

Supplement to Master Governmental Lease-Purchase Agreement



Wells Fargo Equipment Finance, Inc. | 733 Marquette Avenue, Suite 700 | MAC N9306-070 | Minneapolis, MN 55402

Supplement Number 370946-402 dated as of March 5, 2014 to
Master Governmental Lease-Purchase Agreement
Number 370946 dated as of December 24, 2012

Name and Address of Lessee:

City of Rapid City
300 Sixth Street
Rapid City, SD 57701

Notice: Lessor reserves the right to withdraw the terms of this Supplement and issue a modified Supplement without notice to Lessee if Lessor is not in receipt of a fully executed original or facsimile of this document within five (5) business days of the date of this Supplement. However, in that event, no such modifications will be binding on Lessee unless and until Lessee executes the modified document containing all such modifications.

This is a Supplement to the Master Governmental Lease-Purchase Agreement identified above between Lessor and Lessee (the "Master Lease"). Pursuant to the Master Lease (all the terms and conditions of which are incorporated herein by reference, except to the extent that they relate solely to other Supplements or Equipment listed on other Supplements) and this Supplement, Lessor is leasing to Lessee, and Lessee is leasing from Lessor, the Equipment described below. Lessee represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Lease (including, without limitation, Section 6 thereof) are true and correct as though made on the date of execution of this Supplement.

Equipment Description: One (1) 2014 Western Star Dump Truck, Model 4700SF, with VIN: 5KKHAVCY3EPFV3868, and One (1) 2014 Johnston Dual Sweeper, Model VT651, with VIN: _____, together with all accessories and attachments

After Lessee signs this Lease, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into this Equipment Description.

Equipment Location: 300 Sixth Street, Rapid City, SD 57701

SUMMARY OF PAYMENT TERMS	
Payment term (Months): 62	Finance Amount: \$371,814.00
Payment Frequency: Annual	Total Rent: \$408,335.55
Basic Rental Payment: \$81,667.11	Interest Rate: 3.09%
Number of Payments: 5	Final Purchase Option Price: \$1.00
Payments in Arrears, See Additional Provisions	

Additional Provisions: Exhibit A is attached hereto pursuant to Section 4 of the Master Lease. The Termination Balance shall be the amount set forth on Exhibit A opposite the date of determination of the Termination Balance. Notwithstanding anything in this Lease to the contrary, Lessee shall pay installments on the dates and in the amounts as set forth on Exhibit A.

THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Lessor: Wells Fargo Equipment Finance, Inc. Lessee: City of Rapid City

By _____ By _____

Title _____ Title _____

Commencement Date

Exhibit A



Wells Fargo Equipment Finance, Inc. | 733 Marquette Avenue, Suite 700 | MAC N9306-070 | Minneapolis, MN 55402

Supplement Number 370946-402 dated as of March 5, 2014 to
Master Governmental Lease-Purchase Agreement Number 370946 dated as of December 24, 2012

Lessee: City of Rapid City

Interest Rate: 3.09%

Period	Date	Payment	Principal	Interest	Termination Balance
1	05/01/15	81,667.11	68,901.50	12,765.61	302,912.50
2	05/01/16	81,667.11	72,307.12	9,360.00	230,605.38
3	05/01/17	81,667.11	74,541.41	7,125.71	156,063.98
4	05/01/18	81,667.11	76,844.74	4,822.38	79,219.24
5	05/01/19	81,667.11	79,219.24	2,447.87	0.00
		=	=	=	
TOTAL		408,335.57	371,814.00	36,521.57	

This amortization schedule is subject to change based on the final terms of the transaction. In the event the terms do change, Lessor will provide a replacement amortization schedule to Lessee. This schedule does not include prepayment terms.

Dated as of: March 5, 2014

Lessee: City of Rapid City

By _____

Title _____

[FORM OF LEGAL OPINION]

March 5, 2014

Wells Fargo Equipment Finance, Inc.
733 Marquette Avenue, Suite 700
MAC N9306-070
Minneapolis, MN 55402

Ladies and Gentlemen:

As counsel for City of Rapid City ("Lessee"), I have examined the Master Governmental Lease-Purchase Agreement dated as of December 24, 2012 (the "Master Lease") which has been incorporated by reference into that certain Supplement Number 370946-402 thereto dated as of March 5, 2014 (collectively, the "Lease"), each between the Lessee and Wells Fargo Equipment Finance, Inc. ("Lessor"), and such other documents, instruments and records as I have considered relevant for purposes of this opinion. Based upon such examination, and such research and investigation as I deemed necessary, I am of the opinion that:

1. Lessee is a political subdivision or agency of the State of South Dakota, duly organized and existing under the laws of such state. Lessee's full, true and correct legal name is City of Rapid City .
2. Lessee is authorized and has power under applicable law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by state and federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public bidding and all other laws, rules and regulations of the State.
5. The execution of the Lease and the appropriation of moneys to pay the rent payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, Exhibits thereto and other documents contemplated thereby; the appropriation of moneys to make rent payments under the Lease for the current fiscal year of Lessee; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.
7. Resolution No. _____ of the governing body of Lessee, was duly and validly adopted by such governing body on _____, 20____, and such resolution has not been amended or repealed and remains in full force and effect.

Very truly yours,

Counsel for Lessee

Pay Proceeds



Wells Fargo Equipment Finance, Inc. | 733 Marquette Avenue, Suite 700 | MAC N9306-070 | Minneapolis, MN 55402

In reference to Contract Number 370946-402 dated as of March 5, 2014, Wells Fargo Equipment Finance, Inc. is irrevocably instructed to disburse payment as follows:

Payee	Invoice Number	Amount
Sheehan Mack Sales and Equipment, Inc.	M06817	\$220,745.00
City of Rapid City	Reimbursement for payment made to Boyer Trucks for the Western Star 4700SF	\$150,544.00
Wells Fargo Equipment Finance, Inc.	Documentation Fee	\$525.00
TOTAL FINANCED		\$371,814.00

Dated: March 5, 2014

City of Rapid City

By _____

Title _____

Required Information



Tax Status, Billing Address and Equipment Location

Wells Fargo Equipment Finance, Inc. | 733 Marquette Avenue, Suite 700 | MAC N9306-070 | Minneapolis, MN 55402

Contract Number 370946-402 dated as of March 5, 2014

Name and Address of Customer:

City of Rapid City
300 Sixth Street
Rapid City, SD 57701

Equipment Description: One (1) 2014 Western Star Dump Truck, Model 4700SF, with VIN: 5KKHAVCY3EPFV3868, and One (1) 2014 Johnston Dual Sweeper, Model VT651, with VIN: _____, together with all accessories and attachments

E-mail Address: Pauline.Sumption@rcgov.org Documentation Contact Name: Pauline Sumption

Social Security No./Federal Tax I.D. No. _____

Sales/Use Tax: (check one)

- Subject to sales and use tax. (Tax will be charged based on the type of equipment financed and on the state in which the equipment is located.); or
- Exempt from sales and use tax, for the following reason: _____
(YOU MUST REMIT A VALID EXEMPTION CERTIFICATE PRIOR TO FUNDING).

Personal Property Tax: If the equipment is located in a state or locality that requires reporting of the equipment on a personal property tax return, Wells Fargo Equipment Finance, Inc. will report the equipment.

Billing Address: City of Rapid City, 300 Sixth Street, Rapid City, SD 57701

- The billing address stated above is correct OR Change the billing address as stated below:

Street _____ City _____
State _____ Zip Code _____

Equipment Location: 300 Sixth Street, Rapid City, SD 57701

- The equipment will be located at the Equipment Location stated above or at the address shown on the attached Schedule A.

Indicate **County** the equipment is located in _____; or

- The equipment will be located at:

Street _____ City _____
State _____ Zip Code _____ County _____

(If multiple locations, attach a list of equipment by City, State, and County indicating where each piece of equipment is located.)

Notice: To help the government fight the funding of terrorism and the money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address and taxpayer identification number that will allow us to identify you. We may also ask to see other identifying documents.

Customer: City of Rapid City

By _____

Title _____

Delivery and Acceptance Certificate



Wells Fargo Equipment Finance, Inc. | 733 Marquette Avenue, Suite 700 | MAC N9306-070 | Minneapolis, MN 55402

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Number 370946 dated as of December 24, 2012

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City of Rapid City
300 Sixth Street
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Equipment Location: 300 Sixth Street, Rapid City, SD 57701

Delivery and Acceptance Certification:

I am duly qualified and acting as the officer identified below of Lessee; and, with respect to the Master Governmental Lease-Purchase Agreement and Supplement thereto identified above (collectively, the "Lease"), each by and between Lessee and Wells Fargo Equipment Finance, Inc. ("Lessor"), certify that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with Lessee's specifications and has been accepted by Lessee.
2. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all rent payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all rent payments due and payable during such current fiscal year.
3. During the Lease term the Equipment will be used by Lessee to perform essential governmental functions. Such functions are:

4. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make rent payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Delivery and Acceptance Date: _____

Lessee: City of Rapid City

By

Title

Insurance Requirements

Wells Fargo Equipment Finance, Inc. | 1540 West Fountainhead Parkway | MAC S3966-100 | Tempe, AZ 85282

A CERTIFICATE MUST BE OBTAINED PRIOR TO FUNDING/CLOSING

Name and Address of Insured:

City of Rapid City
300 Sixth Street
Rapid City, SD 57701

Equipment Description: One (1) 2014 Western Star Dump Truck, Model 4700SF, with VIN: 5KKHAVCY3EPFV3868, and One (1) 2014 Johnston Dual Sweeper, Model VT651, with VIN: _____, together with all accessories and attachments

Equipment Location: 300 Sixth Street, Rapid City, SD 57701

Please contact your agent to have an insurance certificate faxed to the attention of Betsy Moscoso at 877-542-4813 or emailed to betsy.moscoso@wellsfargo.com. In accordance with the provisions of your loan, insurance coverage is required as follows:

1. **PROPERTY INSURANCE** is required against the loss, theft of or damage to the Equipment.
 - The minimum amount of coverage required is **\$371,289.00**
 - Wells Fargo Equipment Finance, Inc., its successors and assigns ("Lessor"), must be named as **Loss Payee**.
 - If the Total Cost of the Equipment leased under the lease is equal to or greater than one million dollars (\$1,000,000.00), the Policy must include a Lender's Loss Payable Endorsement in favor of Wells Fargo Equipment Finance, Inc..
 - The amount of the deductible must be stated on the certificate of insurance
2. **COMMERCIAL GENERAL LIABILITY INSURANCE** is required for bodily injury and property damage.
 - The minimum amount of coverage required is **\$1,000,000.00** combined single limit per occurrence.
 - Wells Fargo Equipment Finance, Inc., its successors and assigns ("Lessor"), must be named as an **Additional Insured**.
3. The Property and General Liability policies (the "Policy"), as to the interest of Lessor, shall not be invalidated by any act of omission or commission or neglect or misconduct of Lessee at any time, nor by any foreclosure or other proceeding or notice of sale relating to the insured property, nor by any change in the title or ownership thereof or the occupation of the premises for purposes more hazardous than are permitted by the Policy, provided, that in case Lessee shall fail to pay any premium due under the Policy, Lessor may, at its option, pay such premium.
4. The Policy may be canceled at any time by either Insurer or Lessee according to its provisions, but in any such case the Policy shall continue in full force and effect for the exclusive benefit of Lessor for thirty days after written notice to Lessor of such cancellation and shall then cease.
5. **REFERENCE CONTRACT NO. 370946-402 ON ALL POLICIES.**
6. The Underwriter/Carrier of the policy must have an AM Best Rating of B+ or higher, and a Financial Class Size of VI or higher.

Titled Equipment Agreement and Acknowledgement



Wells Fargo Equipment Finance, Inc. | 733 Marquette Avenue, Suite 700 | MAC N9306-070 | Minneapolis, MN 55402

Contract Number 370946-402

Name and Address of Customer:

City of Rapid City
300 Sixth Street
Rapid City, SD 57701

Equipment Description: One (1) 2014 Western Star Dump Truck, Model 4700SF, with VIN: 5KKHAVCY3EPFV3868, and One (1) 2014 Johnston Dual Sweeper, Model VT651, with VIN: _____, together with all accessories and attachments

The Equipment must be titled as follows:

Lienholder Name & Address:
Wells Fargo Equipment Finance, Inc.
733 Marquette Ave., Suite 700
Minneapolis, MN 55402

Owner Name & Address:
City of Rapid City
300 Sixth Street
Rapid City, SD 57701

PLEASE NOTE: The legal name of the Customer must be used on all title applications or documentation submitted to the State for titling purposes. AS AN EXCEPTION, the title may include the doing business as ("DBA") or trade name. If the DBA or trade name is to be listed on the certificate of title, the legal name must appear first followed by the DBA name or trade name (i.e. John Doe dba John Doe's Trucking).

In addition, Co-Borrowers' certificate(s) of title must include both Borrowers' names as Owners with the word "AND" between their names. The word "OR" is unacceptable and must be corrected at the Titling Party's expense.

Party Responsible for Titling:

- I will personally submit title work to state for processing Titling Agency will submit title work to state for processing
 Dealer will submit title work to state for processing Trucking Company will submit title work to state for processing

Contact information for Titling Party:

Name _____
Street _____
City _____ State _____ Zip Code _____
Direct Phone Number: _____ Fax Number: _____
Email Address: _____

By signing below, I agree (1) to title the Equipment as set forth above; (2) that even if not personally submitting the title work to state, I am responsible for ensuring that the Titling Party designated above will apply for title(s) immediately upon disbursement of funds; (3) I have confirmed that the current party holding the original title(s) or Certificate(s) of Origin for the titled equipment referenced above will deliver them to my designated Titling Party immediately upon funding; and (4) Titling Party agrees to send a copy of the processed title application receipt as endorsed by the applicable State to the address set forth below within thirty business days of funds being disbursed:

Wells Fargo Equipment Finance, Inc.
Attn: Title Administration Department
733 Marquette Ave, Suite 700
Minneapolis, MN 55402

Customer: City of Rapid City

By

Title