



Equipment Lease (Vehicles)

This "Lease": Equipment Lease Number 003-0761830-301 dated October 19, 2022	
"Lessee": City of Avon, 36080 Chester Road, Avon, OH 44011	
Fax:	E-mail: spresley@cityofavon.com
Contact: Steve Presley	Phone: (440) 937-7806
"Lessor": The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305	
Fax: (800) 844-3577	E-mail: EFCustomerService@huntington.com

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term	Each Rent Payment	Interim Rent Daily Factor	Advance Rent Payment(s)	Document Fee	Security Deposit	End of Lease Provision
	36 Months	\$1,157.98 plus applicable taxes except financed sales tax	0.0299%	N/A For Month(s): N/A	\$300.00	N/A	Return
Annual Mileage Allowance: 12000 miles allowed for each 12-month period of the Initial Term or any Renewal Term		Mileage Charge: \$0.35 mileage charge for each mile over aggregate allowed miles during the Initial Term or any Renewal Term			Total Amount Due Upon Delivery of this Lease: \$300.00		

DESCRIPTION AND LOCATION OF EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE:

Description: One (1) 2022 Chrysler Voyager LX, VIN:2C4RC1CG5NR153953 together with all attachments and accessories thereto	Location: 36080 Chester Road, Avon, OH 44011
Mileage:	

1. LEASE. Lessee hereby agrees to lease from Lessor and, subject to satisfaction of all Lessor's requirements and no material adverse change in Lessee's condition or business, Lessor agrees to lease to Lessee the personal property, services and/or software described above and/or on any exhibit or schedule hereto (together with all replacements, repairs and additions thereto, collectively the "Equipment"; and each item, an "Item"), on the terms and conditions set forth herein. Lessee authorizes Lessor to make necessary corrections to any serial numbers or other Equipment identification when known.

2. TERM. The Initial Term of this Lease with respect to each Item begins on the date Lessee accepts such Item and continues for the number of consecutive months from the Commencement Date shown above unless earlier canceled, terminated or extended as provided herein. Lessee shall promptly inspect the Equipment upon delivery and, if acceptable in all respects, execute and deliver a certificate of acceptance, in form acceptable to Lessor. Lessee authorizes Lessor to fill in the Commencement Date, which will be determined based on the date that the final Item hereunder is delivered to and accepted by Lessee. If the final Item is delivered and accepted between the 1st and the 15th days of a month, the Commencement Date is the 15th day of such month; if the final Item is delivered and accepted between the 16th and the last days of a month, the Commencement Date is the 1st day of the following month. The term of this Lease may be extended as provided in Section 5 below.

3. PAYMENTS. Lessee shall pay to Lessor: (a) on the date Lessee delivers this Lease to Lessor, the Total Amount Due Upon Delivery of this Lease, as set forth above, consisting of any Advance Rent Payment(s), Document Fee and Security Deposit set forth above, plus estimated sales or use taxes on any Advance Rent Payment(s), if applicable; (b) the monthly Rent Payment set forth above payable in arrears on the date that is one month after the Commencement Date and on the same day of each subsequent month for the Initial Term and any Renewal Term, unless otherwise set forth below; (c) interim rent for each Item from the date accepted to the Commencement Date, at the daily rate equal to the Interim Rent Daily Factor set forth above multiplied by Lessor's Actual Cost, as hereafter defined, related to such Item, and such interim rent shall be payable with respect to each calendar month by the 10th day of the following month and in any event on the Commencement Date; and (d) any Mileage Charge accrued with respect to the Initial Term payable at the expiration of the Initial Term, and with respect to any Renewal Term payable at the expiration of such Renewal Term, in each case as set forth above. If, for any reason, the final Equipment cost and financed amounts (all amounts Lessor pays in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buy out amounts, and any other amounts financed, before application of any subsidies or like amounts) ("Actual Cost") is more or less than the total cost and financed amounts estimated by Lessor at the date of preparation of this Lease ("Estimated Cost"), each Rent Payment and the mandatory or optional purchase price, if any, will be adjusted to provide Lessor the same yield it would have obtained if the Actual Cost had been equal to the Estimated Cost. Lessee agrees that this Lease will be amended to reflect the adjusted Rent Payment and the mandatory or optional purchase price, if any, and the adjusted Advance Rent Payment(s) and Security Deposit, if applicable, by (i) written notice from Lessor to Lessee for adjustments of 10% or less; or (ii) signed Amendment. Lessee also shall pay all governmental fees, assessments and taxes, however designated, and any penalties or interest thereon, assessed on or related to the rent, this Lease or the Equipment, when due or invoiced; and all costs and charges of every kind regarding importation, shipment, delivery, installation, insurance, possession, use, lease, tax treatment, return, repossession, storage and transfer of any Item, when incurred; and if Lessor, in its discretion, pays any such

amount, Lessee shall reimburse Lessor therefor, with interest, on demand, plus Lessor's administrative and other costs of paying and invoicing such amounts. Lessor may charge a late fee of 10% of any amount not paid by Lessee within 10 days of its due date hereunder, and all interest provided for under this Lease shall accrue at 18% per annum. Lessee may from time to time make telephonic requests for, and Lessee hereby authorizes, Lessor or its agents to make and draw checks or drafts on a checking account to be designated by Lessee, payable to Lessor or order, to pay rent and other amounts due hereunder, plus Lessor's standard per item fee for making and drawing such check or draft. Lessor may rely on such request made by any person it believes has authority to make such request on behalf of Lessee. Lessee will pay Lessor on demand a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment request returned due to insufficient funds or stop payment. Lessor may apply payments and any Security Deposit to Lessee's obligations hereunder in such order as it deems appropriate, and will return any unapplied balance to Lessee without interest when all such obligations are satisfied.

4. USE; REPAIRS; TAX RETURNS; TITLING. Lessee shall use the Equipment within recommended capacities, only for its designed purposes, in compliance with all laws, regulations and ordinances. At Lessee's expense, Lessee will maintain the Equipment in good repair and working order, furnish all needed parts, services, tires, gasoline, oil, grease and other items required to operate the Equipment and make all modifications and improvements required by law. Lessee will use only manufacturer's approved replacement parts and components, where available, in the performance of any maintenance and repair of the Equipment. Lessee will not modify or improve the Equipment without Lessor's prior written consent. All parts, modifications and improvements will become part of the Equipment for all purposes and Lessor's property or, in the case of a "Mandatory Purchase" End of Lease Provision, subject to Lessor's security interest. All mileage determinations for the Equipment shall be based on odometer readings. Lessee agrees promptly to notify Lessor of any malfunction in the odometer on any Item. The Equipment shall be operated only by appropriately licensed drivers to be selected, employed, controlled and paid by Lessee and who shall be conclusively presumed to be the agents of Lessee. The Equipment shall be operated in a safe and reasonable manner so as to prevent loss or damage to the Equipment or other property and injury to third parties. Lessee shall prepare and file all tax returns that it may file under the applicable taxing jurisdiction's laws for taxes that are Lessee's responsibility hereunder, including but not limited to (a) highway use taxes, and (b) personal property taxes if the End of Lease Provision above is (i) "Mandatory Purchase" or (ii) "Purchase Option" and the price for such option as stated above is a dollar amount equal to or less than \$101. Lessee will, at its sole expense: (a) before operating the Equipment, obtain all titles, registrations, registration plates, permits and licenses, including renewals, required for the lawful ownership, use and operation of the Equipment; (b) cause the Equipment to be titled and registered (i) in Lessor's name as owner, or (ii) if the End of Lease Provision above is "Mandatory Purchase," in the name of Lessee as owner, with Lessor's first priority security interest noted on the title, or (iii) otherwise as Lessor may direct; (c) furnish all original certificates of title, lien registration notices and related documentation to Lessor; and (d) retain all certificates of registration (and if legally required, a copy of this Lease) in the Equipment. Lessor may furnish Lessee with powers of attorney for the sole and limited purpose of effecting said titling, registration and licensing. If within 10 days of Lessee's receipt of the Equipment Lessee has not properly registered and titled the Equipment and provided Lessor with such evidence thereof as Lessor shall require, Lessor, in its discretion and in addition to all other remedies hereunder, may charge Lessee late titling fees in the amount of

\$25, payable at the end of such 10-day period, and \$25 for and payable at the end of each 30-day period thereafter until Lessor has received all required evidence of proper registration and titling for all Equipment hereunder.

5. **END OF LEASE PROVISIONS.** If the End of Lease Provision above is "Return", upon expiration of the Initial Term ("Lease End"), Lessee shall return all of the Equipment in accordance with Section 6. If Lessee fails to return the Equipment in accordance with Section 6, this Lease will automatically renew for additional successive non-cancelable one-month terms (each a "Renewal Term") after the Initial Term, at the same rental and otherwise on the same terms as set forth herein for the Initial Term, and otherwise on the same terms as set forth herein for the Initial Term, until timely written notice of return and proper return of the Equipment is made. With respect to each other End of Lease Provision, so long as this Lease has not been canceled or terminated early and no Event of Default exists, the following terms shall apply at Lease End: (A) If the End of Lease Provision above is "TRAC", Lessor and Lessee hereby agree that Lessor or its agent will sell the Equipment and distribute the sale proceeds ("Proceeds") as follows: (i) First, to reimburse Lessor or its agent for the cost of putting the Equipment in a condition to be sold, sales commissions, legal fees, expenses of repossession and all other sale expenses; (ii) Second, the balance to Lessor up to the TRAC dollar amount specified; and (iii) Third, the balance, if any, to Lessee as an adjustment to rent previously paid by Lessee to Lessor under this Lease; provided that if the Proceeds are less than the sum of items (i) and (ii) above, then Lessee shall pay to Lessor the deficiency as additional rent under this Lease. Any amount paid to or by Lessee pursuant to this provision shall be the "Terminal Rental Adjustment." In accordance with Section 7701(h) of the Internal Revenue Code of 1986, under penalty of perjury, Lessee hereby certifies that it intends that more than 50% of the use of the Equipment is to be in a trade or business of Lessee. Lessee acknowledges that Lessee has been advised that Lessee will not be treated as the owner of the Equipment for federal income tax purposes. (B) If the End of Lease Provision above is "Mandatory Purchase," Lessee must pay to Lessor at Lease End, in immediately available funds, the Mandatory Purchase dollar amount specified ("Mandatory Purchase Price"). If the End of Lease Provision above is "Mandatory Purchase," notwithstanding anything contained in this Lease to the contrary, Lessee and Lessor hereby agree and acknowledge that Lessor is financing Lessee's purchase of the Equipment, and Lessee owns the Equipment subject to Lessor's security interest pursuant to Section 14 hereof. In connection therewith, Lessee represents, warrants and agrees with and to Lessor that Lessee will at all times own and hold good legal title to the Equipment, and Lessor will at all times hold a valid, perfected and enforceable first priority security interest in the Equipment and proceeds thereof, subject to no other security interest, mortgage, lien or encumbrance. Lessee shall be liable for all costs of maintaining Lessor's perfected security interest in the Equipment, keeping the Equipment free of all encumbrances and security interests prohibited hereby and removing same if they should arise. Upon Lessor's receipt of the Mandatory Purchase Price and all rental payments, all sales and use taxes arising on the sale of the Equipment and all other amounts owing under this Lease or otherwise owing to Lessor, and request by Lessee, Lessor will deliver such lien releases, certificates and UCC amendments as Lessor deems necessary to reflect the satisfaction of Lessor's security interest in the Equipment. (C) If the End of Lease Provision above is "Purchase Option," Lessee may purchase all, but not less than all, of the Equipment for the Purchase Option dollar amount shown above, by giving written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, then the Purchase Option shall lapse. If the Purchase Option lapses, then at least 30 days before Lease End or the end of any Renewal Term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 6, this Lease will automatically renew for additional successive non-cancelable one-month Renewal Terms after the Initial Term, at the same rental and otherwise on the same terms as set forth herein for the Initial Term, until timely written notice of return and proper return of the Equipment is made. In the event that Lessee purchases the Equipment at Lease End, Lessee must pay the applicable purchase price to Lessor in immediately available funds at Lease End, together with all sales and use taxes arising upon such sale. Upon Lessor's receipt of the applicable purchase price for the Equipment and request by Lessee, Lessor will deliver a bill of sale "WHERE IS, AS IS" WITHOUT WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.

6. **RETURN.** Unless Lessee purchases the Equipment or the Lease has renewed, each pursuant to Section 5, upon expiration or earlier cancellation or termination hereof, Lessee shall, at its sole expense and risk, deliver the Equipment to any location in the continental United States designated by Lessor. The Equipment shall be in the same condition as when received by Lessee, reasonable wear and tear from normal, proper use excepted, capable and ready for reuse by another user without need for repair or refurbishment, and at a minimum: (i) with engine, transmission and drive axles within manufacturer's tolerances, including manifold and crankcase pressures, as measured by dynamometer test upon return at Lessee's expense and the brakes must pass Department of Transportation inspection with 50% remaining visible brake linings and brake drums free of breaks or cracks; (ii) with all systems capable of performing their intended design functions within manufacturer's specifications including that air conditioning must be fully operational, producing cold air, and free of defects; (iii) all tires with matched tread design and size, in safe operating condition, with at least 50% of original tread remaining and no sidewall or

casing damage or splits; (iv) free of all rust and corrosion, clean and in good cosmetic condition with all upholstery free of any tears, open seams, excessive dirt, and grease, with all glass intact and unbroken, all insignias and advertising removed and any damage from such removal repaired, and with keys provided to the vehicle ignition, doors, and storage boxes; and (v) any vehicle that has been wrecked must be declared to Lessor prior to return. The Equipment shall be free and clear of any liens, shall comply with all applicable laws and regulations and shall include all manuals, specifications, repair and maintenance records and similar documents. If requested by Lessor, at least 30 days prior to expiration or upon earlier termination of this lease, Lessee shall cause a qualified equipment maintenance provider acceptable to the Lessor to perform a comprehensive inspection of the Equipment and provide a certification letter as to the working condition and performance of the Equipment. Lessee shall bear the cost of the inspection and certification. If maintenance or repairs are needed to meet performance specifications, Lessee shall cause such repairs and maintenance to be made or remit the cost of such maintenance or repairs to the Lessor. Until properly returned, all Lease terms shall apply, including without limitation all Lessee's rent, insurance and maintenance obligations.

7. **DISCLAIMERS.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE WITH RESPECT TO, OR ANY OTHER MATTER CONCERNING, THE EQUIPMENT, AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES AND ANY OTHER WARRANTIES IMPLIED BY LAW. LESSEE HEREBY WAIVES ALL CLAIMS AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE EQUIPMENT OR ANY DEFECT THEREIN, OR BY THE DELIVERY, INSTALLATION, USE, MAINTENANCE OR SERVICING OF OR ADJUSTMENT TO THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT AS-IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND. Lessee acknowledges that: Lessor is not a dealer or manufacturer of equipment of any kind; is not the seller of the Equipment; each Item is of a type, size, design and capacity selected solely by Lessee; and this Lease is a "finance lease" under UCC Article 2A in all respects. To the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Equipment or repudiate this Lease).

8. **INDEMNITY.** Lessee shall indemnify and hold Lessor harmless from any and all claims, actions, damages, legal expenses (including reasonable attorneys' fees), obligations, liabilities, liens, fines, penalties or other amounts arising out of the manufacture, purchase, lease, use, condition, possession, ownership, operation or return of any Equipment, or in connection with latent or other defects, or any claim for patent, trademark or copyright infringement, including any strict liability claims, whether arising by operation of law, or with or without Lessee's fault or negligence or failure to comply with the terms hereof, and as a result of any lien, encumbrance or claim made on the Equipment by anyone, including Lessee's employees and agents, imposed or incurred by or asserted against Lessor, its successors or assigns. Without limiting the foregoing, Lessee will pay when due, and will indemnify and hold Lessor and its assigns harmless from and against: (i) any license or other fees, liabilities, losses, damages, penalties, claims, actions, suits, costs and expenses, including legal expenses, of every kind and nature whatsoever, imposed on, incurred by, or asserted against Lessor or its agents, successors and assigns, in any way relating to or arising out of applications for the licensing, titling or registration of the Equipment, or any odometer certification with respect to the Equipment; and (ii) all towing charges, parking tolls, fines, parking and speeding tickets and other civil and criminal motor vehicle violations (and all fines, penalties and interest applicable thereto) with respect to the Equipment. At Lessor's option Lessee shall assume full responsibility for the defense of any indemnified claim.

9. **LOSS.** Lessee shall bear the entire risk of loss, theft, damage or destruction of any or all Items from any cause whatsoever ("Loss"); and no Loss shall relieve Lessee of any rent payment or other obligation hereunder. If Lessor determines that any Item has suffered an irreparable Loss, Lessee will pay Lessor (i) all rent and other amounts due but unpaid hereunder related to the Item plus (ii) all rent not yet due for the Item for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the greater of (a) the Mandatory Purchase Price related to the Item; (b) the Item's "Anticipated Residual Value" as determined by Lessor's books at the Commencement Date; or (c) 20% of the Actual Cost (as defined in Section 3) related to the Item.

10. **INSURANCE.** With respect to the Equipment, Lessee shall pay for and maintain, and furnish Lessor a certificate evidencing, insurance insuring against: (a) liability for bodily injury and property damage with a minimum combined single limit of \$1,000,000.00, or such greater amount as may be set forth in any Schedule to this lease or as may be prescribed by any applicable state law specifying minimum insurance requirements, with Lessor and assigns as additional insured, and (b) loss or damage to the Equipment in an amount no less than the Equipment's full replacement value, with Lessor and assigns as loss payee. Each insurance policy shall be in such form, including a maximum deductible, and with such insurers as Lessor may accept, shall require the insurer to give Lessor at least 30 days' prior written notice of any cancellation or change in terms, and shall specify that no action or misrepresentation by Lessee will affect Lessor's coverage. Lessor has no duty to verify or notify Lessee

that any such policy exists or is free of defects. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims, receive payments and execute and endorse all documents, checks or drafts under any such physical damage policy. If Lessee fails to maintain, pay for or provide Lessor with evidence of the required insurance, Lessor may, but is not obligated to, obtain insurance covering Lessor's interest in the Equipment from an insurer of Lessor's choice. Lessor may charge Lessee the costs of acquiring and maintaining such insurance, and a fee for Lessor's services (collectively, "Insurance Charge"). At its discretion, Lessor may allocate the Insurance Charge to the remaining Rent Payments, which Lessee will pay with interest on such allocation. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person.

11. **DEFAULT.** Each of the following is an "Event of Default" hereunder: (a) Lessee fails to pay any rent or other payment required hereunder when due; (b) Lessee fails to comply with any other covenant or agreement hereunder and such failure continues for 10 days after notice by Lessor; (c) Lessee defaults under any other obligation to Lessor; (d) Lessee or any guarantor of this Lease ("Guarantor"), or any partner of Lessee ("Partner") if Lessee is a partnership, ceases doing business as a going concern or makes an assignment for the benefit of creditors; (e) Lessee or any Guarantor or Partner admits in writing an inability to pay debts as they come due, voluntarily files or has filed against it involuntarily a petition under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for it or for all or a substantial part of its assets; (f) any individual Lessee, Guarantor or Partner dies; (g) any material indebtedness of Lessee or any Guarantor is accelerated or payment in full thereof is demanded; or (h) Lessee or any Guarantor shall divide or shall consolidate with, merge into or transfer all or substantially all its assets to another entity or individual.

12. **REMEDIES.** At any time on or after an Event of Default, Lessor may in its sole discretion, with or without canceling terminating this Lease, exercise one or more of the following remedies: (a) on written notice to Lessee, cancel or terminate this Lease; (b) declare immediately due and payable and recover from Lessee, as liquidated damages and not as a penalty, the sum of all rent and other amounts then due, plus all rent and other payments for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus the greater of (i) the Mandatory Purchase Price; (ii) the Equipment's "Anticipated Residual Value", as determined by Lessor's books at the Commencement Date; or (iii) 20% of the Actual Cost (as defined in Section 3); (c) enforce performance of, and/or recover damages for the breach of, Lessee's covenants; (d) repossess the Equipment wherever located, without notice or legal process; (e) exercise any other right or remedy available by law or agreement. Upon repossession, Lessor may retain the Equipment in full satisfaction of Lessee's obligations or may use reasonable efforts to sell or lease the Equipment in a manner and on terms as deemed appropriate by Lessor. Lessor will be entitled to any surplus and Lessee will be liable for any deficiency. Lessor may recover legal fees and other expenses incurred due to an Event of Default or the exercise of any remedy hereunder, including costs of repossession, repair, storage, transportation and disposition of the Equipment. No remedy shall be exclusive, and each shall be cumulative to the extent necessary for Lessor to recover amounts for which Lessee is liable hereunder.

13. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not sell, assign, transfer (via merger, division, or otherwise), sublet, pledge or otherwise encumber or permit a lien arising through Lessee to exist against any interest in this Lease or the Equipment. Lessor may assign its interest in this Lease and sell or grant a security interest in all or any part of the Equipment without notice to or consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor.

14. **NON-CANCELABLE, UNCONDITIONAL OBLIGATION.** This Lease cannot be canceled or terminated except as expressly provided herein. This Lease is a net lease; Lessee agrees that its obligation to pay rent and other amounts payable hereunder is absolute and unconditional and shall not be subject to any abatement, reduction, setoff or defense of any kind. If this Lease is deemed to be a lease intended as security, (i) Lessee grants Lessor a security interest in the Equipment to secure its obligations under this Lease and all present and future indebtedness to Lessor; (ii) this Lease shall be construed so that all fees provided for herein, interest, the applicable interest rate or other charges shall not exceed the maximum time price differential, amount, rate or interest allowed by applicable law, and any excess payment will be applied first to prepay principal hereunder and then as a refund to Lessee; and (iii) if Lessee is an individual and the principal amount hereof is \$100,000 or more, this Lease is made under Minn. Stat. Sec. 334.01; this Lease is made under Minn. Stat. Sec. 334.022 if Lessee is an "organization" as defined therein. Unless the End of Lease Provision specified herein is "Mandatory Purchase", the Equipment shall at all times remain Lessor's property, and Lessee's only right, title or interest therein shall be as set forth herein. For all End of Lease Provisions, at its expense, Lessee shall protect and defend Lessor's title and interest and keep the Equipment free of all claims and liens except those created by or arising through Lessor. Lessee authorizes Lessor to file such financing statements, title certificates and instruments as Lessor deems necessary to protect Lessor's interests in the Equipment, without Lessee's signature, and, if such signature is needed, Lessee appoints Lessor as Lessee's attorney-in-fact to sign such items in Lessee's name. Lessee will reimburse Lessor's costs with respect thereto on demand. Lessee's exact legal name is as shown above

and: (i) if Lessee is an individual, such legal name is exactly as stated on Lessee's valid and unexpired state driver's license, or alternative state identification, issued by Lessee's primary state of residence ("Lessee State ID"); or (ii) if Lessee is a legal entity, such legal name is as stated on Lessee's applicable organizational documents; and Lessee will not change its legal name, and will not change its chief executive office or state of organization (if a legal entity) or its principal residence (if an individual), and will not permit its Lessee State ID to expire, become invalid, or fail to be properly renewed, (if an individual) without, in each case, giving Lessor at least 30 days' prior written notice of any such event, and, at any time during the Lease, Lessee will, upon request of Lessor, provide copies of its Lessee State ID (if an individual) or applicable organizational documents (if a legal entity). Lessee, if an individual, is a citizen or lawful permanent resident of the United States. Lessor may inspect the Equipment and Lessee's records related thereto at any time during business hours. All representations, warranties and indemnities of Lessee made or agreed to in or in connection with this Lease shall survive expiration, cancellation or termination of this Lease.

15. **GOVERNING LAW; JURY TRIAL WAIVER.** THIS LEASE AND ALL MATTERS ARISING FROM THE LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BY THE LAWS OF THE STATE OF MINNESOTA (EXCLUDING CONFLICT'S LAWS). LESSEE HEREBY CONSENTS TO JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS SITTING IN THE STATE OF MINNESOTA FOR RESOLUTION OF ALL DISPUTES OF ANY NATURE WHATSOEVER REGARDING THIS LEASE OR ANY TRANSACTION CONTEMPLATED HEREBY. LESSEE AGREES THAT, AT LESSOR'S SOLE ELECTION AND DETERMINATION, LESSOR MAY SELECT AN ALTERNATIVE FORUM, INCLUDING ARBITRATION OR MEDIATION, TO ADJUDICATE ANY DISPUTE ARISING OUT OF THIS LEASE. THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE, INCLUDING ANY ACTION TO ENFORCE THIS LEASE OR ANY RELATED AGREEMENTS.

16. **MISCELLANEOUS.** This Lease constitutes the entire agreement between Lessee and Lessor with respect to the subject matter hereof; there is no other oral or written agreement or understanding. Any provision of this Lease which may be prohibited or unenforceable in any jurisdiction shall not, as to such jurisdiction, invalidate the remaining provisions hereof and shall not invalidate or render unenforceable such provision in any other jurisdiction. Each party's electronic signature on this Lease or any related document shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). In Lessor's sole discretion, a signed counterpart of this Lease and related documents related to or required in connection with this Lease may be electronically copied and/or delivered by facsimile, telecopier or other electronic means of transmission ("e-copy") and the e-copy of any such document or the printed version thereof shall be deemed an original and admissible as such in any court or other proceeding; provided that there shall be only one original counterpart of this Lease, and it shall bear the original ink or electronic signature of Lessor and be marked "Original"; provided further, that if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this Lease, then the "Paper Out" printed version of this Lease bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version. To the extent this Lease is "chattel paper", a security or ownership interest may only be created herein by transfer of such "Original" bearing Lessor's original signature. If Lessor permits Lessee to deliver this Lease or any related documents to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth herein. Except as expressly set forth herein, this Lease may not be amended or modified except by a writing manually signed by the parties. Lessee shall pay Lessor's costs, fees and expenses incurred in connection with any amendment, waiver, release, cancellation or termination of this Lease or any related document, financing statement, title certificate or instrument, including but not limited to filing and recording fees. This Lease is binding on and inures to the benefit of the parties hereto, their permitted successors and assigns. Any written notice hereunder shall be deemed given when delivered personally with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the U.S. mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates, successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including the use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending

email or automated (SMS) text messages. If more than one Lessee is named herein, the obligations of each shall be joint and several. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease; on written request, Lessor will identify any reporting agency used for such a report. Lessee warrants and agrees that the Equipment is leased and will be used for business purposes only, and not for personal, family or household purposes. Under federal law, Lessor must obtain, verify and record identifying information for each person opening an account. Lessor will ask for Lessee's name, address, date of birth and other identifying information. Lessor may also ask for Lessee's driver's license or other identifying documents. Lessee shall not allow any Blocked Person(s) to have an ownership interest in or control of Lessee.

"Blocked Person" means any person or entity (A) that is now or at any time on a list of Specially Designated Nationals issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury or any sectoral sanctions identification list; (B) whose property or interests in property are blocked by OFAC or who is subject to sanctions imposed by law, or (C) otherwise designated by the United States or any regulator to be a person with whom Lessor is not permitted to extend credit to or with regard to whom, a debtor-creditor relationship may result in penalties. Lessee shall identify and certify to Lessor the owners of Lessee and its affiliates and their respective ownership interests as necessary to comply with laws or regulations requiring Lessor to obtain Lessee's certification of its owner(s) prior to making payment(s) to Lessee during or after the term of this Lease.

ACCEPTANCE CERTIFICATE: Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee and has been tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth on the first page of this Lease is complete and correct, (iii) the Equipment is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under this Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of this Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. Lessee acknowledges that Lessor shall have sole and exclusive title to all of the Equipment; provided, however, that if the End of Lease Provision specified herein is "Mandatory Purchase", Lessee agrees that it shall have and maintain sole and exclusive title to all of the Equipment, subject only to Lessor's security interest.

IMPORTANT: LESSEE SHOULD SIGN THIS LEASE AND CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS LEASE AND CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT AND ALL OF THE TERMS AND CONDITIONS OF THIS LEASE, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THIS LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THIS LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER.

Acceptance Date: _____

Lessor: The Huntington National Bank

By: _____

Title: _____

Lessee: City of Avon

By: _____

By: _____, Mayor

The "Lease": Equipment Lease Number 003-0761830-301 Dated October 19, 2022
"Lessee"
City of Avon, 36080 Chester Road, Avon, OH 44011
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

This Addendum is attached to and made a part of the above-referenced Lease between Lessee and Lessor. Any capitalized terms used but not defined in this Addendum shall have the meanings assigned in the Lease. All terms and conditions of the Lease shall remain in full force and effect except to the extent modified by this Addendum.

1. Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year.

2. To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.

3. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee or Lessee's fiscal officer cannot certify that those funds are available or in the process of collection (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under such Lease as of the effective date of such termination, Lessee may terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor.

4. Notwithstanding anything to the contrary provided in the Lease, if Lessee terminates the Lease prior to the expiration of the end of the Lease's initial term, or any extension or renewal thereof, as permitted under Section 3 above, Lessee shall (i) on or before the Termination Date, return the Equipment, at Lessee's cost and expense, to the location or locations specified by Lessor, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under the Lease up to and including the Termination Date.

5. Lessee acknowledges and agrees that, in the event of the termination of the Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease.

6. Section 8 of the Lease, INDEMNITY, is hereby deleted in its entirety and replaced with "Reserved."

7. Notwithstanding any provision in the Lease, the Lease will not be effective until a certificate of Lessee's fiscal officer in substantially the form attached hereto has been signed and attached hereto.

8. Any provisions in this Addendum that are 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.

Dated as of: March 21, 2019

Lessee: City of Avon

By: _____,

Mayor

FISCAL OFFICER'S CERTIFICATE

The undersigned, as fiscal officer of the Lessee, hereby certifies that the money required for the payment of the obligations of the Lessee under the above-referenced Lease during the current fiscal year has been lawfully appropriated for such purposes and is in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Section 5705.41 of the Ohio Revised Code.

LESSEE: City of Avon

Dated: _____, 2019

Signature of CFO

Printed Name of CFO