEASE DOCUMENT.

IN WITNESS WHEREOF, the parties have executed this Master Lease by their duly authorized representatives as of the date first set forth above.

Lessee: City of Wickliffe

Lessor: Verdant Commercial Capital, LLC

By:X

By:X

Name:x Joseph Sakacs

Name:X

Title:x Mayor

Title:X





## APPROPRIATION CLAUSE ADDENDUM

**LESSEE/CUSTOMER NAME:** City of Wickliffe ("You", "Your")

**AGREEMENT NUMBER:** 6717 dated December 21, 2023

**LESSEE/CUSTOMER ADDRESS:** 29150 Ridge Road, Wickliffe, OH 44092

This Addendum supplements the provisions of the Lease Agreement or Rental Copy Agreement identified above ("Agreement"). You and We are entering into this Addendum as an integral part of the Agreement. Capitalized terms used in this Addendum that are not defined herein will have the meanings specified in the Agreement. If there is any conflict between the Agreement and this Addendum, then this Addendum will control.

- Funding Intent.** You reasonably believe that sufficient funds will be appropriated to make all Rental Payments and other payments ("Payments") when due during the term of the Agreement. You affirm that sufficient funds have been appropriated to pay all Payments when due under the Agreement for Your current fiscal year. You and We agree that Your obligation to make all Payments under the Agreement will be Your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of Your general tax revenues, funds or moneys.
- Use of Equipment.** The Equipment will be operated and controlled only by You for the term of the Agreement. The Equipment is (and for the term of the Agreement will be) essential to the immediate performance of a governmental or proprietary function by You within the scope of Your authority and will be used by You only to perform such function.
- Representations.** You represent and warrant that (a) You are a political subdivision of the state or commonwealth in which You are located and are organized and existing under the constitution and laws of such state or commonwealth; (b) You have complied, and will comply, fully with all applicable open meeting, public bidding and appropriations laws, rules, ordinances and regulations in connection with the acquisition of the Equipment and the approval and execution of the Agreement; (c) the person(s) signing the Agreement have the authority to do so and are acting with the full authorization of Your governing body; and (d) a resolution of Your governing body authorizing execution of the Agreement has been duly adopted and remains in full force and effect. Upon Our request, You will deliver to us an opinion of counsel regarding the foregoing and a true and correct copy of such resolution.
- Non-Appropriation of Funds.** If sufficient funds are not appropriated by You or Your governing body for Payments when due under the Agreement for any of Your fiscal years, upon no less than ninety (90) days' prior written notice of termination to Us, You may terminate the Agreement as of the last day of Your fiscal year for which funds for the Payments due during such fiscal year have been appropriated. Such termination is without any expense or penalty, except for the portions of the Payments and those expenses associated with Your return of the Equipment pursuant to the terms of the Agreement for which funds have been appropriated or are otherwise legally available. You agree that, to the extent permitted by law, (x) You will not terminate the Agreement if any funds are appropriated by You or to You for the acquisition or use of equipment or services performing similar functions to the Equipment during Your fiscal year in which such termination would occur and (y) You will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal year following the fiscal year for which funds were first not available for the Payments.
- Equipment Return.** If the Agreement is cancelled or terminated prior to the expiration of its term, You shall return the Equipment to Us in accordance with the terms and condition of the Agreement.
- Conflict.** Any provision in this Addendum that is in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

All other terms and conditions of the Agreement shall remain in full force and effect.

**Lessee/Customer:** City of Wickliffe

**Lessor:** Verdant Commercial Capital, LLC

X \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

X Joseph Sakacs, Mayor  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

X \_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**EQUIPMENT SCHEDULE NO. 6717000**  
(True Lease)

This EQUIPMENT SCHEDULE NO. 6717000 dated and effective as of December 21, 2023 (this "Schedule") is executed pursuant to, and incorporates by reference the terms and conditions of, the Master Lease Agreement No. 6717 dated December 21, 2023 (the "Master Lease"), each by and between Verdant Commercial Capital, LLC ("Lessor") and City of Wickliffe dba Green Ridge Golf Course ("Lessee"). This Schedule, incorporating by reference the terms of the Master Lease, is referred to as the "Lease" and constitutes a separate instrument of lease. All capitalized terms used but not defined in this Schedule shall have the meaning given to them in the Master Lease.

1. **Equipment:** (20) 2020 E-Z-GO TXT ELITE Golf Car SN: TBD, together with and including all additions, attachments, accessories and accessions thereto, and any and all substitutions, upgrades, replacements and exchanges therefor.
2. **Equipment Location:** 29150 Ridge Road Wickliffe, OH 44092
3. **Initial Term Commencement Date:**
4. **Initial Term:** Thirty-two ( 32 ) months.

**Rent.** Initial Rent and any scheduled Additional Rent plus applicable sales and use tax shall be due and payable in arrears on the following dates: See Payment Schedule.

Lessee shall pay to Lessor daily pro rata interim rent in an aggregate amount equal to the result obtained by (i) dividing the Initial Rent amount by thirty days and (ii) multiplying that amount by the number of days from the Acceptance Date until (but not including) the Initial Term Commencement date. A documentation fee in the amount of \$250.00 shall be payable as invoiced. Rent payments have been calculated using an interest rate indexed to a fixed spread over the like term USD interest rate swap rate ("Like Term Rate") as of December 21, 2023. Lessee agrees that, on the Initial Term Commencement Date, if the then-current Like Term Rate has increased since such date, then the Rent payment shall be increased to reflect the then-current Like Term Rate. Thereafter, the Rent payment shall remain fixed during the term hereof.

5. **Acceptance:** Lessee agrees to execute a Delivery and Acceptance Certificate in accordance with Section 2 of the Master Lease. Lessee authorizes Lessor to insert the Initial Term Commencement Date in this Schedule upon its receipt of the Delivery and Acceptance Certificate.
6. **End of Term Options:** Upon the expiration of the Initial Term, Lessee shall return the Equipment pursuant to, and in accordance with, Section 17 of the Master Lease; provided, that, so long as no default or Event of Default has occurred and is continuing under the Lease, Lessee may, at Lessee's option and in lieu of Lessee's obligation to return the Equipment pursuant to Section 17 of the Master Lease, by providing to Lessor, during the period commencing one hundred and eighty (180) days prior to the expiration of the Initial Term and ending one hundred and twenty (120) days prior to the expiration of the Initial Term, written notice of Lessee's irrevocable intent to: (a) renew the Initial Term with respect to all (but not less than all) of the Equipment leased pursuant to this Schedule for a renewal period of 90 days for an amount equal to the Fair Market Rent or (b) return (all but not less than all) the Equipment. As used herein, "Fair Market Rent" means the amount which would be obtained in an arm's-length transaction between an informed and willing lessee (other than a lessee currently in possession) and an informed and willing lessor, each under no compulsion to lease; provided, however, that in each such determination (a) the costs of removal of any Equipment from the location of current use shall not be a deduction from such value, (b) it shall be assumed (whether or not the same be true) that the Equipment has been maintained and would have been returned to Lessor in compliance with the requirements of this Lease, and (c) if any Equipment has been attached to or installed on or in any property leased or owned by Lessee, the value for such Equipment shall be determined on all installed basis, in place and in use. If Lessor and Lessee are unable to agree on the Fair Market Rent at least 60 days prior to the expiration of the Lease, Lessor shall appoint an independent appraiser, reasonably acceptable to Lessee, to determine such value, at Lessee's cost, and such independent appraiser's determination shall be final, binding and conclusive. Lessee's option to renew the Initial Term, in each case as more particularly set forth herein (collectively, the "Option"), shall only be available so long as Lessee gives Lessor timely written notice, as set forth herein, of Lessee's irrevocable intent to exercise such Option and so long as Lessor and Lessee agree to all terms and conditions of such renewal prior to the expiration of the Initial Term. Should Lessee fail to provide to Lessor such notice of its intention to return or renew this Schedule shall automatically renew in accordance with the terms of the Master Lease.
7. **Insurance:** Lessee shall maintain liability coverage in an amount equal to at least \$1,000,000 per occurrence; \$2,000,000 aggregate.
8. **Ratification; Confirmation; Counterparts:** Except as expressly amended hereby, the Master Lease is hereby ratified and reaffirmed and remains in full force and effect. This Schedule may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Schedule to be duly executed by their duly authorized representatives as of the date first set forth above.

**THIS SCHEDULE CANNOT BE CANCELLED**

**Lessee:** CITY OF WICKLIFFE

**By:** X

**Name:** X Joseph Sakacs

**Title:** X Mayor

**Lessor:** VERDANT COMMERCIAL CAPITAL, LLC

**By:**

**Name:**

**Title:**



Payment Schedule- 6717000

|      | Jan    | Feb    | Mar    | Apr    | May        | Jun        | Jul        | Aug        | Sep        | Oct        | Nov    | Dec    |
|------|--------|--------|--------|--------|------------|------------|------------|------------|------------|------------|--------|--------|
| 2024 |        |        | \$0.00 | \$0.00 | \$2,800.00 | \$2,800.00 | \$2,800.00 | \$2,800.00 | \$2,800.00 | \$2,800.00 | \$0.00 | \$0.00 |
| 2025 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,800.00 | \$2,800.00 | \$2,800.00 | \$2,800.00 | \$2,800.00 | \$2,800.00 | \$0.00 | \$0.00 |
| 2026 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,800.00 | \$2,800.00 | \$2,800.00 | \$2,800.00 | \$2,800.00 | \$2,800.00 |        |        |

\*Plus applicable sales and use tax

Lessee Initials X



**INSURANCE CERTIFICATION TO**

Schedule No. 6717000

Lessee identified below and **VERDANT COMMERCIAL CAPITAL LLC ("Lessor")**

9987 Carver Road, Ste 110, Cincinnati, OH 45242

**\*\*\*VERIFICATION OF INSURANCE MUST BE OBTAINED PRIOR TO FUNDING\*\*\***

Name and Address of Lessee:

City of Wickliffe

29150 Ridge Road Wickliffe, OH 44092

Equipment Description: (20) 2020 E-Z-GO TXT ELITE Golf Car SN: TBD together with all attachments, tooling, accessories, appurtenances and additions hereto

Please complete, sign and return this form along with your equipment finance documents and also contact your agent to have a certificate of insurance faxed to the attention of VERDANT COMMERCIAL CAPITAL LLC, ATTN: Verdant Documentation at (513) 672-9999 with a copy emailed to [documentation@verdantcc.com](mailto:documentation@verdantcc.com). In accordance with the provisions of your agreement, insurance coverage is required as follows:

- PROPERTY INSURANCE** is required against the loss, theft of or damage to the equipment.
  - VERDANT COMMERCIAL CAPITAL LLC, and its successors and/or assigns ("Lessor")**, must be named as **Lender Loss Payee**.
  - Lessee shall obtain an "All Risk" extended coverage property insurance policy covering the Equipment from every cause whatsoever for not less than the greater of its new purchase price or full replacement value.
  - The amount of the deductible must be stated on the certificate of insurance.
- COMMERCIAL GENERAL LIABILITY INSURANCE** is required for bodily injury and property damage.
  - VERDANT COMMERCIAL CAPITAL LLC, and its successors and/or assigns ("Lessor")**, must be named as an **Additional Insured**.
  - The minimum amount of coverage required is **\$1,000,000.00** combined single limit per occurrence.
- The Property and Commercial General Liability policies collectively (the "Policy"), as to the interest of Lessor, shall not be invalidated by any act of omission or commission or neglect or misconduct of Lessee at any time, nor by any foreclosure or other proceeding or notice of sale relating to the insured property, nor by any change in the title or ownership thereof or the occupation of the premises for purposes more hazardous than are permitted by the Policy, provided, that in case Lessee shall fail to pay any premium due under the Policy, Lessor may, at its option, pay such premium. The Policy shall contain clauses requiring the insurer to furnish Lessor with at least thirty (30) days prior written notice of any material change, cancellation, or nonrenewal of coverage and stating that coverage shall not be invalidated against Lessor or Lessor's assigns because of any violation of any condition or warranty contained in any policy or application therefor by Lessee or by reason of any action or inaction of Lessee. No insurance shall be subject to any co-insurance clause.

**\*\*\*LESSEE OR AGENT TO COMPLETE THE FOLLOWING PRIOR TO FUNDING\*\*\***

|  | <u>PROPERTY INSURANCE</u>   | <u>LIABILITY INSURANCE</u>  |
|--|-----------------------------|-----------------------------|
| Insurance Company (include address and contact information including phone # and or email address) | X Name:<br>Phone:           | X Name:<br>Phone:           |
| Insurance Agency & Agent Name  | X Name:<br>Phone:<br>Email: | X Name:<br>Phone:<br>Email: |
| Policy Number  | X                           | X                           |
| Effective Date of Policy   | X                           | X                           |
| Expiration Date of Policy  | X                           | X                           |

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

**LESSEE:** City of Wickliffe

By: X

Print Name: X Joseph Sakacs

Title: X Mayor

Date: X





Department of  
Taxation

tax.ohio.gov

STEC B  
Rev. 3/15

## Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Verdant Commercial Capital, LLC

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

re-rental of leased golf cars

***Purchaser must state a valid reason for claiming exception or exemption.***

City of Wickliffe dba Green Ridge Golf Course

Purchaser's name

public golf course

Purchaser's type of business

29150 Ridge Road

Street address

Wickliffe, OH 44092

City, state, ZIP code

Signature

Title

Date signed

43-053846

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.



## Information Verification Form

Thank you for the opportunity to provide you with financing. We look forward to our partnership. Towards that end, we would like to start off our relationship ensuring we have the necessary information below in addition to the signed lease documents. Please review and complete the following:

- Federal Tax ID Number (EIN):x 34-6003073

- Billing Address for invoices: x

Email address for invoices (optional):x

- Accounts Payable Contact:

Name:x

Phone:x

Email:x

- Is this specific schedule exempt from sales and use tax (yes or no):x  
If yes, please email a completed exemption form to [documentation@verdantcc.com](mailto:documentation@verdantcc.com) or attach to this documentation package.
- If you require a W-9 for Verdant Commercial Capital, LLC, please send the request to [documentation@verdantcc.com](mailto:documentation@verdantcc.com).
- If you would like a copy of fully executed contract once it has commenced please send the request to [documentation@verdantcc.com](mailto:documentation@verdantcc.com).

**After the equipment has been delivered and the schedule has commenced, you can register at [Billing.AccountServicing.Com](http://Billing.AccountServicing.Com) to access invoices and make payments online. Our customer support team also then can be contacted at (855) 636-9502 or via email [ServicingTeam@AccountServicing.com](mailto:ServicingTeam@AccountServicing.com).**

Once your contract has started, if you have any questions regarding insurance, please contact the Insurance Center at 844-837-3029.

If your account is on ACH, please be advised that all pulls will show up in your bank as "Account Servicing".

We appreciate the opportunity to work with you now and in the future!





**OPTIONAL AUTHORIZATION FOR DIRECT PAYMENTS (ACH DEBITS)**

In order to ensure the correctness of the Depository information, please attach a voided check to this Authorization Form.

COMPANY: City of Wickliffe

I (we) hereby authorize Verdant Commercial Capital, LLC, its agents, successors, and/or assigns, hereinafter called COMPANY, to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error to my (our) Checking account indicated below and the depository names below, hereinafter called DEPOSITORY, to credit and/or debit the same to such account.

I (we) acknowledge that the account name effecting such entries on the applicable bank statement may be "Account Services," which is a dba of Verdant Commercial Capital, LLC. (PAYEE #2821044704). To avoid any interruption to payments, please notify your banking institution that you set up this recurring payment.

YOUR BUSINESS NAME (As it appears on check):x

DEPOSITORY NAME:x

CITY:x

STATE:x

ZIP:x

ROUTING NUMBER:x

ACCOUNT NUMBER:x

This authority is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

DATE:x

SIGNATURE:x

PRINT NAME:x

TITLE:x

PHONE NUMBER:x

EMAIL:x

**Reminder: Please attach a voided check matching the information above**