



## AMENDMENT TO LEASE AGREEMENT # 170272000

This Amendment ("Amendment"), dated and effective as of the 11th day of December, 2012, supplements and is made a part of Lease Agreement #170272000 ("Lease") between Jackson County ("Lessee") and PNC Equipment Finance, LLC ("Lessor").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties agree to amend the terms of the Lease as follows:

**9. INDEMNITY.** The last two sentences of section 9 which read as follows are deleted in their entirety: "To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term."

**11. LOSS OR DAMAGE.** The first sentence of section 11 is deleted in its entirety and replaced with the following language: "Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor up to \$5,000 per incident."

The fourth sentence of section 11 which reads as follows is deleted in its entirety: "If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment."

**12. INSURANCE.** Section 12 is deleted in its entirety and replaced with the following language: "Lessee agrees to self-insure the Equipment for damage up to \$5,000 per incident. The vendor, EZ-Go, shall maintain property damage insurance coverage in excess of \$5,000 per incident and general public liability coverage. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within 10 days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges."

FILED

MAR 20 2013

MARY JO SPINO  
COUNTY CLERK

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date above written.

Jackson County

PNC Equipment Finance, LLC

Q. Troy Thomas by J. B. [Signature], Asst  
Authorized Signature  
Q. Troy Thomas  
12/26/12

Brian Bradshaw  
Authorized Signature

Printed Name  
Director of Finance and Purchasing  
Title

Printed Name  
**Brian Bradshaw  
Funding Authority**  
Title

APPROVED AS TO FORM:

ATTEST:

BY: Jay D. Haden  
Jay Haden  
Chief Deputy County Counselor

BY: Mary Jo Spino  
Mary Jo Spino  
Clerk of the County Legislature

**REVENUE CERTIFICATE**

Funds sufficient for this expenditure are subject to appropriation in the 2013 and future years' annual budgets.

12/26/12  
Date

Q. Troy Thomas by J. B. [Signature], Asst  
Director of Finance and Purchasing  
Account No. 300-1466-56790-B

# Lease Agreement

Dated as of November 21, 2012  
Lease Number 170272000

Lessor: PNC Equipment Finance, LLC  
995 Dalton Avenue  
Cincinnati, OH 45203

Lessee: LESSOR FULL LEGAL NAME  
Jackson County  
11100 View High Dr.  
Kansas City, MO 64134

FEDERAL TAX ID  
446000524

Equipment Description See attached Certificate of Acceptance for Equipment Description

Rent Payment Schedule Lease Term is for 48 months, with Rent payments due in Advance  monthly;  quarterly;  semi-annual;  annually; each in the amount of \$3,275.56 beginning 3-6-13

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

## TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.  
**NON-APPROPRIATION OF FUNDS.** Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS-IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.
- USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions,

- and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use, and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
  9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
  10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
  11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
  12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within 10 days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
  13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within 10 days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within 10 days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
  14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee 10 days advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
  15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor ninety (90) days prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
  16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
  17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is

located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing 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 signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

Jackson County  
("Lessee")

X *Q. Troy Thomas by Jim Bly, Asst*  
Authorized Signature  
Q. Troy Thomas  
Print Name  
Director of Finance and Purchasing  
Title  
12/26/12  
Date  
11100 View High Dr.  
Kansas City, MO 64134

PNC Equipment Finance, LLC  
("Lessor")

X *Brian Bradshaw*  
Authorized Signature  
Brian Bradshaw  
Print Name  
Funding Authority  
Title  
995 Dalton Ave.  
Cincinnati, OH 45203

**OPINION OF COUNSEL**

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lessor"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of MISSOURI.  
The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

APPROVED AS TO FORM:

By: *Jay Haden*  
Print Name: Jay Haden  
Law firm: Jackson County

CERTIFICATE OF ACCEPTANCE

Lease Number 170272000

B23

Quantity	Description	Serial No.
68	2013 E-Z Go TXT Gas Golf Car	

or see attached Equipment Schedule

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of MARCH 6, 2013 (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS 6 DAY OF MARCH, 2013

Jackson County  
("Lessee"):

X Robert R. Muddiman  
Authorized Signature

Robert R. Muddiman  
Print Name

Supt. of Golf  
Title

3/6/2013  
Date

11100 View High Dr.  
Kansas City, MO 64134

APPROVED AS TO FORM

Stephen D. Hoden  
W/ Stephen Nixon  
County Counselor

**Equipment Schedule A**  
**For**  
**Lease #170272000**

E28

Quantity	Description	Serial No.
1	2013 E-Z Go TXT Gas Golf Car	2848836
1	2013 E-Z Go TXT Gas Golf Car	2848837
1	2013 E-Z Go TXT Gas Golf Car	2848838
1	2013 E-Z Go TXT Gas Golf Car	2848841
1	2013 E-Z Go TXT Gas Golf Car	2848842
1	2013 E-Z Go TXT Gas Golf Car	2848845
1	2013 E-Z Go TXT Gas Golf Car	2848846
1	2013 E-Z Go TXT Gas Golf Car	2848847
1	2013 E-Z Go TXT Gas Golf Car	2848855
1	2013 E-Z Go TXT Gas Golf Car	2848856
1	2013 E-Z Go TXT Gas Golf Car	2848857
1	2013 E-Z Go TXT Gas Golf Car	2848858
1	2013 E-Z Go TXT Gas Golf Car	2848859
1	2013 E-Z Go TXT Gas Golf Car	2848860
1	2013 E-Z Go TXT Gas Golf Car	2848861
1	2013 E-Z Go TXT Gas Golf Car	2848862
1	2013 E-Z Go TXT Gas Golf Car	2848863
1	2013 E-Z Go TXT Gas Golf Car	2848864
1	2013 E-Z Go TXT Gas Golf Car	2848865
1	2013 E-Z Go TXT Gas Golf Car	2848871
1	2013 E-Z Go TXT Gas Golf Car	2848872
1	2013 E-Z Go TXT Gas Golf Car	2848873
1	2013 E-Z Go TXT Gas Golf Car	2848874
1	2013 E-Z Go TXT Gas Golf Car	2848875
1	2013 E-Z Go TXT Gas Golf Car	2849434
1	2013 E-Z Go TXT Gas Golf Car	2849435
1	2013 E-Z Go TXT Gas Golf Car	2849436
1	2013 E-Z Go TXT Gas Golf Car	2849438
1	2013 E-Z Go TXT Gas Golf Car	2849439
1	2013 E-Z Go TXT Gas Golf Car	2849440
1	2013 E-Z Go TXT Gas Golf Car	2849446
1	2013 E-Z Go TXT Gas Golf Car	2849447
1	2013 E-Z Go TXT Gas Golf Car	2849448
1	2013 E-Z Go TXT Gas Golf Car	2849449
1	2013 E-Z Go TXT Gas Golf Car	2849450
1	2013 E-Z Go TXT Gas Golf Car	2849451
1	2013 E-Z Go TXT Gas Golf Car	2849939
1	2013 E-Z Go TXT Gas Golf Car	2849940
1	2013 E-Z Go TXT Gas Golf Car	2849944
1	2013 E-Z Go TXT Gas Golf Car	2849945
1	2013 E-Z Go TXT Gas Golf Car	2849947
1	2013 E-Z Go TXT Gas Golf Car	2849949
1	2013 E-Z Go TXT Gas Golf Car	2849950
1	2013 E-Z Go TXT Gas Golf Car	2849951
1	2013 E-Z Go TXT Gas Golf Car	2849952
1	2013 E-Z Go TXT Gas Golf Car	2849953
1	2013 E-Z Go TXT Gas Golf Car	2849954
1	2013 E-Z Go TXT Gas Golf Car	2849955
1	2013 E-Z Go TXT Gas Golf Car	2849956



**Equipment Schedule A**  
**For**  
**Lease #170272000**

E28

1	2013 E-Z Go TXT Gas Golf Car	2849957
1	2013 E-Z Go TXT Gas Golf Car	2849961
1	2013 E-Z Go TXT Gas Golf Car	2849962
1	2013 E-Z Go TXT Gas Golf Car	2849963
1	2013 E-Z Go TXT Gas Golf Car	2849964
1	2013 E-Z Go TXT Gas Golf Car	2849965
1	2013 E-Z Go TXT Gas Golf Car	2849966
1	2013 E-Z Go TXT Gas Golf Car	2849967
1	2013 E-Z Go TXT Gas Golf Car	2849968
1	2013 E-Z Go TXT Gas Golf Car	2849969
1	2013 E-Z Go TXT Gas Golf Car	2849970
1	2013 E-Z Go TXT Gas Golf Car	2850422
1	2013 E-Z Go TXT Gas Golf Car	2850423
1	2013 E-Z Go TXT Gas Golf Car	2850424
1	2013 E-Z Go TXT Gas Golf Car	2850425
1	Freight	
1	2013 E-Z Go TXT Gas Golf Car	3000746
1	2013 E-Z Go TXT Gas Golf Car	3000747
1	2013 E-Z Go TXT Gas Golf Car	3000748
1	2013 E-Z Go TXT Gas Golf Car	3000749
1	Freight	
1	Together with all attachments, tooling, accessories, appurtenances and additions thereto	

RESOLUTION AND CERTIFICATE OF INCUMBENCY  
Lease Number 170272000

Lessee: Jackson County

Amount \$157,226.88 (Payment x Term)

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("the State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the \_\_\_\_\_ OR \_\_\_\_\_ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES : AUTHORIZED LEASE SIGNORS ONLY

Q. Troy Thomas	Director of Finance and Purchasing	<i>Q. Troy Thomas by J. Bly, Asst</i>
_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature

ADOPTED AND APPROVED on this \_\_\_\_\_, 20\_\_.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names. The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: Jackson County  
*Mary Jo Spino*  
\_\_\_\_\_  
Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: Mary Jo Spino  
Official Title: Clerk of Legislature  
Date: \_\_\_\_\_

**REQUEST FOR INSURANCE COVERAGE**

**December 18, 2012**

**Jackson County  
11100 View High Dr.  
Kansas City, MO 64134**

**Re: Insurance Coverage Requirements for Equipment Financing Transaction between  
PNC Equipment Finance, LLC and Jackson County**

Before funding your transaction, PNC Equipment Finance, LLC requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

**PNC Equipment Finance, LLC will have an insurable interest in the following equipment:**

<b>Quantity</b>	<b>Description</b>
1	2013 E-Z Go TXT Gas Golf Car
1	2013 E-Z Go TXT Gas Golf Car
1	2013 E-Z Go TXT Gas Golf Car
1	2013 E-Z Go TXT Gas Golf Car
1	2013 E-Z Go TXT Gas Golf Car
1	2013 E-Z Go TXT Gas Golf Car
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1	2013 E-Z Go TXT Gas Golf Car
1	2013 E-Z Go TXT Gas Golf Car
1	2013 E-Z Go TXT Gas Golf Car
1	2013 E-Z Go TXT Gas Golf Car

As a condition to entering into the equipment financing transaction,

**PNC Equipment Finance, LLC** requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis.
2. **PNC Equipment Finance, LLC** must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement, with a deductible not to exceed **\$10,000** per occurrence.
3. **PNC Equipment Finance, LLC** must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of . **PNC Equipment Finance, LLC** must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.
5. Each policy must provide for thirty (30) days written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.
6. All additional insurance requirements as specified below:

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming **PNC Equipment Finance, LLC** as follows:

**PNC Equipment Finance, LLC**, and its successors and assigns, as lender loss payee  
995 Dalton Avenue  
Cincinnati, OH 45203  
Attn: Insurance Department

When completed, the evidence of insurance should be provided to the following address:

**PNC Equipment Finance, LLC**  
995 Dalton Avenue  
Cincinnati, OH 45203  
Attn: Insurance Department

If you would like **PNC Equipment Finance, LLC** to follow up with your insurance agent, please provide the following information and return with your document package.

Agent: Self-Insured

Insurance Carrier: N/A

Address: N/A

Policy Number: N/A

Effective Date: N/A

Expiration Date: N/A

Phone #: N/A

Fax #: N/A



**OFFICE OF THE COUNTY COUNSELOR**

JACKSON COUNTY COURTHOUSE  
415 EAST 12TH STREET  
KANSAS CITY, MISSOURI 64106

816-881-3355  
Fax: 816-881-3398

**SELF-INSURANCE LETTER**

PNC Equipment Finance, LLC  
995 Dalton Avenue  
Cincinnati, Ohio 45203

Re: Lease Agreement dated as of November 21, 2012

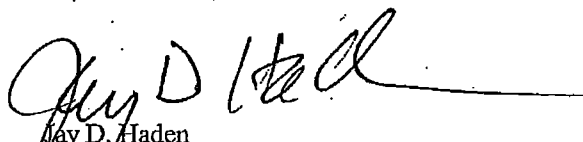
Ladies and Gentlemen:

Under the above-referenced Lease Schedule, Jackson County, as lessee ("*Lessee*"), is required to maintain certain insurance policies with respect to the Equipment subject thereto, *provided* that insurance policies are not required if Lessee has an actuarially sound self-insurance program that is acceptable to PNC Equipment Finance, LLC. This letter is for the purpose of describing Lessee's self-insurance program.

Under the terms of the Lease Schedule and addenda, Lessee is responsible for self-insuring against damage to the Equipment up to a limit of \$5,000 per incident. Lessee proposes that it will satisfy any loss under this provision out of current funds annually budgeted to Lessee's Parks and Recreation Department. If budgeted funds are inadequate for this purpose, Lessee shall utilize funds contained in its "Self-Insurance Fund," a revolving fund not subject to annual appropriation that has a current balance in excess of \$1 million. Lessee has no other insurance obligations under the Lease Schedule.

Please do not hesitate to contact me if you have any questions concerning the self-insurance described in this letter.

Very truly yours,  
Jackson County, as Lessee

  
Jay D. Haden  
Chief Deputy County Counselor

Client#: 10387

TEXTRONFIN1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/03/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Moreton & Company, 4600 South Ulster Street, Suite 380, Denver, CO 80237. CONTACT NAME: PHONE (A/C, No, Ext): 303 385-2100, FAX (A/C, No): 303 385+2199. INSURER(S) AFFORDING COVERAGE: INSURER A: Essex Insurance Company, INSURER B: Hartford Insurance Group.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes General Liability (CL422201922), Automobile Liability, Umbrella Liab, Workers Compensation, and Inland Marine (34MSKW4969).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Named Insured Includes: E-Z-Go, a division of Textron Inc. RE: Fred Arbanas Golf Course at Longview Lake, 1100 View High Drive, Kansas City, MO 64134 Jackson County Missouri and its agencies, officials, officers and employees are Additional Insured and loss payee as respects the lease of E-Z GO Golf Carts.

CERTIFICATE HOLDER: Jackson County Missouri Purchasing Department, 415 East 12th Street, Kansas City, MO 64106. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Anne Butler



Client#: 10387

TEXTRONFIN1

ACORD™

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Moreton & Company 4600 South Ulster Street Suite 380 Denver, CO 80237	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 303 385-2100		FAX (A/C, No): 303 385+2199
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Textron Financial Corporation 40 Westminster Street Providence, RI 02903	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
	<b>INSURER A: Essex Insurance Company</b>		
	<b>INSURER B: Hartford Insurance Group</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

### COVERAGES CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		CL422201922	12/07/2012	12/07/2013	EACH OCCURRENCE \$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$5,000	
	<input checked="" type="checkbox"/> PD Ded:1,000					PERSONAL & ADV INJURY \$EXCLUDED	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$EXCLUDED	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB	<input type="checkbox"/> OCCUR			EACH OCCURRENCE \$			
EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE			AGGREGATE \$			
	DED	RETENTION \$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				OTH-ER	
						E.L. EACH ACCIDENT \$	
						E.L. DISEASE - EA EMPLOYEE \$	
						E.L. DISEASE - POLICY LIMIT \$	
B	Inland Marine		34MSKW4969	10/03/2012	10/03/2013	\$315,000 Limit \$5,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Named Insured Includes: E-Z-Go, a division of Textron Inc.  
RE: Red Arbanas Golf Course at Longview Lake, 1100 View High Drive, Kansas City, MO 64134  
Certificate Holder is Additional Insured as respects operation of golf carts and Lender Loss Payee as respects the lease of E-Z Go Golf Carts.

<b>CERTIFICATE HOLDER</b>  PNC Equipment Finance, LLC ISAOA 995 Dalton Avenue Cincinnati, OH 45203	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Anne Butler</i>
--	--

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

**Name (as shown on your income tax return)**  
**PNC Bank National Association**

**Business name/disregarded entity name, if different from above**  
**PNC Equipment Finance, LLC**

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

**Address (number, street, and apt. or suite no.)**  
**995 Dalton Avenue**

**City, state, and ZIP code**  
**Cincinnati, OH 45203**

**List account number(s) here (optional)**

**Requester's name and address (optional)**

Print or type  
See Specific Instructions on page 2.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

--	--	--	--	--	--	--	--	--	--

**Employer identification number**

2	2	-	1	1	4	6	4	3	0
---	---	---	---	---	---	---	---	---	---

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**      Signature of U.S. person ▶      Date ▶ 11/14/12

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



## DOMESTIC LEASE PAYMENTS

WIRE TRANSFER AND ELECTRONIC FUNDS TRANSFER INSTRUCTIONS	
Bank Name:	PNC Bank, Ohio
Bank Address:	1900 E. 9th Street
Bank City, State, Country:	Cleveland, Ohio USA
Routing Number:	041 000 124
Account Number:	4206166645
Beneficiary Name:	PNCEF, LLC
Reference #1:	Attn: PNCEF Payment Processing
Reference #2:	<i>Customer Lease number &amp; detail</i>
SWIFT Code:	NATCUS33

LOCKBOX PAYMENT INSTRUCTIONS	
Beneficiary Name:	PNCEF, LLC
PO Box Number:	PO Box 931034
City, State, Zip	Cleveland, Ohio 44193

TAX INFORMATION	
Is the participant bank a non-resident alien, foreign corporation or partnership?	No
Tax Payer ID Number:	22-1146430

\*\*\*Please email remittance advice to [pncefservicingcash@pnc.com](mailto:pncefservicingcash@pnc.com)\*\*\*

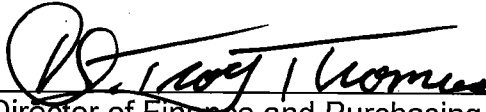
R. 18022  
PNC Leasing/E Z Go Golf Carts  
Golf Carts only

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$39,306.<sup>60</sup>~~72~~ for 2013 which is hereby authorized.

Funds sufficient for this expenditure are subject to appropriation in future years' annual budgets

March 20, 2013  
Date

  
Director of Finance and Purchasing  
Account No. 300-1666-56790 - 2013  
1666 2013 001