



**SCHEDULE OF EQUIPMENT NO. \_\_\_\_\_ TO  
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO.**

<b>The "Agreement":</b> Schedule of Equipment No. _____ dated _____ (the "Schedule"), to Master Equipment Lease Purchase Agreement No. dated as of _____
<b>"Lessee"</b>
Milwaukee County Parks, 9480 W Watertown Plank Rd, Wauwatosa, WI 53226
<b>"Lessor"</b>
TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

- 1. Defined Terms.** All terms used herein have the meanings ascribed to them in the Agreement.
- 2. Equipment.** The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
- 3. Payment Schedule.** The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as **Attachment 2** hereto.
- 4. Representations, Warranties and Covenants of Lessee.**
  - (a) Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
  - (b) Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due hereunder since the date of the most recent audited financial statements reviewed by Lessor.
  - (c) Lessee understands and acknowledges that Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor; Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Schedule. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Schedule from its own advisors (including as it relates to structure, timing, terms and similar matters).
- 5. Certification as to Arbitrage and Tax Covenants.** Lessee hereby represents as follows:
  - (a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed hereunder, will not be less than the total Principal Portion of the Rental Payments listed in this Schedule.
  - (b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the commencement of this Schedule.
  - (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.
  - (d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.
  - (e) To the best of our knowledge, information and belief, the above expectations are reasonable.
  - (f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.
  - (g) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.
- 6. The Agreement.** This Schedule is hereby made as part of the Agreement, and Lessor and Lessee hereby ratify and confirm the Agreement. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

<b>LESSEE SIGNATURE</b>	_____ Name of Lessee
	By: _____ Signature
	Print Name and Title: _____

<b>LESSOR SIGNATURE</b>	<u>TCF National Bank</u> Name of Lessor
	By: _____ Signature
	Print Name and Title: _____



**ATTACHMENT 1 TO  
SCHEDULE OF EQUIPMENT NO. \_\_\_\_\_ TO  
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO.**

**EQUIPMENT DESCRIPTION**

<b>Description/Serial No./Model No.</b>	<b>Location</b>	<b>Total Cost</b>
(129) Cushman Hauler 1200 EFI (1) Cushman Shuttle 4 EFI (1) Cushman Shuttle 6 EFI (7) Cushman Shuttle 2 EFI (3) Cushman Hauler 4x4 GAS 3 PASS (11) EZGO TXT Freedom 2+2	Milwaukee County Zoo/ Various Milwaukee County Parks Locations	See payment schedule

This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the certificates of acceptance and payment requests submitted pursuant to the escrow agreement, if any, entered into among Lessor, Lessee and the escrow agent named therein, which descriptions shall be deemed to be incorporated herein.

Lessee:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



**ATTACHMENT 2 TO  
SCHEDULE OF EQUIPMENT NO. \_\_\_\_\_ TO  
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**PAYMENT SCHEDULE**

Rental payments will be made in accordance with **Section 4.01** and this Payment Schedule.

LESSOR: TCF National Bank

LESSEE: Milwaukee County Parks

COMMENCEMENT DATE\*:

INTEREST RATE: 3.9%

PAYMENT FREQUENCY: Annual

The first Rental Payment shall be due February 28, 2020, and subsequent Rental Payments shall be due as set forth below until paid in full.

	<u>Payment Number</u>	<u>Rental Payment</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Purchase Price</u>
1	February 28, 2020	\$189,970.50	\$1,244.10	\$188,726.40	\$869,773.60
2	February 28, 2021	\$189,970.50	\$34,630.75	\$155,339.75	\$714,433.85
3	February 28, 2022	\$189,970.50	\$28,366.41	\$161,604.09	\$552,829.76
4	February 28, 2023	\$189,970.50	\$21,949.96	\$168,020.54	\$384,809.22
5	December 28, 2023	\$397,500.00	\$12,690.78	\$384,809.22	\$0

Lessee: Milwaukee County Parks

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\* Lessee hereby authorizes Lessor to fill in the Commencement Date based on the earlier of the date that Lessor disburses funds to the Vendor of the Equipment following receipt of Lessee's executed acceptance certificate, or the date on which Lessor deposits funds for the purchase of the Equipment with an escrow agent.



**LESSEE'S CLOSING CERTIFICATE TO  
SCHEDULE OF EQUIPMENT NO. \_\_\_\_\_ TO  
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TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

I, the undersigned, the duly appointed, qualified and acting Director of Procurement of the above-captioned Lessee, do hereby certify as of \_\_\_\_\_, 20\_\_\_\_, as follows:

(1) Lessee did, by appropriate official approval, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Agreement and the related escrow agreement, if any, on its behalf by the following named representatives of Lessee:

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
<u>Guy Smith</u>	Director, Parks _____	_____

(2) The above-named representatives of Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of his or her genuine signature.

(3) The authorization was completed by appropriate official approval and that the action approving the Agreement and authorizing the execution thereof has not been altered or rescinded.

(4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

(5) All insurance required in accordance with the Agreement is currently maintained by Lessee.

(6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the Agreement), and such funds have not been expended for other purposes.

(7) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the interest of Lessor or its assigns, as the case may be, in the Equipment.

(8) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four years.

(9) This Agreement is hereby NOT designated as a qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code.

(10) The Equipment is located at the following address: Various Milwaukee County Parks locations and the Milwaukee County Zoo.

(11) The Equipment is located in the following county: Milwaukee

(12) The correct billing address for Rental Payments is as follows:

Street Address: 9480 W. Watertown Plank Rd.  
Wauwatosa, WI 53226

Phone: (414) 257-7275  
Email: jon.canavan@milwaukeecountywi.gov  
Attention: Jon Canavan

(13) The contact information of person responsible for preparing and filing Lessee's Form 8038-G or 8038-GC is as follows:

Name: Milwaukee County Office of the Comptroller  
Street Address: 901 N. 9th Street, Room 301  
Milwaukee, WI 53233

Phone: (414) 278-3001  
Email: justin.rodriquez@milwaukeecountywi.gov

(14) Lessee's Tax ID number is: 39-6005720.

**IN WITNESS WHEREOF**, I hereunto set my hand and the seal of the governing body of Lessee the day and year first above written.

\_\_\_\_\_  
Signature of Clerk or Secretary

Patrick Lee, Director of Procurement\_\_\_\_\_  
Printed Name of Clerk or Secretary



**LESSEE'S PAYMENT INSTRUCTIONS  
AND ACCEPTANCE CERTIFICATE TO  
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Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

(1) Lessee has reviewed and approved the invoice(s) referenced in the table below. Pursuant to the Agreement, Lessee hereby irrevocably authorizes and requests Lessor to make payment of the invoice(s) to the vendor(s), licensor(s) or designee(s) of licensor(s) of the Equipment. Lessee agrees that all terms and conditions of the Lease are in full force and effect and Lessee shall make all payments when and as required thereby.

Payee	Invoice Number	Amount
.		\$0.00
<b>Total</b>		<b>\$0.00</b>

(2) All of the Equipment has been, or if this Lease includes an escrow agreement, all of the Equipment will be, delivered, installed and accepted, and is located at the following address:.

(3) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes, except that if this Lease includes an escrow agreement, Lessee will conduct such inspection and/or testing of the Equipment prior to authorizing disbursement from the escrow fund for such Equipment.

(4) Lessee is currently maintaining, or if this Lease includes an escrow agreement, prior to Lessee's receipt of any Equipment, Lessee will maintain, the insurance coverage required by **Section 7.02** of the Agreement.

(5) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(6) We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

(7) The serial number for each item of Equipment that is set forth in the applicable Schedule is correct.

**DATED:** \_\_\_\_\_

Lessee: Milwaukee County Parks

By: Guy Smith

Print Name: \_\_\_\_\_

Title: Director



**ESSENTIAL USE CERTIFICATE TO  
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I, Guy Smith, a duly elected, appointed, or designated representative of Milwaukee County Parks (“Lessee”), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Agreement:

1. *What is the specific use of the Equipment?*

The equipment will be used to transport people and do ground work throughout the Milwaukee County Parks (the “Parks”) and at the Milwaukee County Zoo (the “Zoo”).

2. *What increased capabilities will the Equipment provide?*

The equipment will allow the Parks and Zoo to work more efficiently and provide the taxpayers quality amenities.

3. *Why is the Equipment essential to your ability to deliver governmental services?*

Without the equipment, the Parks and Zoo would not be able to provide safe and functional spaces.

4. *Does the Equipment replace existing equipment?*

*(If so, please explain why you are replacing the existing equipment)*

Yes, the equipment replaces existing equipment we used pursuant to a lease that expired.

5. *Why did you choose this specific Equipment?*

The equipment meets the needs specified in our RFP.

6. *For how many years do you expect to utilize the Equipment?*

Four years.

7. *What revenue source will be utilized to make Rental Payments due under the Agreement?*

General fund.

Lessee: Milwaukee County Parks

By: Guy  
Smith \_\_\_\_\_

Print Name: \_\_\_\_\_

Title:  
Director \_\_\_\_\_

