



- Tax-Exempt Lease/Purchase Agreement** – Execute signature block at the top of the first page of the Agreement.
- Addendum to Tax-Exempt Lease/Purchase Agreement** – If required by Lessor, this document must be executed in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution. The attester will execute the signature block below the Lessee’s signature block at the bottom right of the page. If computation is required, please submit a copy of the computation test with the addendum.
- Property Schedule** – 1) If the transaction can be designated as a “bank qualified” transaction – one where Lessee reasonably anticipates not issuing more than \$10 million in tax-exempt obligations in a calendar year – **then you should initial the line under this section**; and 2) execute the signature block at the bottom of the page. This document must be executed in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution.
- Property Description – Exhibit A** – Execute signature block at the bottom of the page.
- Amortization and Lease Payment Schedule – Exhibit B** – Execute signature block at the bottom of the page. Note that the interest rate and Amortization and Lease Payment Schedule are effective so long as the Property is accepted by 03/14/2023, after which the interest rate and Amortization and Lease Payment Schedule are subject to revision to current market conditions at the actual time of acceptance.
- Certificate of Acceptance – Exhibit C** – 1) if billing address is different than address shown on the Agreement, fill in billing information under # 2; 2) the date that all equipment is delivered, installed and accepted is the date that should be placed on the “ACCEPTANCE DATE” line; and 3) execute signature block at the bottom of the page.
- Lessee’s General and Incumbency Certificate – Exhibit D** – The General Certificate must be signed by the person signing the Agreement. The Incumbency Certificate must be signed by an officer other than the person signing the Agreement.
- Lessee’s Counsel’s Opinion – Exhibit E** – If required by Lessor, this document will need to be executed by your attorney, dated, and placed on his/her letterhead.
- Insurance Authorization and Verification** – To be filled out by Lessee and returned with the executed documents.
- Notification of Tax Treatment** – Please provide your State Sales/Use tax Exemption Certificate, if applicable.
- Form 8038-GC or G** – Blank form provided to Lessee. Please consult your local legal/bond counsel or tax consultant with questions.
- Original Documents** – Lessor will require original documents, including original 8038 form, prior to funding.
- Validation of Board Approval** – If required by Lessor, a copy of board minutes or board resolution should be provided showing approval of the contract.
- Services and Supplies Rider** – If Lessee has requested that Lessor, as a convenience to Lessee, invoice Lessee for certain service and supply payments Lessee owes to Vendor, this document must be executed by Lessee in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution.



Tax-Exempt Lease/Purchase Agreement

APPLICATION NO.
2956063

ACCEPTED BY LESSOR:		
FULL LEGAL NAME		
U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance")		
STREET ADDRESS		
1310 Madrid Street, Suite 101		
CITY	STATE	ZIP
Marshall	MN	56258
SIGNATURE	DATE	
PRINT NAME		
TITLE	TELEPHONE NUMBER	
DOC ANALYST	800-328-5371	

AGREED TO BY LESSEE:		
FULL LEGAL NAME		
COUNTY OF TIPPECANOE		
STREET ADDRESS		
20 NORTH THIRD ST		
CITY	STATE	ZIP
LAFAYETTE	IN	47901
SIGNATURE	DATE	
X		
PRINT NAME		
THOMAS MURTAUGH		
TITLE	TELEPHONE NUMBER	
PRESIDENT, BOARD OF COMMISSIONERS	765-423-9221	

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Lease/Purchase Agreement together with the Property Schedule shall be defined as the "Agreement."

LEASE TERM: The Lease Term of the Property listed in the Property Schedule (the "Lease Term") shall commence upon the commencement date of the Property Schedule (the "Commencement Date"). The Lease Term shall consist of an original term (the "Original Term"), commencing on such Commencement Date and continuing through the end of Lessee's then-current fiscal year, and a series of successive renewal terms (each, a "Renewal Term"), each contemporaneous with Lessee's budget year, with the final Renewal Term ending as provided in the Property Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee. The interest rate and Amortization and Lease Payment Schedule are effective so long as the Property is accepted by 03/14/2023, after which the interest rate and Amortization and Lease Payment Schedule are subject to revision to current market conditions at the actual time of acceptance.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, SET FORTH BELOW, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property.

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

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

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

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default or Nonappropriation Event, as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

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

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto, and if Lessee is incorporated, it is duly organized and

existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect; (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder; (c) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (d) the Property will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Lessee's need for the Property is not expected to diminish during the term of the Agreement; (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement; (f) Lessee shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement, and Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement; (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

RISK OF LOSS COVENANTS: Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

NON-APPROPRIATION: If sufficient funds are not appropriated to make Lease Payments under this Agreement (such failure to appropriate, a "Nonappropriation Event"), this Agreement shall terminate and Lessee shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such a Nonappropriation Event, Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property to Lessor. If Lessee fails to deliver possession of the Property to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee. A Nonappropriation Event shall not constitute an Event of Default hereunder.

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

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

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

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) require Lessee, at Lessee's expense, to return any or all items of Property wherever found to Lessor at such place within the United States as Lessor may designate, and for this purpose Lessor may enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorney's fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee, except with respect to Lessor's costs and expenses associated with disposition of the Property; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

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

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

AMENDMENTS: This Agreement may not be amended except in writing signed by both parties.

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



EQUIPMENT FINANCE

Property Schedule to Tax-Exempt Lease/Purchase Agreement

APPLICATION NO.
2956063

This **Property Schedule** is entered into pursuant to the Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee.

- Entire Agreement: Interpretation:** The terms and conditions of the Tax-Exempt Lease/Purchase Agreement (the "Agreement") are incorporated herein. The Agreement, this Property Schedule and the associated documents hereto constitute the entire agreement between Lessor and Lessee with respect to the Property and supersede any purchase order, invoice, request for proposal, response or other related document.
- Commencement Date:** The Commencement Date of this Property Schedule is the date that Lessor pays Vendor for the Property. The interest rate and Amortization and Lease Payment Schedule are effective so long as the Property is accepted by 03/14/2023, after which the interest rate and Amortization and Lease Payment Schedule are subject to revision to current market conditions at the actual time of acceptance.
- Property Description:** The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
- Term and Payments:** Lease Term and Lease Payments are per the attached Exhibit B Amortization and Lease Payment Schedule. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit F and in lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule by paying the Termination Amount shown in the attached Amortization and Lease Payment Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment. The interest rate and Amortization and Lease Payment Schedule are subject to adjustment as provided in paragraph 2, above.
- Certificate of Acceptance:** Attached as Exhibit C, hereto.
- Expiration:** Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by 03/14/2023.
- Property Cost:** The total principal amount under this Property Schedule for the acquisition cost of the Property is \$43,847.04.
- Lessee's General and Incumbency Certificate:** Lessee has provided the Lessee's General and Incumbency Certificate in the form attached as Exhibit D, hereto.
- Lessee's Counsel's Opinion:** If required by Lessor, Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit E, hereto.
- Private Activity Issue:** Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501 (c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the Property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period").
Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use".
Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
- Bank Qualification:** Lessee designates this Agreement and Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year this Agreement and Property Schedule was funded, in an amount not exceeding \$10,000,000.



_____ Lessee initial here, if Bank Qualification is applicable.

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

U.S. Bank Equipment Finance

Lessor

Signature

Date

DOC ANALYST

Print Name

Title

COUNTY OF TIPPECANOE

Lessee

X

Signature

Date

THOMAS MURTAUGH

PRESIDENT, BOARD
OF
COMMISSIONERS

Print Name

Title

X

Attest By Signature

Print Name

Title



EQUIPMENT FINANCE

Exhibit B

APPLICATION NO.

2956063

Amortization and Lease Payment Schedule

Term: 40 months

Payment Structure: MONTHLY

Interest Rate: 11.61%

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

Payment No.	Lease Payment	Interest Portion	Principal Portion	Outstanding Balance	Termination Amount (After Making Said Payment)
Beginning Balance				43,847.04	
1	1,327.25	424.37	902.88	42,944.16	44,232.48
2	1,327.25	415.63	911.62	42,032.54	43,293.52
3	1,327.25	406.81	920.44	41,112.10	42,345.46
4	1,327.25	397.90	929.35	40,182.75	41,388.23
5	1,327.25	388.91	938.34	39,244.41	40,421.74
6	1,327.25	379.83	947.42	38,296.99	39,445.90
7	1,327.25	370.66	956.59	37,340.40	38,460.61
8	1,327.25	361.40	965.85	36,374.55	37,465.79
9	1,327.25	352.05	975.20	35,399.35	36,461.33
10	1,327.25	342.61	984.64	34,414.71	35,447.15
11	1,327.25	333.08	994.17	33,420.54	34,423.16
12	1,327.25	323.46	1,003.79	32,416.75	33,389.25
13	1,327.25	313.74	1,013.51	31,403.24	32,345.34
14	1,327.25	303.94	1,023.31	30,379.93	31,291.33
15	1,327.25	294.03	1,033.22	29,346.71	30,227.11
16	1,327.25	284.03	1,043.22	28,303.49	29,152.59
17	1,327.25	273.93	1,053.32	27,250.17	28,067.68
18	1,327.25	263.74	1,063.51	26,186.66	26,972.26
19	1,327.25	253.45	1,073.80	25,112.86	25,866.25
20	1,327.25	243.05	1,084.20	24,028.66	24,749.52
21	1,327.25	232.56	1,094.69	22,933.97	23,621.99
22	1,327.25	221.97	1,105.28	21,828.69	22,483.55
23	1,327.25	211.27	1,115.98	20,712.71	21,334.09
24	1,327.25	200.47	1,126.78	19,585.93	20,173.51
25	1,327.25	189.56	1,137.69	18,448.24	19,001.69
26	1,327.25	178.55	1,148.70	17,299.54	17,818.53
27	1,327.25	167.43	1,159.82	16,139.72	16,623.91
28	1,327.25	156.21	1,171.04	14,968.68	15,417.74

29	1,327.25	144.87	1,182.38	13,786.30	14,199.89
30	1,327.25	133.43	1,193.82	12,592.48	12,970.25
31	1,327.25	121.88	1,205.37	11,387.11	11,728.72
32	1,327.25	110.21	1,217.04	10,170.07	10,475.17
33	1,327.25	98.43	1,228.82	8,941.25	9,209.49
34	1,327.25	86.54	1,240.71	7,700.54	7,931.56
35	1,327.25	74.53	1,252.72	6,447.82	6,641.25
36	1,327.25	62.41	1,264.84	5,182.98	5,338.47
37	1,327.25	50.16	1,277.09	3,905.89	4,023.07
38	1,327.25	37.80	1,289.45	2,616.44	2,694.93
39	1,327.25	25.32	1,301.93	1,314.51	1,353.95
40	1,327.25	12.74	1,314.51	0.00	0.00
	<u>53,090.00</u>	<u>9,242.96</u>	<u>43,847.04</u>		

The interest rate and Amortization and Lease Payment Schedule are effective so long as the Property is accepted by 03/14/2023, after which the interest rate and Amortization and Lease Payment Schedule are subject to revision to current market conditions at the actual time of acceptance.

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

LESSEE ACCEPTANCE

COUNTY OF TIPPECANOE

X

PRESIDENT, BOARD
OF COMMISSIONERS

NAME OF LESSEE

SIGNATURE

TITLE

DATED



EQUIPMENT FINANCE

Exhibit C

APPLICATION NO. 2956063

Certificate of Acceptance

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

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

BILLING NAME			
STREET ADDRESS	CITY	STATE	ZIP

The interest rate and Amortization and Lease Payment Schedule are effective so long as the Property is accepted by 03/14/2023, after which the interest rate and Amortization and Lease Payment Schedule are subject to revision to current market conditions at the actual time of acceptance.

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

Acceptance Date

COUNTY OF TIPPECANOE

Lessee

X

Signature

THOMAS MURTAUGH	PRESIDENT, BOARD OF COMMISSIONERS
_____ Print Name	_____ Title



Exhibit D

APPLICATION NO.
2956063

EQUIPMENT FINANCE

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: Tax-Exempt Lease/Purchase Agreement and Property Schedule dated as of _____, between COUNTY OF TIPPECANOE, as Lessee ("Lessee") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association as Lessor.

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

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

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

COUNTY OF TIPPECANOE

X
Signature of Person to Sign Agreement

PRESIDENT, BOARD OF COMMISSIONERS
Print Title of Person to Sign Agreement

Lessee

THOMAS MURTAUGH

Print Name of Person to Sign Agreement

Print Date that Above Person Signed this Certificate

INCUMBENCY CERTIFICATE

Re: Tax-Exempt Lease/Purchase Agreement and Property Schedule dated as of _____, between COUNTY OF TIPPECANOE, as Lessee ("Lessee") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association as Lessor ("Agreement").

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

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

NAME OF PERSON SIGNING AGREEMENT	TITLE OF PERSON SIGNING AGREEMENT	SIGNATURE OF PERSON SIGNING AGREEMENT
THOMAS MURTAUGH	PRESIDENT, BOARD OF COMMISSIONERS	X

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

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

Print Title of Person who signed this Certificate

Print Name of Person Signing this Certificate

Print Date that Above Person Signed this Certificate



EQUIPMENT FINANCE

APPLICATION NO.
2956063

Insurance Authorization and Verification

Re: Tax-Exempt Lease/Purchase Agreement dated as of _____, between Lessee and Lessor.

Lessor: U.S. Bank Equipment Finance
1310 Madrid Street, Ste. 101
Marshall, MN 56258

Lessee: COUNTY OF TIPPECANOE
20 NORTH THIRD ST
LAFAYETTE, IN 47901

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

LESSOR, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

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

Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$43,847.04, with deductibles no more than \$10,000.00.

**Lessee: Please execute this form and return with your document package. Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. Should you have any questions, please contact U.S. Bank Equipment Finance at 800-328-5371.*

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

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

LESSEE ACCEPTANCE

COUNTY OF TIPPECANOE **X** PRESIDENT, BOARD OF COMMISSIONERS

NAME OF LESSEE SIGNATURE TITLE DATED

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

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

AGENT ACCEPTANCE

X

NAME OF AGENCY SIGNATURE PRINT NAME DATED

Insurable Value: \$43,847.04

ATTACHED: PROPERTY DESCRIPTION FOR THE AGREEMENT.