Gladwin County
Debt Service Report for 2019

Debt Type	Balance January 1, 2019	Additions	Deductions	Balance December 31, 2019	Due within One Year	Origional Issue Amount	Origional Issue Date	Interest Rates	Repayment Source
Primary Government:									
Governmental Activities:									
7 Installment Purchase Agreement	$ -	$ 1,335,750.00	$ -	$ 1,335,750.00	$ 157,527.60	$ 1,335,750.00	7/24/2019	3.25%	Operating Income
Compensated absences	$ 193,714.00	$ 27,722.00		$ 221,436.00	$ -	On going	On going	None	Operating Income
	$ 193,714.00	$ 1,363,472.00	$ -	$ 1,557,186.00	$ 157,527.60				
Business-type activities:									
1 2017 Tax Note, Series 2018	$ 1,090,000.00	$ -	$ 1,090,000.00	$ -	$ -	$ 2,100,000.00	Jun-18	Variable	Delinquent Taxes and Fees
2 2018 Tax Note, Series 2019	$ -	$ 2,300,000.00	$ 1,390,000.00	$ 910,000.00	$ 910,000.00	$ 2,300,000.00	Jun-19	Variable	Delinquent Taxes and Fees
Total - Primary Government	$ 1,283,714.00	$ 3,663,472.00	$ 2,480,000.00	$ 2,467,186.00	$ 1,067,527.60				
Component Units:									
3 Installment purchase agreements - Road Comm	$ 348,890.00	$ -	$ 43,495.00	$ 305,395.00	$ 38,513.00	Various	Various		Operating Income
4 Michigan Transportation Bond - Rd Comm	$ 785,000.00	$ -	$ 125,000.00	$ 660,000.00	$ 130,000.00	$ 1,285,000.00	10/9/2012	1.84%	Operating Income
5 Water Supply & Sewer Disposal, Series 1996	$ 195,000.00	$ -	$ 95,000.00	$ 100,000.00	$ 100,000.00	$ 1,005,000.00	7/26/2007	3.95 to 4.550%	City water/sewer charges
6 Chappel Dam Drain Note	$ 885,000.00	$ -	$ 150,000.00	$ 735,000.00	$ 100,000.00	$ 1,745,000.00	4/1/2009	4.00 to 6.00%	Special Assessments
Compensated absences - Road Commission	$ 205,177.00	$ 34,837.00	$ -	$ 240,014.00	$ 18,485.00	On going	On going	None	Operating Income
Compensated absences - Transit Authority	$ 34,833.00	$ 2,603.00		$ 37,436.00	$ -	On going	On going	None	Operating Income
Total - Component Units	$ 2,453,900.00	$ 37,440.00	$ 413,495.00	$ 2,077,845.00	$ 386,998.00				

NOTE 6 - LONG-TERM DEBT

Primary Government

General obligation and revenue bonds and notes are direct obligations and pledge the full faith and credit of the government. These bonds are generally issued as 5 to 20-year serial bonds with varying amounts of principal maturing each year. General obligation and revenue bonds and notes currently outstanding are as follows:

Long-term liability activity for the year ended December 31, 2019 was as follows:

	Interest Rate	Principal Matures	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental Activities:							
9 Installment Purchase Agreement	3.25%	2029	$ -	$ 1,335,750	$ -	$ 1,335,750	$ 115,043
Vested Employee Benefits			193,714	27,722	-	221,436	-
Total Governmental Activities			193,714	1,363,472		1,557,186	115,043
Business-type Activities:							
1 General Obligation Limited Tax Notes	Variable	2019	1,090,000	-	1,090,000	-	-
2 General Obligation Limited Tax Notes	Variable	2020	-	2,300,000	1,390,000	910,000	910,000
Total Business-type Activities			1,090,000	2,300,000	2,480,000	910,000	910,000
Total Primary Long-Term Debt			$ 1,283,714	$ 3,663,472	$ 2,480,000	$ 2,467,186	$ 1,025,043

Annual debt service requirements to maturity for the above obligations are as follows:

	Governmental Activities		Business-type Activities	
Year End December 31	Principal	Interest	Principal	Interest
2020	$ 115,043	$ 42,485	$ 910,000	$ -
2021	118,812	38,715	-	-
2022	122,705	34,823	-	-
2023	126,725	30,802	-	-
2024	130,877	26,650	-	-
2025-2029	721,588	66,051	-	-
Total	$ 1,335,750	$ 239,526	$ 910,000	$ -

Component Units

The long-term debt and other long-term obligations of the County's component units, and the changes therein, are summarized as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
Road Commission:					
3 Installment Purchase Agreements	$ 348,890	$ -	$ 43,495	$ 305,395	$ 38,513
11 Bonds Payable	785,000	-	125,000	660,000	130,000
Vested Employee Benefits	205,177	34,837	-	240,014	18,485
Total Road Commission Long-term Debt	$ 1,339,067	$ 34,837	$ 168,495	$ 1,205,409	$ 186,998

101 Energy Updates/Upgrades
Signature Bank

Date	Description	JE #	Principal	Interest	Interest Rate	Total
			101-000-307-000	101-000-995-000		Owed
07/24/19	Beginning Balance		1,335,750.00			1,335,750.00
						1,335,750.00
						1,335,750.00
						1,335,750.00
						1,335,750.00
						1,335,750.00
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						1,335,750.00
						1,335,750.00
						1,335,750.00
						1,335,750.00
						1,335,750.00
	Debt owed for Operating Note		1,335,750.00			1,335,750.00
	Total Paid to Date		0.00	0.00		

TRUE

2

Central Michigan Department of Health LED Upgrades	23,500.00
Gladwin County Engineered Drawings (By Certified Engineer)	31,250.00
	1,535,750.00

EQUIPMENT LOCATION: The locations set forth above. The Lease Proceeds are being deposited into an Escrow Fund as of : Commencement Date, specific locations and items of Equipment will be as more fully set forth on each Disbursement Request orm and Acceptance Certificate provided in connection herewith and approved by Lessor.

PAYMENT SCHEDULE: The Rental Payments shall be made for the Equipment as follows:

Payment Number	Date Due		Total Rental Payment Due	Interest Component	Principal Component	Prepayment Price*
Loan	7/24/2019	1,335,750.00	0.00	0.00	0.00	1,375,822.50
1	1/24/2020 al 100,000		78,763.80	21,705.95	57,057.85	1,317,052.91
2	7/24/2020		78,763.80	20,778.75	57,985.05	1,257,328.31
3	1/24/2021		78,763.80	19,836.50	58,927.30	1,196,633.19
4	7/24/2021		78,763.80	18,878.93	59,884.87	1,134,951.78
5	1/24/2022		78,763.80	17,905.79	60,858.01	1,072,268.03
6	7/24/2022		78,763.80	16,916.86	61,846.94	1,008,565.68
7	1/24/2023		78,763.80	15,911.84	62,851.96	943,828.16
8	7/24/2023		78,763.80	14,890.50	63,873.30	878,038.66
9	1/24/2024		78,763.80	13,852.56	64,911.24	811,180.08
10	7/24/2024		78,763.80	12,797.75	65,966.05	743,235.05
11	1/24/2025		78,763.80	11,725.80	67,038.00	674,185.91
12	7/24/2025		78,763.80	10,636.43	68,127.37	604,014.72
13	1/24/2026		78,763.80	9,529.36	69,234.44	532,703.25
14	7/24/2026		78,763.80	8,404.30	70,359.50	460,232.96
15	1/24/2027		78,763.80	7,260.96	71,502.84	386,585.04
16	7/24/2027		78,763.80	6,099.04	72,664.76	311,740.34
17	1/24/2028		78,763.80	4,918.24	73,845.56	235,679.41
18	7/24/2028		78,763.80	3,718.24	75,045.56	158,382.48
19	1/24/2029		78,763.80	2,498.75	76,265.05	79,829.48
20	7/24/2029		78,763.80	1,259.45	77,504.35	0.00
	Grand Totals:	**1,335,750.00**	**1,575,276.00**	**239,526.00**	**1,335,750.00**	

** Assumes that all rental payments and other amounts due on and prior to that date have been paid.*

4. **INTEREST RATE:** 3.25 %

5. **COMMENCEMENT DATE:** JULY 24, 2019 Interest, if any, accruing from the Commencement Date to the actual date of funding shall be retained by Lessor as additional consideration for entering into this Equipment Schedule.

6. **SCHEDULED LEASE TERM:** 10 years

7. **OPTIONAL PREPAYMENT COMMENCEMENT DATE:** JULY 24, 2019.

8. **FISCAL YEAR:** Lessee's current Fiscal Year extends from July 1, 2019 and ends June 30, 2020.

9. Lessee hereby represents, warrants, and covenants that (i) its representations, warranties, and covenants set forth in the Master Equipment Lease-Purchase Agreement (particularly Paragraph 7 thereof) are true and correct as though made on the date of

(7)

INDEX TO LEGAL DOCUMENTS

BANK-QUALIFIED, APPROPRIATION-BASED

TAX-EXEMPT MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

DATED JULY 24, 2019 BY AND BETWEEN

SIGNATURE PUBLIC FUNDING CORP.
And
COUNTY OF GLADWIN, MICHIGAN

Lease Documents:

Tab 1:	Master Equipment Lease-Purchase Agreement;
Tab 2:	Exhibit A - Equipment Schedule;
Tab 3:	Exhibit B - Acceptance Certificate;
Tab 4:	Exhibit C-1 - Insurance Coverage Request;
Tab 5:	Exhibit C-2 - Self-Insurance Rider (if applicable); Exhibit C-3 - Questionnaire for Self-Insurance (If applicable);
Tab 6:	Exhibit D - Essential Use Certificate;
Tab 7:	Exhibit E - Incumbency Certificate;
Tab 8:	Exhibit F - Form of Opinion of Lessee's Counsel;
Tab 9:	Exhibit G - Bank Qualified Designation
Tab 10:	Exhibit H - Tax Certificate;
Tab 11:	Exhibit I - Escrow Agreement
Tab 12:	Exhibit J: - Form of Sample Resolution of Lessee;
Tab 13:	UCC-1 - Financing Statement with attached Schedule A;
Tab 14:	Form 8038-G;
Tab 15:	Closing Memorandum/Payment Proceeds Direction; and
Tab 16:	Vendor Invoices, Vendor Contract & Pay and Performance Bond

Signature

SIGNATURE
PUBLIC FUNDING

(7)

SIGNATURE PUBLIC FUNDING CORP.

MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT NO. 500_184_____

This **MASTER EQUIPMENT LEASE –PURCHASE AGREEMENT** (the "Agreement"), dated as of July 24, 2019 is made and entered into by and between **SIGNATURE PUBLIC FUNDING CORP.**, a New York corporation, as lessor (the "Lessor"), and **COUNTY OF GLADWIN, MICHIGAN**, a County of the State of Michigan (the "State"), which is a political subdivision as defined under the Code, as lessee ("Lessee").

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. The following terms have the meanings specified below.

"Acceptance Certificate" means each Acceptance Certificate delivered by Lessee as part of an Equipment Schedule certifying as to the delivery, installation and acceptance of Equipment.

"Agreement" means this Master Equipment Lease-Purchase Agreement "Agreement Date" means the date first written above.

"Code" means the Internal Revenue Code of 1986, as amended, together with Treasury Regulations promulgated from time to time thereunder.

"Default Rate" means the lesser of 9% per annum, or the maximum rated permitted by law.

"Equipment" means all items of property described in Equipment Schedules and subject to this Agreement.

"Equipment Group" means each group of Equipment listed in a single Equipment Schedule.

"Equipment Schedule" means each sequentially numbered schedule executed by Lessor and Lessee with respect to Equipment Group.

"Escrow Account" means the equipment acquisition account, if any, established by Lessor and Lessee with the Escrow Agent pursuant to the Escrow Agreement.

"Escrow Agent" means Signature Bank or, if applicable, any other mutually agreeable escrow agent identified under the Escrow Agreement for any applicable Lease hereunder.

"Escrow Agreement" means the Escrow Deposit Agreement, substantially in the form of Exhibit I hereto, or another mutually agreeable form of escrow agreement to be executed by Lessor, Lessee and the Escrow Agent upon the first funding of an Equipment Schedule using the procedure described in Section 2.4.

"Events of Default" means those events described in Section 12.1.

"Fiscal Year" means each 12-month fiscal period of Lessee.

"Funding Date" means, with respect to each Lease, the date Lessor makes payment to the Vendor(s) named in the related Equipment Schedule or reimburses Lessee for the purchase price of the related Equipment Group or, if the procedure described in Section 2.4 is utilized, the date Lessor deposits funds equal to such purchase price into the Escrow Account.

"Interest" means the portion of a Rental Payment designated as and comprising interest as provided in a Payment Schedule.

"Lease" means, with respect to each Equipment Group, this Agreement and the Equipment Schedule together with all exhibits, certificates and deliverables relating thereto, which together shall constitute a separate contract between Lessor and Lessee relating to such Equipment Group.

"Lease Date" means, with respect to each Lease, the date so designated in the related Equipment Schedule.

"Lease Term" means, with respect to each Equipment Group, the period during which the related Lease is in effect as specified in Section 3.1.

"Net Proceeds" means any insurance proceeds or condemnation awards paid with respect to any Equipment remaining after payment therefrom of all expenses incurred in the collection thereof.

"Non-Appropriation" means the failure of Lessee, Lessee's governing body, or, if applicable, the governmental entity from which Lessee obtains its operating and/or capital funds to appropriate money for any Fiscal Year sufficient for the continued payment and/or performance by Lessee of all of Lessee's obligations under this Agreement, as evidenced by the passage of an ordinance or resolution prohibiting Lessee from performing its obligations under this Agreement with respect to any Equipment and/or budget, and from using properly appropriated and/or legally available funds to pay any Rental Payments due under this Agreement during any Fiscal Year.

"Payment Date" means each date upon which a Rental Payment is due and payable as provided in a Payment Schedule.

"Payment Schedule" means the schedule of Rental Payments attached to an Equipment Schedule.

"Principal" means the portion of any Rental Payment designated as and comprising principal as provided in a Payment Schedule.

"Prepayment Price" means the amount so designated and set forth opposite a Payment Date in a Payment Schedule indicating the amount for which Lessee may purchase the related Equipment Group as of such Payment Date after making the Rental Payment due on such Payment Date.

"Rental Payment" means each payment due from Lessee to Lessor on a Payment Date.

"Specifications" means the bid specifications and/or purchase order pursuant to which Lessee has ordered any Equipment from a Vendor.

"State" means the state or commonwealth in which Lessee is situated as set forth in the preamble above.

"Vendor" means each of the manufacturers or vendors from which Lessee has ordered or with which Lessee has contracted for the manufacture, delivery and/or installation of the Equipment.

Section 1.2. Exhibits.

Exhibit A:	Equipment Schedule including Payment Schedule.
Exhibit B:	Acceptance Certificate.
Exhibit C-1:	Confirmation of Outside Insurance.
Exhibit C-2:	Self-Insurance Rider and Lessor Consent (if applicable).
Exhibit C-3:	Questionnaire for Self-Insurance (if applicable).
Exhibit D:	Essential Use Certificate (unless waived).
Exhibit E:	Incumbency Certificate.
Exhibit F:	Form of Opinion of Counsel to Lessee.
Exhibit G:	Bank-Qualified Designation (if applicable).
Exhibit H:	Tax Certificate.
Exhibit I:	Escrow Deposit Agreement (together with Disbursement Request Form).
Exhibit J:	Form of Resolution of the Governing Body of Lessee relating to each Lease.

ARTICLE II. LEASE OF EQUIPMENT

Section 2.1. Acquisition of Equipment. Prior to the addition of any Equipment Group, Lessee shall provide Lessor with a description of the equipment proposed to be subject to a Lease hereunder, including the cost and vendor of such equipment, the expected delivery date and the desired lease terms for such equipment, and such other information as the Lessor may require. If Lessor, in its sole discretion, determines the proposed equipment may be subject to a Lease hereunder, Lessor shall furnish to Lessee a proposed Equipment Schedule relating to the Equipment Group for execution by Lessee and then Lessor. By execution hereof, Lessor has made no commitment to lease any equipment to Lessee.

Section 2.2. Disbursement. Lessor shall have no obligation to make any disbursement to a Vendor or reimburse Lessee for any payment made to a Vendor for an Equipment Group (or, if the escrow procedure described in Section 2.4 hereof is utilized, consent to a disbursement by the Escrow Agent) until five (5) business days after Lessor has received all of the following in form and substance satisfactory to Lessor: (a) a completed Equipment Schedule executed by Lessee; (b) an Acceptance Certificate in the form included with Exhibit B hereto; (c) a resolution or evidence of other

official action taken by or on behalf of the Lessee to authorize the acquisition of the Equipment Group on the terms provided in such Equipment Schedule; (d) a Tax Certificate in the form of Exhibit H (as applicable) attached hereto; (e) evidence of insurance with respect to the Equipment Group in compliance with Article VII of this Agreement; (f) Vendor invoice(s) and/or bill(s) of sale relating to the Equipment Group, and if such invoices have been paid by Lessee, evidence of payment thereof and evidence of official intent to reimburse such payment as required by the Code; (g) financing statements naming Lessee as debtor and/or the original certificate of title or manufacturer's certificate of origin and title application, if any, for any Equipment which is part of such Equipment Group and is subject to certificate of title laws; (h) a completed and executed Form 8038-G or 8038-GC, as applicable, or evidence of filing thereof with the Secretary of Treasury; (i) an opinion of counsel to the Lessee substantially in the form of Exhibit F hereto, and (j) any other documents or items reasonably required by Lessor.

Section 2.3. Lease; Possession and Use. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth herein. Lessee shall have quiet use and enjoyment of and peaceably have and hold each Equipment Group during the related Lease Term, except as expressly set forth in this Agreement.

Section 2.4. Escrow Procedure. If Lessor and Lessee agree that the cost of an Equipment Group is to be paid from an Escrow Account: (a) Lessor and Lessee shall execute an Escrow Agreement substantially in the form of Exhibit I or such other form as may be mutually agreeable by the parties thereto; (b) Lessor and Lessee shall execute an Equipment Schedule relating to such Equipment Group; and (c) Lessor shall deposit an amount equal to the cost of the Equipment Group into the Escrow Account. All amounts deposited by Lessor into the Escrow Account shall constitute a loan from Lessor to Lessee secured by proceeds in such Escrow Account and, when such funds are used to acquire the Equipment, shall be repaid by the Rental Payments due under the related Lease.

ARTICLE III. TERM

Section 3.1. Term. This Agreement shall be in effect from the Agreement Date until the earliest of (a) termination under Section 3.2 or (b) termination under Section 12.2; provided, however, no Equipment Schedules shall be executed after any Non-Appropriation or Event of Default. Each Lease with respect to an Equipment Group shall be in effect for a Lease Term commencing upon the Lease Date and ending as provided in Section 3.4.

Section 3.2. Termination by Lessee. In the sole event of Non-Appropriation, this Agreement and each Lease hereunder shall terminate, in whole, but not in part, as to all Equipment effective upon the last day of the Fiscal Year for which funds were appropriated, in the manner and subject to the terms specified in this Article. Lessee may affect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of such termination not less than ninety (90) days prior to the end of the Fiscal Year for which appropriations were made, and shall notify Lessor of any anticipated termination. In the event of termination of this Agreement as provided in this Section, Lessee shall comply with the instructions received from Lessor in accordance with Section 12.3. Lessor agrees that it shall not deliberately cause an event of Non-Appropriation so as to permit Lessee to terminate this Agreement or any Lease hereunder in order to acquire any other equipment or obtain funds directly or indirectly to perform essentially the same application for the Equipment is intended.

Section 3.3. Effect of Termination. Upon termination of this Agreement as provided in Section 3.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due in succeeding Fiscal Years, but if Lessee has not complied with the instructions received from Lessor in accordance with Section 12.3, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments that would thereafter have come due if this Agreement had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 3.4. Termination of Lease Term. The Lease Term with respect to any Lease will terminate upon the occurrence of the first of the following events: (a) the termination of this Agreement by Lessee in accordance with Section 3.2; (b) the payment of the Prepayment Price by Lessee pursuant to Article V; (c) an Event of Default by Lessee and Lessor's election to terminate such Lease pursuant to Article XII; or (d) the payment by Lessee of all Rental Payments and all other amounts authorized or required to be paid by Lessee pursuant to such Lease.

ARTICLE IV. RENTAL PAYMENTS

Section 4.1. Rental Payments. The Lessee agrees to pay the Rental Payments due as specified in the Payment Schedule set forth on any Equipment Schedule hereto, the form of which is attached as Exhibit A. A portion of each Rental Payment is paid as interest as specified in the Payment Schedule of each lease, and the first Rental Payment will include Interest accruing from the Funding Date. Lessor is authorized to insert the due date of the first Rental Payment

in the Payment Schedule. All Rental Payments shall be paid to Lessor, or to such assignee(s) Lessor has assigned as stipulated in Article XI, at such places as Lessor or such assignee(s) may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments with lawful money of the United States of America from moneys legally available therefor.

Section 4.2. Current Expense. The obligations of Lessee, including its obligation to pay the Rental Payments due in any Fiscal Year of a Lease Term, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for the benefit of Lessee for this Agreement and the Net Proceeds of the Equipment) to the payment of any Rental Payment or other amount coming due hereunder.

Section 4.3. Unconditional Rental Payments. Notwithstanding Lessee's right to terminate as provided in Section 3.2, Lessee's obligation to make Rental Payments shall be absolute and unconditional. Also, any other payments required hereunder shall be absolute and unconditional. Lessee shall make these payments when due and shall not withhold any of these payments pending final resolution of any disputes. The Lessee shall not assert any right of set-off or counterclaim against its obligation to make these payments. Lessee's obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment. The Lessee shall be obligated to continue to make payments required of it by this Agreement if title to, or temporary use of, the Equipment or any part thereof shall be taken under exercise of the power of eminent domain.

ARTICLE V. OPTION TO PREPAY

Section 5.1. Option to Prepay. Lessee shall have the option to prepay its obligations under any Lease in whole but not in part on any Payment Date on or after the Prepayment Option Commencement Date for the then applicable Prepayment Price (which may include a prepayment fee) as set forth in the related Payment Schedule, provided there has been no Non-Appropriation or Event of Default.

Section 5.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to all Rental Payments and any other amounts then due or past due under the related Lease (including the Rental Payment due on the Payment Date on which the option shall be effective) and the applicable Prepayment Price set forth in the related Payment Schedule. In the event that all such amounts are not received by Lessor on such Payment Date, such notice by Lessee of exercise of its option to prepay shall be void and the related Lease shall continue in full force and effect.

Section 5.3. Release of Lessor's Interest. Upon receipt of the Prepayment Price in good funds with respect to any Equipment Group, the Lease with respect to such Equipment Group shall terminate and Lessee shall become entitled to such Equipment Group AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that such Equipment Group shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VI. REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 6.1. Representations and Warranties of Lessee. Lessee represents and warrants as of the Agreement Date and as of each Lease Date as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Agreement, each Lease and the transactions contemplated hereby and thereby, and to perform all of its obligations under this Agreement and each Lease.

(b) The execution and delivery of this Agreement and each Lease have been duly authorized by all necessary action of Lessee's governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement, each Lease and the acquisition and financing of the Equipment by Lessee.

(c) This Agreement and each Lease have been duly executed and delivered by and constitutes the valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms.

(d) The execution, delivery and performance of this Agreement and each Lease by Lessee shall not (i) violate any State or federal law or local law or ordinance (including, without limitation, any public bidding, open meeting, notice, and procurement requirements), or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.

(e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or any Lease or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement or any Lease.

(f) Lessee will furnish Lessor (i) within 180 days after the end of each Fiscal Year of Lessee, a copy of its audited financial statements for such Fiscal Year, which audited financial statements shall include a balance sheet, a statement of revenues, expenses and changes in fund balances for budget and actual, a statement of cash flows, notes, schedules and any attachments to the financial statements; (ii) no later than 10 days prior to the end of each Fiscal Year (commencing with the current Fiscal Year), a copy of Lessee's current budget or other proof of appropriation for the ensuing Fiscal Year; (iii) promptly after Lessor's written request, a copy of any interim updates or modifications to Lessee's adopted budget and such other information relating to Lessee's ability to continue the Lease Term of each Lease for such Fiscal Year as may be reasonably requested by Lessor; and (iv) promptly, but not later than 30 days after such information is available, after Lessor's written request, such other financial statements and information as Lessor may reasonably request, including, without limitation, any information relating to the measurement and verification of proposed or guaranteed energy savings. The financial statements described in clause (f)(i) shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(g) Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during the current Fiscal Year, and such moneys will be applied in payment of all Rental Payments due and payable during such current Fiscal Year.

(h) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the applicable Lease Term. Lessee presently intends to continue each Lease hereunder for its entire Lease Term and to pay all Rental Payments relating thereto.

Section 6.2. Covenants of Lessee. Lessee agrees that so long as any Rental Payments or other amounts due under this Agreement remain unpaid:

(a) Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition would change or impair the originally intended functions, value or use of such Equipment.

(b) Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably necessary to perform maintenance on the Equipment in the event of failure by Lessee to perform its obligations hereunder.

(c) Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or other claim with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such claim.

(d) The person or entity in charge of preparing Lessee's budget will include in the budget request for each Fiscal Year the Rental Payments to become due during such Fiscal Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay all Rental Payments coming due therein. Lessor acknowledges that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform. Lessee acknowledges that this Agreement does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the applicable Lease Terms.

(e) Lessee shall assure that its obligation to pay Rental Payments is not directly or indirectly secured by any interest in property, other than the Equipment, and that the Rental Payments will not be directly or indirectly secured by or derived from any payments of any type or any fund other than Lessee's general purpose fund.

(f) Upon Lessor's request, Lessee shall provide Lessor with current financial statements, budgets, and proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Agreement and each Lease as may be reasonably requested by Lessor.

(g) Lessee shall promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

Section 6.3. Tax Related Representations, Warranties and Covenants.

(a) *Incorporation of Tax Certificate.* As of each Lease Date and with respect to each Lease, Lessee makes each of the representations, warranties and covenants contained in the Tax Certificate delivered with respect to such Lease. By this reference each such Tax Certificate is incorporated in and made a part of this Agreement.

(b) *Event of Taxability.* If Lessor either (i) receives notice, in any form, from the Internal Revenue Service or (ii) reasonably determines, based on an opinion of a nationally recognized independent tax counsel, that Lessor may not exclude, for any reason, any Interest (or portion thereof) paid under any Lease from its Federal gross income and/or should any State financial institutions tax or Federal income tax change materially affect Lessor's anticipated yield (an "Event of Taxability"), the Lessee shall pay to Lessor upon demand (x) an amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the Interest due through the date of such event), will restore to Lessor its anticipated after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of Rental Payments and reinvestment at the after-tax yield rate) on the transaction evidenced by such Lease through the date of such event and (y) as additional Rental Payments to Lessor on each succeeding Payment Date such amount as will maintain such anticipated after-tax yield to Lessor.

ARTICLE VII. INSURANCE AND RISK OF LOSS

Section 7.1. Liability and Property Insurance. Lessee shall, at its own expense, procure and maintain continuously in effect during each Lease Term: (a) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor and/or assigns from liability in all events, with a coverage of not less than $1,000,000 per occurrence and either $3,000,000 aggregate for non-titled Equipment or $5,000,000 aggregate for titled Equipment unless specified differently in the related Equipment Schedule, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Prepayment Price of each Equipment Group.

Section 7.2. Workers' Compensation Insurance. If required by State law, Lessee shall carry workers' compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

Section 7.3. Insurance Requirements.

(a) *Insurance Policies.* All insurance policies required by this Article shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any change in the coverage the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each insurance policy shall name Lessor and/or its assigns as an additional insured party and loss payee regardless of any breach of warranty or other act or omission of Lessee and shall include a lender's loss payable endorsement for the benefit of Lessor and/or is assigns. Prior to the delivery of Equipment, Lessee shall deposit with Lessor evidence satisfactory to Lessor of such insurance and, prior to the expiration thereof, shall provide Lessor evidence of all renewals or replacements thereof.

(b) *Self Insurance.* With Lessor's prior consent, Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a letter delivered to Lessor in form acceptable to Lessor.

(c) *Evidence of Insurance.* Lessee shall deliver to Lessor upon acceptance of any Equipment evidence of insurance which complies with this Article VII with respect to such Equipment to the satisfaction of Lessor, including, without limitation, the confirmation of insurance in the form of Exhibit C-1 attached hereto together with Certificates of Insurance, when available, or the Questionnaire for Self-Insurance Rider and Lessor Consent in the form of Exhibit C-2 attached hereto, as applicable.

(d) *Payment and Performance Bond.* If requested by Lessor, which will be solely in circumstances where the Equipment will not be fully delivered and accepted at the time of funding yet partial payment therefor has been or will be made by Lessor or from an Escrow Account, a payment and performance or other type of surety bond and dual obligee rider ("Bond") is required in form and substance and with such insurer as may be required by Lessor, and Lessee will keep such Bond in effect (or require the Vendor to keep such Bond in effect) and provide Lessor with a evidence of such Bond (and any applicable renewals thereof) at all times until the final Acceptance Certificate is delivered to the Lessor. No disbursements from the Escrow Account will be permitted without evidence of such Bond having been delivered to the Lessor.

Section 7.4. Risk of Loss. To the extent permitted by applicable laws of the State, as between Lessor and Lessee, Lessee assumes all risks and liabilities from any cause whatsoever, whether or not covered by insurance relating to any Lease hereunder, for loss or damage to any Equipment and for injury to or death of any person or damage to any

property. Whether or not covered by insurance, Lessee hereby assumes responsibility for and agrees to release, defend, and hold harmless Lessor from all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses, including reasonable attorneys' fees, imposed on, incurred by or asserted against Lessor that relate to or arise out of this Agreement, including but not limited to, (a) the selection, manufacture, purchase, acceptance or rejection of Equipment or the ownership of the Equipment, (b) the delivery, lease, possession, maintenance, use, condition, return or operation of the Equipment, (c) the condition of the Equipment sold or otherwise disposed of after possession by Lessee, (d) the conduct of Lessee, its officers, employees and agents, (e) a breach of Lessee of any of its covenants or obligations hereunder, (f) any claim, loss, cost or expense involving alleged damage to the environment relating to the Equipment, including, but not limited to investigation, removal, cleanup and remedial costs, and (g) any strict liability under the laws or judicial decisions of any state or the United States. This provision shall survive the termination of this Agreement. Nothing in this Section 7.4 shall be deemed to obligate Lessee to spend any monies with regards to the matters set forth herein that are not properly appropriated, designated for such purposes (e.g. insurance proceeds, warranty payments, self-insurance, reserve or sinking funds, etc.) and/or otherwise legally available. Nothing herein shall be deemed to (a) create an unconstitutional or illegal obligation on the part of the Lessee and (b) be a waiver of any constitutional or statutory waivers, rights, immunities, or privileges, Any provision or requirement of the Agreement which is determined or to be illegal, invalid, or unconstitutional shall be stricken solely to the extent of such invalidity with the remainder of the provisions of the Agreement to be in full force and effect.

Section 7.5. Destruction of Equipment. Lessee shall provide a complete written report to Lessor immediately upon any loss, theft, damage or destruction of any Equipment and of any accident involving any Equipment. Lessor may inspect the Equipment at any time and from time to time during regular business hours. If all or any part of the Equipment is stolen, lost, destroyed or damaged beyond repair or taken by an exercise of eminent domain ("Damaged Equipment"), Lessee shall within thirty (30) days after such event either: (a) replace the same at Lessee's sole expense with equipment having substantially similar Specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (b) pay the applicable Prepayment Price of the Damaged Equipment determined as set forth in the related Equipment Schedule. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If, within forty-five (45) days of the loss occurrence, (a) Lessee fails to notify Lessor; (b) Lessee and Lessor fail to execute an amendment to the applicable Equipment Schedule to delete the Damaged Equipment and add the replacement equipment or (c) Lessee has failed to pay the applicable Prepayment Price, then Lessor may, at its sole discretion, declare the applicable Prepayment Price of the Damaged Equipment, to be immediately due and payable from the Net Proceeds and any other legally available or proper appropriated funds. The Net Proceeds of insurance with respect to the Damaged Equipment shall be made available by Lessor to be applied to discharge Lessee's obligation under this Section.

ARTICLE VIII. OTHER OBLIGATIONS OF LESSEE

Section 8.1. Maintenance of Equipment. Lessee shall notify Lessor in writing prior to moving the Equipment to another address and shall otherwise keep the Equipment at the address specified in the related Equipment Schedule. Lessee shall, at its own expense, maintain the Equipment in proper working order and shall make all necessary repairs and replacements to keep the Equipment in such condition including compliance with State and federal laws. Any and all replacement parts must be free of encumbrances and liens. All such replacement parts and accessories shall be deemed to be incorporated immediately into and to constitute an integral portion of the Equipment and as such, shall be subject to the terms of this Agreement.

Section 8.2. Taxes. Lessee shall pay all taxes and other charges which are assessed or levied against the Equipment, the Rental Payments or any part thereof, or which become due during the Lease Term, whether assessed against Lessee or Lessor, except as expressly limited by this Section. Lessee shall pay all utilities and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body that may be secured by a lien on the Equipment. Lessee shall not be required to pay any federal, state or local income, succession, transfer, franchise, profit, excess profit, capital stock, gross receipts, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Section 8.3. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may take such action to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the Default Rate from the date of the advance to the date of repayment.

ARTICLE IX. TITLE

Section 9.1. Title. Except as may be modified on any Schedule hereto or solely if and to the extent as required by any

laws of the State, during the Lease Term, ownership and legal title of all Equipment and all replacements, substitutions, repairs and modification shall be in Lessee and Lessee shall take all action necessary to vest such ownership and title in Lessee. Lessor does not own the Equipment and by this Agreement and each Lease is merely financing the acquisition of such equipment for Lessee. Lessor has not been in the chain of title of the Equipment, does not operate, control or have possession of the Equipment and has no control over the Lessee or the Lessee's operation, use, storage or maintenance of the Equipment.

Section 9.2. Security Interest. Lessee hereby grants to Lessor a continuing, first priority security interest in and to the Equipment, all repairs, replacements, substitutions and modifications thereto and all proceeds thereof (including without limitation any Net Proceeds, warranty payments and guaranteed energy or other savings payments) and in the Escrow Account (if any) in order to secure Lessee's payment of all Rental Payments and the performance of all other obligations. Lessee hereby authorizes Lessor to prepare and file such financing statements and other such documents to establish and maintain Lessor's valid first priority lien and perfected security interest. Lessee will join with Lessor in executing such documents and will perform such acts as Lessor may request to establish and maintain Lessor's valid first priority lien and perfected security interest. Upon termination of a Lease through exercise of Lessee's option to prepay pursuant to Article V or through payment by Lessee of all Rental Payments and other amounts due with respect to an Equipment Group, Lessor's security interest in such Equipment Group shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request (at the Lessee's sole cost and expense) to evidence the termination of Lessor's security interest in such Equipment Group.

Section 9.3. Modification of Equipment. Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will change or impair the originally intended value, function or use of the Equipment.

Section 9.4. Personal Property. Except as permitted by Lessor in writing in connection to any Equipment Schedules, the Equipment is and shall at all times be and remain personal property and not fixtures.

ARTICLE X. WARRANTIES

Section 10.1. Selection of Equipment. Each Vendor and all of the Equipment have been selected by Lessee. Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, the acceptance by any Vendor or its sales representative of any order submitted, or any delay or failure by such Vendor or its sales representative to manufacture, deliver or install any Equipment for use by Lessee.

Section 10.2. Vendor's Warranties. Lessor hereby assigns to Lessee for and during the related Lease Term, all of its interest, if any, in all Vendor's warranties, guarantees and patent indemnity protection, express or implied issued on or applicable to an Equipment Group, and Lessee may obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessor has no obligation to enforce any Vendor's warranties or obligations on behalf of itself or Lessee.

Section 10.3. Disclaimer of Warranties. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY, AND MANUFACTURE SELECTED BY LESSEE. LESSEE ACKNOWLEDGES THAT IT SELECTED THE EQUIPMENT WITHOUT ASSISTANCE OF LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR IS NOT A MANUFACTURER OF THE EQUIPMENT OR A DEALER IN SIMILAR EQUIPMENT, AND DOES NOT INSPECT THE EQUIPMENT BEFORE DELIVERY TO LESSEE. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANT-ABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT OR LESSEE'S USE OF THE EQUIPMENT.

ARTICLE XI. ASSIGNMENT AND SUBLEASING

Section 11.1. Assignment by Lessor. Lessor, without Lessee's consent, may assign and reassign all of Lessor's right, title and/or interest in and to this Agreement or any Lease, including, but not limited to, the Rental Payments and other amounts payable by Lessee and Lessor's interest in the Equipment, in whole or in part to one or more assignees or subassignee(s) by Lessor at any time. No such assignment shall be effective as against Lessee unless and until written notice of the assignment is provided to Lessee. When presented with a notice of assignment, Lessee will acknowledge in writing receipt of such notice for the benefit of Lessor and any assignee. Lessee shall keep a complete and accurate record of all such assignments.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Agreement, nor any Lease nor any Equipment may

be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee without Lessor's express prior written consent.

ARTICLE XII. EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The occurrence of any of the following events shall constitute an Event of Default under this Agreement and each Lease:

(a) Lessee's failure to pay, within ten (10) days following the due date thereof, any Rental Payment or other amount required to be paid to Lessor (other than by reason of Non-Appropriation).

(b) Lessee's failure to maintain insurance as required by Article VII.

(c) With the exception of the above clauses (a) & (b), Lessee's failure to perform or abide by any condition, agreement or covenant for a period of thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration.

(d) Lessor's determination that any representation or warranty made by Lessee in this Agreement was untrue in any material respect upon execution of this Agreement or any Equipment Schedule.

(e) The occurrence of an Event of Taxability and Lessee's failure to comply with the provisions of Section 6.3(b).

(f) The filing of a petition in bankruptcy by or against Lessee, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental functions or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee.

Section 12.2. Remedies on Default. Upon the occurrence of any Event of Default, Lessor shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies:

(a) Lessor, with or without terminating this Agreement or any Lease, may declare all Rental Payments and the corresponding Prepayment Price due through the end of the current Fiscal Year to be immediately due and payable by Lessee, whereupon such Rental Payments and Prepayment Price shall be immediately due and payable, together with interest at the Default Rate, but solely from properly appropriated, legally available, or other funds designated for such purposes (e.g. insurance proceeds, warranty payments, self-insurance, guaranteed energy savings, reserve or sinking funds, etc.).

(b) Lessor, with or without terminating this Agreement or any Lease, may repossess any or all of the Equipment by giving Lessee written notice to deliver such Equipment in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where such Equipment is kept and take possession of such Equipment and charge Lessee for all actual and reasonable accrued costs incurred, including, without limitations, reasonable attorneys' fees and repossession and collection costs. Lessee hereby expressly waives any damages occasioned by such repossession except those resulting from Lessor's gross negligence or willful misconduct. If the Equipment or any portion has been destroyed, Lessee shall pay the applicable Prepayment Price of the destroyed Equipment as set forth in the related Payment Schedule, but solely from properly appropriated, legally available, or other funds designated for such purposes (e.g. insurance proceeds, warranty payments, self-insurance, reserve or sinking funds, etc.). Regardless of the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year.

(c) If Lessor terminates this Agreement and/or any Lease and, in its discretion, takes possession and disposes of any or all of the Equipment, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the applicable Prepayment Prices of the Equipment Groups; (v) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect: and (vi) interest on any of the foregoing at the Default Rate. Any disposition proceeds remaining after the requirements of Clauses (i), (ii), (iii), (iv), (v) and (vi) have been met shall be paid to Lessee.

(d) Lessor may take any other remedy available, at law or in equity, with respect to such Event of Default, including those sounding in mandamus, specific performance/enforcement, or otherwise requiring Lessee to perform any of its obligations or to pay any moneys due and payable to Lessor, and Lessee shall pay all actual and reasonable attorneys' fees and other costs and expenses incurred by Lessor in enforcing any remedy permitted and exercised hereunder together with interest at the Default Rate.

(e) Each of the foregoing remedies is cumulative and may be enforced separately or concurrently. All monetary damages and/or payment remedies set forth in this Section 12, shall be payable solely from properly appropriated, legally available, or other funds designated for such purposes (e.g. insurance proceeds, warranty payments, self-insurance, reserve or sinking funds, etc.). In no event shall the rights and remedies herein constitute a debt, illegal or unconstitutional undertaking of the Lessee or its governing body.

Section 12.3. Return of Equipment: Release of Lessee's Interest. Upon termination of any Lease prior to the

payment of all related Rental Payments or the applicable Prepayment Price (whether as result of Non-Appropriation or Event of Default), Lessee shall, within ten (10) days after such termination, at its own expense: (a) perform any testing and repairs required to place the related Equipment in the condition required by Article VIII; (b) if deinstallation, disassembly or crating is required, cause such Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) return such Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to return such Equipment in the manner designated, Lessor may repossess the Equipment without demand or notice and without court order or legal process and charge Lessee the costs of such repossession. Upon termination of this Agreement in accordance with Article III or Article XII hereof, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of the Equipment shall pass to Lessor. Lessee shall have no further interest therein. Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

Section 12.4 Late Charge. Lessor shall have the right to require late payment charge for each Rental or any other amount due hereunder which is not paid within 10 days of the date when due equal to the lesser of 5% of each late payment or the legal maximum. For any Rent Payment and other amount not paid within 30 days of the due date, Lessor shall have the right to resume interest thereof at the Default Rate which shall accrue from the due date. This Section is only applicable to the extent it does not affect the validity of this Agreement.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

Section 13.1. Notices. All written notices to be given under this Agreement shall be given by mail to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid, or, if given by other means, when delivered at the address specified in this Section 13.1.

Section 13.2. Binding Effect. This Agreement and each Lease hereunder shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to which Lessor has assigned its right to receive Rental Payments under any Lease.

Section 13.3. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.4. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

Section 13.5. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses hereof.

Section 13.6. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Agreement. Lessee hereby authorizes Lessor to file any financing statement or supplements thereto as may be reasonably required for correcting any inadequate description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Agreement

Section 13.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.8. Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein or in any Equipment Schedule, in no event shall this Agreement or any Lease hereunder require the payment or permit the collection of Interest or any amount in the nature of Interest or fees in excess of the maximum amount permitted by applicable law. Any such excess Interest or fees shall first be applied to reduce Principal, and when no Principal remains, refunded to Lessee. In determining whether the Interest paid or payable exceeds the highest lawful rate, the total amount of Interest shall be spread through the applicable Lease Term so that the Interest is uniform through such term.

Section 13.9. Lessee's Performance. A failure or delay of Lessor to enforce any of the provisions of this Agreement or any Lease shall in no way be construed to be a waiver of such provision.

Section 13.10. Waiver of Jury Trial. Except as prohibited by the laws and/or constitution of the State, Lessor and Lessee hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising

out of this Agreement.

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EXECUTION PAGE OF MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

LEASE NUMBER 500 184

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its name by its duly authorized officer.

COUNTY OF GLADWIN, MICHIGAN,
Lessee

By: Christy Van Tiem
Name: Christy Van Tiem
Title: County Treasurer
Date: 7/23/19

Address: 401 West Cedar Avenue
Gladwin, MI 48624

Telephone: (989) 426-7251
Facsimile:
Email: christy.vantiem@~~gmail.com~~ gladwincounty-mi.gov

SIGNATURE PUBLIC FUNDING CORP.
Lessor

By:
Name: Donald S. Keough
Title: Senior Managing Director
Date:

Address: 600 Washington Avenue, Suite 305
Towson, MD 21204

Telephone: 410-704-0027
Facsimile: 646-927-4005
Email:
spfinquries@signatureNY.com

Invoices:

Mail please 30 days prior to:

E-mail please [ ] days prior to: christy.vantiem@gmail.com

Address:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. You acknowledge and agree to cooperate with any information that may be requested by us in order to comply with the United States Patriot Act, OFAC and/or BSA regulations. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Counterpart No. 2 of two manually executed and serially numbered counterparts. To the extent that this Master Agreement constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A: LEASE SCHEDULE

EQUIPMENT SCHEDULE 001 DATED JULY 24, 2019

This Equipment Schedule 001 dated as of July 24, 2019 ("Equipment Schedule") is made to and part of that certain Master Equipment Lease-Purchase Agreement dated as of July 24, 2019 (the "Master Agreement," and together with the Equipment Schedule, the "Lease"), and the terms, conditions and provisions of the Master Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules or if they are expressly superseded in this Equipment Schedule) are hereby incorporated into this Equipment Schedule by reference and made a part hereof. This Lease is a separate and individual instrument of lease.

1. DESCRIPTION OF THE EQUIPMENT:

HVAC Energy Management Equipment, together with all accessories, attachments, substitutions, embedded software, replacements, additions, modifications, upgrades, and improvements thereto (collectively the "Equipment") accessions, installed and acquired pursuant to that Master Agreement for Operational and Energy Efficiency Upgrades dated June 25, 2019 (the "Vendor Contract") between Brano Enterprises (the "Vendor") and County of Gladwin, Michigan and financed by this Equipment Schedule dated July 24, 2019 to that Agreement dated June 24, 2019 by and between Signature Public Funding Corp. and the County of Gladwin, Michigan, including, without limitation, the following:

DESCRIPTION OF THE EQUIPMENT:	COST	ADDRESS
System Scope Gladwin County Courthouse Chiller Replacement	219,500.00	
Gladwin County Courthouse Boiler Replacement/Fan Coil Replacement/Asbestos Removal	389,750.00	
Gladwin County Courthouse Building Management System	149,500.00	
Gladwin County Courthouse LED Replacement	41,500.00	
Gladwin County Courthouse Window and Door Replacement	390,000.00	
Gladwin County Jail Boiler Replacement/Asbestos Removal	146,750.00	
Gladwin County Jail Building Management System	45,500.00	
Gladwin County Jail LED Upgrades	24,750.00	
Gladwin County Veterans Affairs Office Building Management System	25,500.00	
Gladwin County Veterans Affairs Office LED Upgrades	30,500.00	
Central Michigan District Health Department Building Management System	17,750.00	

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Central Michigan Department of Health LED Upgrades	23,500.00
Gladwin County Engineered Drawings (By Certified Engineer)	31,250.00
	1,535,750.00

2. **EQUIPMENT LOCATION:** The locations set forth above. The Lease Proceeds are being deposited into an Escrow Fund as of the Commencement Date, specific locations and items of Equipment will be as more fully set forth on each Disbursement Request Form and Acceptance Certificate provided in connection herewith and approved by Lessor.

3. **PAYMENT SCHEDULE:** The Rental Payments shall be made for the Equipment as follows:

Payment Number	Date Due		Total Rental Payment Due	Interest Component	Principal Component	Prepayment Price*
Loan	7/24/2019	1,335,750.00	0.00	0.00	0.00	1,375,822.50
1	1/24/2020		78,763.80	21,705.95	57,057.85	1,317,052.91
2	7/24/2020		78,763.80	20,778.75	57,985.05	1,257,328.31
3	1/24/2021		78,763.80	19,836.50	58,927.30	1,196,633.19
4	7/24/2021		78,763.80	18,878.93	59,884.87	1,134,951.78
5	1/24/2022		78,763.80	17,905.79	60,858.01	1,072,268.03
6	7/24/2022		78,763.80	16,916.86	61,846.94	1,008,565.68
7	1/24/2023		78,763.80	15,911.84	62,851.96	943,828.16
8	7/24/2023		78,763.80	14,890.50	63,873.30	878,038.66
9	1/24/2024		78,763.80	13,852.56	64,911.24	811,180.08
10	7/24/2024		78,763.80	12,797.75	65,966.05	743,235.05
11	1/24/2025		78,763.80	11,725.80	67,038.00	674,185.91
12	7/24/2025		78,763.80	10,636.43	68,127.37	604,014.72
13	1/24/2026		78,763.80	9,529.36	69,234.44	532,703.25
14	7/24/2026		78,763.80	8,404.30	70,359.50	460,232.96
15	1/24/2027		78,763.80	7,260.96	71,502.84	386,585.04
16	7/24/2027		78,763.80	6,099.04	72,664.76	311,740.34
17	1/24/2028		78,763.80	4,918.24	73,845.56	235,679.41
18	7/24/2028		78,763.80	3,718.24	75,045.56	158,382.48
19	1/24/2029		78,763.80	2,498.75	76,265.05	79,829.48
20	7/24/2029		78,763.80	1,259.45	77,504.35	0.00
	Grand Totals:	**1,335,750.00**	**1,575,276.00**	**239,526.00**	**1,335,750.00**	

** Assumes that all rental payments and other amounts due on and prior to that date have been paid.*

4. **INTEREST RATE:** 3.25 %

5. **COMMENCEMENT DATE:** JULY 24, 2019 Interest, if any, accruing from the Commencement Date to the actual date of funding shall be retained by Lessor as additional consideration for entering into this Equipment Schedule.

6. **SCHEDULED LEASE TERM:** 10 years

7. **OPTIONAL PREPAYMENT COMMENCEMENT DATE:** JULY 24, 2019.

8. **FISCAL YEAR:** Lessee's current Fiscal Year extends from July 1, 2019 and ends June 30, 2020.

9. Lessee hereby represents, warrants, and covenants that (i) its representations, warranties, and covenants set forth in the Master Equipment Lease-Purchase Agreement (particularly Paragraph 7 thereof) are true and correct as though made on the date of

execution of this Equipment Schedule, and (ii) sufficient funds have been appropriated by Lessee for the payment of all Rental Payments due under this Lease during Lessee's current Fiscal Year. Funds for making Rental Payments are expected to come from the General Fund of the Lessee.

[*Signature Pages to Follow.*]

IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS EQUIPMENT SCHEDULE AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE

COUNTY OF GLADWIN, MICHIGAN
as Lessee

By: _____
Name: Christy Van Vlein
Title: County Treasurer

SIGNATURE PUBLIC FUNDING CORP.,
as Lessor

By: _____
Name: Donald S. Keough
Title: Senior Managing Director

Counterpart No. 2 of two manually executed and serially numbered counterparts. To the extent that this Equipment Schedule constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee, under Schedule No. 001 dated as of July 24, 2019 (the "Schedule") to that certain Master Equipment Lease-Purchase Agreement dated as of July 24, 2019 (the "Master," and together with the Schedule, the "Lease"), acknowledges receipt in good condition those certain units of the Equipment described in the Lease and more specifically listed on Annex I hereto as of the Acceptance Date set forth below. Capitalized terms used herein without definition shall be given their meaning in the Lease.

1. The units of Equipment listed on Annex I hereto represent a portion of the Equipment listed on the Schedule and to be acquired under the Lease. By its execution hereto, the Lessee represents and warrants that: (1) the Equipment listed on Annex I hereto has been delivered, installed and accepted on the date hereof; and (2) it has conducted such inspection and/or testing of the Equipment listed on Annex I hereto as it deems necessary and appropriate and hereby acknowledges that it unconditionally and irrevocably accepts the Equipment listed in Annex I hereto for all purposes. Lessee confirms that it will commence or continue to make Rental Payments in accordance with the terms of the Lease. Copies of invoices, proof of payment (if applicable), reimbursement resolutions (if applicable), and purchase orders and/or agreement have been attached with Annex I hereto. As applicable, the following documents are attached hereto and made a part hereof: (a) Original Invoice(s) and (b) Copies of Certificate(s) of Ownership, MSOs, or Certificates of Title, designating Lessor as first position lienholder, and (c) any other evidence of filing or documents attached hereto

2. Lessee hereby certifies and represents to Lessor as follows: (i) the representations and warranties in the Lease are true and correct as of the Acceptance Date; (ii) the Equipment is covered by insurance in the types and amounts required by the Lease; (iii) no Event of Default or Non-Appropriation, as those terms are defined in the Lease, and no event that with the giving of notice or lapse of time or both, would become an Event of Default or a Non-Appropriation, has occurred and is continuing on the date hereof; and (iv) sufficient funds have been appropriated by Lessee for the payment of all Rental Payments due under the Lease during Lessee's current Fiscal Year.

3. Lessee hereby authorizes and directs Lessor to fund the acquisition cost of the Equipment by paying, or directing the payment by the Escrow Agent (if applicable) of, the invoice prices to the Vendor(s), in each case as set forth above, or by reimbursing Lessee in the event such invoice prices have been previously paid by Lessee.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. 4. **Final Acceptance Certificate**. The undersigned hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Disbursement Requests previously filed by Lessee with Lessor constitute all of the Equipment subject to the Lease. Lessee certifies that upon payment in accordance with paragraph 3 above, or direction to the Escrow Agent (if applicable) to make payment, Lessor shall have fully and satisfactorily performed all of its covenants and obligations under the Lease.

Accepted and certified this _____ day of _____, 20___. ("Acceptance Date")

COUNTY OF GLADWIN, MICHIGAN, as Lessee

By: _____
Name: Christy Van Tiem
Title: County Treasurer

ANNEX I TO ACCEPTANCE CERTIFICATE

Payee	Vendor/ Manufacturer	Invoice or PO No.	VIN or MSN	Equipment Description	Location	Cost

(7)

EXHIBIT C-1

INSURANCE CERTIFICATION

In connection with Equipment Schedule 001 dated July 24, 2019 to that certain Master Equipment Lease-Purchase Agreement dated July 24, 2019, COUNTY OF GLADWIN, MICHIGAN, as lessee (the *"Lessee"*) certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Name of Agent: MMRMA
Contact Person:
Address: 14001 Merriman Rd. Livonia MI 48154
Phone: 734-513-0300
E-mail:
to issue:

Liability Insurance. Lessee is required to maintain public liability insurance, personal injury and property damage with minimum policy limits of $1,000,000/occurrence and $3,000,000/aggregate. The policy should be endorsed to name Signature Public Funding Corp., and its successors and assigns as additional insured's.

Casualty Insurance. Lessee is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in the above-referenced Equipment Schedule in an amount not less than the greater of **$1,375.822.50** or the full replacement cost of the Equipment. Such insurance shall be endorsed to name Signature Public Funding Corp., and its successors and assigns as loss payees with respect to such Equipment.

The required insurance should also be endorsed to give Signature Public Funding Corp. at least 30 days prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of Signature Public Funding Corp. shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Proof of insurance coverage will be provided to Signature Public Funding Corp. prior to and/or commensurate with the: **the release of any funds from the Escrow Account**. Proof of coverage will be mailed to: Signature Public Funding Corp., Attn: Tonia Lee, 600 Washington Avenue, Suite 305, Towson, MD 21204 or sent via e-mail to tlee@signatureny.com..

Very truly yours,

COUNTY OF GLADWIN, MICHIGAN, as Lessee

By: Christy Van Tiem
Name: Christy Van Tiem
Title: County Treasurer

(7)

EXHIBIT D

ESSENTIAL USE CERTIFICATE

July 24, 2019

Signature Public Funding Corp.
600 Washington Avenue, Suite 305
Towson, Maryland 21204

Re: Equipment Schedule No. 001 dated July 24, 2019 to that certain Master Equipment Lease-Purchase Agreement dated July 24, 2019 (the "Lease")

I, Christy Van Tiem, am the duly and validly appointed /or elected County Treasurer and designated representative of the County of Gladwin, Michigan, as lessee (the "*Lessee*"). I am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Lease Agreement:

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

   energy efficiency and HVAC repairs

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

   We currently have no air conditioning and our windows leak. In the winter the windows let cold air in and the furnace doesn't work to heat the offices

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

   See above... to allow employees to work in a safe environment.

4. *Does the Equipment replace existing equipment?*
   (If so, please explain why you are replacing the existing equipment)

   Yes, current equipment isn't functioning

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

   by RFP - posted for sealed bid.

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

   approximately 30 years

Very truly yours,
COUNTY OF GLADWIN, MICHIGAN, as Lessee

By: Christy Van Tiem
Name: Christy Van Tiem
Title: County Treasurer

EXHIBIT E

INCUMBENCY CERTIFICATE

I, Laura Brando-Maveal, do hereby certify that I am the County Clerk of the County of Gladwin, Michigan, which is a County duly established and validly existing as a political subdivision of the State under the Constitution and laws of the State, and that I have custody of the records of such entity.

I hereby certify that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the District holding the offices set forth opposite their respective names. I further certify that:

(i) The signatures set opposite their respective names and titles are their true and authentic signatures, and

(ii) Such officers have the authority on behalf of such entity to:

a. Enter into that certain Equipment Schedule No. 001 dated July 24, 2019 to that certain Master Equipment Lease-Purchase Agreement dated July 24, 2019 (collectively, the "*Lease Agreement*"), between the County of Gladwin, Michigan, as lessee, and Signature Public Funding Corp., as lessor, and

b. Enter into that certain Escrow Deposit Agreement dated July 24, 2019 (the "Escrow Agreement"); and

c. Execute Certificates of Acceptance, Disbursement Request Forms, and all other certificates documents, and agreements relating to the Lease Agreement and Escrow Agreement.

NAME	TITLE	SIGNATURE
Christy Van Tiem	County Treasurer	Christy Van Tiem

IN WITNESS WHEREOF, I have duly executed this Certificate on behalf of the County of Gladwin, Michigan.

July 24, 2019

Laura Brando Maveal

~~Laura Brando~~-Maveal, County Clerk

Laura Brandon-Maveal

EXHIBIT E

INCUMBENCY CERTIFICATE

I, Laura Brando-Maveal, do hereby certify that I am the County Clerk of the County of Gladwin, Michigan, which is a County duly established and validly existing as a political subdivision of the State under the Constitution and laws of the State, and that I have custody of the records of such entity.

I hereby certify that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the District holding the offices set forth opposite their respective names. I further certify that:

(i) The signatures set opposite their respective names and titles are their true and authentic signatures, and

(ii) Such officers have the authority on behalf of such entity to:

a. Enter into that certain Equipment Schedule No. 001 dated July 24, 2019 to that certain Master Equipment Lease-Purchase Agreement dated July 24, 2019 (collectively, the "*Lease Agreement*"), between the County of Gladwin, Michigan, as lessee, and Signature Public Funding Corp., as lessor, and

b. Enter into that certain Escrow Deposit Agreement dated July 24, 2019 (the "Escrow Agreement"); and

c. Execute Certificates of Acceptance, Disbursement Request Forms, and all other certificates documents, and agreements relating to the Lease Agreement and Escrow Agreement.

NAME	TITLE	SIGNATURE
Christy Van Tiem	County Treasurer	Christy Van Tiem
Sharron Smith	Chairperson	Sharron Smith

IN WITNESS WHEREOF, I have duly executed this Certificate on behalf of the County of Gladwin, Michigan.

July 24, 2019

Laura Brando-Maveal

~~Laura Brando-Maveal~~, County Clerk

Laura Brando-Maveal

(7)

DREYER HOVEY & POST, PLLC

LAW OFFICES

DAVID J. DREYER · TARA S. HOVEY
IZAK J. POST

E-mail: law@clarecountylaw.com

195 W. MAIN · P.O. BOX 649
HARRISON, MICHIGAN 48625
TELEPHONE (989) 539-7134
FAX (989) 539-1404

July 24, 2019

Signature Public Funding Corp.
600 Washington Avenue, Suite 305
Towson, Maryland 21204

Re: Equipment Schedule No. 001 dated July 24, 2019 to that certain Master Equipment Lease-Purchase Agreement dated July 24, 2019

Ladies and Gentlemen:

As counsel to the County of Gladwin, Michigan (the *"Lessee"*), I have examined the Master Equipment Lease-Purchase Agreement dated July 24, 2019 and Equipment Schedule No. 001 thereto dated July 24, 2019 (collectively, the *"Lease Agreement"*), between the Lessee and Signature Public Funding Corp., as lessor (*"Lessor"*), the Escrow Deposit Agreement dated July 24, 2019, together the Disbursement Request Form and Certificate of Acceptance (collectively, the *"Escrow Agreement"*), and the proceedings taken by the Governing Body of the Lessee to authorize on behalf of the Lessee the execution and delivery of the Lease Agreement and the Escrow Agreement. The Lease Agreement and the Escrow Agreement together with all other exhibits, certificates, and deliverables provided in connection therewith are herein collectively referred to as the *"Transaction Documents."* Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. The Lessee is a County of the State of Michigan, which is a duly established and validly existing as a political subdivision of the State of Michigan under the Constitution and laws of the State of Michigan with full power and authority to enter into the Transaction Documents.

2. The Transaction Documents have each been duly authorized, executed, and delivered by the Lessee and are in full compliance with all local, state and federal laws. Assuming due authorization, execution and delivery thereof by Lessor, the Transaction Documents constitute legal, valid, and binding obligations of the Lessee, enforceable against the Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally. The execution of the Transaction Documents and the appropriation of monies due under the Lease Agreement will not result in the violation of any constitutional, statutory or limitation relating to the manner, form or amount of indebtedness which may be incurred by the Lessee.

3. The Equipment to be leased pursuant to the Lease Agreement constitutes personal property and, when subjected to use by the Lessee, will not be a fixture under applicable law.

4. The Lessee has complied with all applicable statutes, laws, rules, regulations, notice and public bidding requirements, including, without limitation, MCL 46.11c, in connection with the Transaction Documents and the transactions contemplated thereby. The resolution adopted by the Governing Body of

the Lessee authorizing the execution and delivery of the Transaction Documents and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings. No approval, consent or withholding of objections is required from any State, federal or local governmental authority or instrumentality with respect to the entry into or performance by Lessee of its obligations under the Transaction Documents, except as have already been obtained.

5. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery, or performance by the Lessee of the Transaction Documents or in any way to contest the validity of the Transaction Documents, to contest or question the creation or existence of the Lessee or the governing body of the Lessee or the authority or ability of the Lessee to execute or deliver the Transaction Documents or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin the Lessee from annually appropriating sufficient funds to pay the rental payments or other amounts contemplated by the Lease Agreement. The entering into and performance of the Transaction Documents do not and will not violate any judgment, order, law, or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of the Lessee or on the Equipment (as such term is defined in the Lease Agreement) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which the Lessee is a party or by which it or its assets may be bound.

6. The Lessee has covenanted to comply with any continuing requirements that may be necessary to preserve the exclusion from gross income for purposes of federal income taxation under the Internal Revenue Code of 1986, as amended ("Code"), of the portion of the Rental Payments designated as interest. In the event that the Lessee continuously complies with its covenants under the Transaction Documents and so long as the amounts payable to the Lessor are derived from the Rental Payments made by the Lessee, the portion of the Rental Payments designated as interest is not includible in gross income for federal income tax purposes under the current law. Except as set forth in paragraphs 6 and 7 herein, I express no opinion regarding the federal tax consequences arising with respect to the Lease Agreement.

7. The Lessee has validly designated the Lease as a "qualified tax exempt obligation" as defined in and for the purposes of Section 265(b)(3) of the Code.

This opinion may be relied upon by purchasers and assignees of Lessor's interests in the Lease Agreement.

Respectfully submitted,

Tara Hovey
Gladwin County
Corporate Counsel

EXHIBIT G

BANK-QUALIFIED DESIGNATION

The COUNTY OF GLADWIN, MICHIGAN, as lessee, (the *"Lessee"*) under Equipment Schedule No. 001 dated as of July 24, 2019 to that certain Master Equipment Lease-Purchase Agreement dated as of July 24, 2019 (collectively, the "Lease") to which this Designation is attached, hereby designates the Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Lessee hereby represents that the Lessee reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including the Lease) the aggregate principal amount of which exceed $10,000,000 during the calendar year in which the Lease is executed and delivered and interest commences to accrue thereunder.

This Designation is attached to and made a part of the Lease and inures to the benefit of the Lessor and its successors and/or assigned.

EXECUTED as of this 24 day of July, 2019.

COUNTY OF GLADWIN, MICHIGAN, as Lessee

By: Christy Van Tiem
Name: Christy Van Tiem
Title: County Treasurer

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EXHIBIT H

TAX CERTIFICATE

Dated: July 24, 2019

The following certificate is delivered in connection with the execution and delivery of Equipment Schedule No. 001 dated July 24, 2019 to that certain Master Equipment Lease-Purchase Agreement dated July 24, 2019 (collectively, the "Lease Agreement"), entered into between the County of Gladwin, Michigan (the "Lessee") and Signature Public Funding Corp. (the "Lessor"). Capitalized terms used herein have the meanings defined in the Lease Agreement.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Equipment Schedule executed under the Agreement (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, Lessor shall apply **$1,335,750.00** (the "Principal Amount") toward the acquisition of the Equipment and closing costs, and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the resolution or other official action of Lessee adopted with respect to the Financing Documents, a copy of which has been delivered to Lessor.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Schedule. The Principal Amount will be deposited in escrow by Lessor on the date of issuance of the Financing Documents and held by **Signature Bank**, as escrow agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Deposit Agreement dated as of July 24, 2019 (the "Escrow Agreement"), by and between Lessor and Escrow Agent.

1.4 Lessee will timely file for each payment schedule issued under the Lease a Form 8038-G (or, if the invoice price of the Equipment under such schedule is less than $100,000, a Form 8038-GC) relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

1.5 The Equipment Schedule No. is a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. As such, the Lessee hereby represents that the Lessee reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including the Equipment Schedule) the aggregate principal amount of which exceed $10,000,000 during the calendar year in which Equipment Schedule is executed and delivered and interest commences to accrue thereunder.

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the date of issuance of the Financing Documents, (ii) issued or sold pursuant to a common plan of financing with the Financing Documents and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Financing Documents.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.
2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

Section 3. Disbursement of Funds; Reimbursement to Lessee.
3.1 It is contemplated that the entire Principal Amount will be used to pay the acquisition cost of Equipment to the Vendors or manufacturers thereof or for any financial advisory or closing costs, provided that, if applicable, a portion of the principal amount may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.
3.2. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:
(a) Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;
(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;
(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and
(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

Section 4. Use and Investment of Funds; Temporary Period.
4.1. Lessee has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.
4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield of four (4) years or more.
4.3. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by July 24, 2019, but not later than December 24, 2020.
(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Financing Documents or (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the date of issuance of the Financing Documents; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents.
(c) Lessee hereby covenants that (i) Lessee is a governmental unit with general tax powers; (ii) the Lease is not a "private activity bond" under Section 141 of the Code; (iii) at least ninety-five percent (95%) of the Principal Amount is used for the governmental activities of Lessee; and (iv) the aggregate principal amount of all tax-exempt obligations (including the Lease) issued by Lessee and its subordinate entities, if any, during the current calendar year is not reasonably expected to exceed $5,000,000. Accordingly, the rebate requirements of Section 148(f) of the Code are treated as being met, in lieu of the spending exceptions set forth in paragraph (b) above.

Section 5. Escrow Account.
The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the Vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment. Lessee acknowledges that the provisions of Sections 2 and 4 herein are particularly applicable when the Principal Amount is funded into an Escrow Fund subject to the Escrow Agreement.

Section 6. No Private Use; No Consumer Loan.
6.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest in payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.
6.2 In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph 6.3, "Private Business Use" means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.
6.4. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

Section 7. No Federal Guarantee.
7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.
7.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 8. Miscellaneous.
8.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.
8.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Financing Documents.
8.3. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.
8.4. The Lessee confirms and acknowledges that its true and correct tax identification number is: 38-6004850 and full, true and correct legal name is "County of Gladwin, Michigan."
8.5 The Lessee has adopted, by resolution, separate written procedures regarding ongoing compliance with federal tax requirements necessary to keep, ensure and maintain the interest portions of the Rental Payments under the Financing Documents as excluded from Lessor's gross income for federal income tax purposes, and will, on an annual basis, conduct an audit of the Financing Documents to ensure compliance with such procedures.

(2)

IN WITNESS WHEREOF, this Tax & Arbitrage Certificate has been executed on behalf of Lessee as of July 24, 2019.

COUNTY OF GLADWIN, MICHIGAN

By: _____
Name: Christy Van Tiem
Title: County Treasurer

7

EXHIBIT I:

ESCROW DEPOSIT AGREEMENT

G

FORM OF RESOLUTION

RESOLUTION NO. [2019-017] OF THE GOVERNING BODY OF THE COUNTY OF GLADWIN, MICHIGAN, AUTHORIZING, PURSUANT TO THE MCL 46.11C (COLLECTIVELY, "AUTHORIZING LAW"), THE INCURRING OF LEASE OBLIGATIONS IN ANY AMOUNT NOT TO EXCEED $1,335,750.00 TO BE EVIDENCED BY THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT, AN ESCROW AGREEMENT AND AN EQUIPMENT SCHEDULE WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING, AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the County of Gladwin, Michigan (the "*Lessee*"), a body politic and corporate duly organized and existing as a political subdivision of the State of Michigan, is authorized by the laws of the State of Michigan to purchase, acquire, and lease personal property for the benefit of the Lessee and those it provides services to and to enter into contracts with respect thereto;

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting personal property necessary for the Lessee to perform essential governmental functions; including without limitation various HVAC and other energy conservation measures[purchased from and installed by Branro Enterprises and all other equipment Lessee or its Designated Officers may deem necessary and/or desirable (the "*Equipment*") in an amount not more than $1,335,750.00, and the Lessee hereby finds and determines that the realistic estimated useful life of the Equipment is at least fifteen (15)years.

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into a Master Equipment Lease Purchase Agreement dated as of July 24, 2019 (together with the Equipment Schedule dated as of July 24, 2019 and all related exhibits, schedules, and certificates attached thereto, the "*Lease Agreement*") with Signature Public Funding Corp. (the "*Lessor*") and one Escrow Agreement (together the Disbursement Request Form and Acceptance Certificate, the "*Escrow Agreement*", and together with the Lease Agreement, the "*Transaction Documents*") with the Lessor and Signature Bank, as escrow agent, the forms of which have been presented to the Governing Body of the Lessee at this meeting;

WHEREAS, the Governing Body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Transaction Documents for the purchase, acquisition, and leasing of the Equipment to be therein described on the terms and conditions therein provided;

NOW, THEREFORE, BE IT RESOLVED AND ENACTED by the Governing Body of the County of Gladwin, Michigan as follows:

Section 1. Approval of Documents. The Governing Body of the Lessee hereby approves the form, terms and provisions of the Transaction Documents in substantially the forms presented to this meeting and authorizes and directs Christy Van Tiem, County Treasurer ,Laura Brando-Maveal, County Clerk of the County of Gladwin, Michigan, and such other persons as he/she/they may delegate (the "*Designated Officers*"), and each of them individually, for and in the name of and on behalf of the Lessee, to execute, attested, seal, and deliver the Transaction Documents, and any related Certificate, Exhibits, or other documents attached thereto substantially in such forms as presented herewith, together with such changes, modification, negotiations, insertions, revisions, corrections, or amendments as shall be approved by the officer executing them. The execution of the foregoing by a Designated Officer shall constitute conclusive evidence of such officer's and the Governing Body's approval of any such changes, insertions, revisions, corrections, negotiations, or amendments to the respective forms of agreements presented to this meeting.

Section 2. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Transaction Documents to carry out, give effect to, and consummate the transactions contemplated thereby (including the execution and delivery of Certificates of Acceptance and Disbursement/Payment Requests, Notice and Acknowledgements of Assignments, and any tax certificate and agreement, each with respect to and as contemplated in the Agreement and/or Escrow Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Transaction Documents. The Designated Officers and all other officers and employees of the Lessee are hereby directed and authorized to take and shall take all action necessary or reasonably required in order to select, purchase, and take delivery of the Equipment. All actions heretofore taken by officers, employees, and agents of the Lessee that are in conformity with the purposes and intent of this resolution are hereby approved, confirmed, and ratified.

(7)

Section 3. No General Liability. Nothing contained in this Resolution No. [2019-017], the Transaction Documents, nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution No. [2019-017] the Transaction Documents, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, payable from the general and current revenues of the Lessee as provided therein.

Section 4. Appointment of Authorized Lessee Representatives. The Designated Officers are each hereby designated to act as authorized representatives of the Lessee for purposes of the Transaction Documents until such time as the Governing Body of the Lessee shall designate any other or different authorized representative for purposes of the Transaction Documents.

Section 5. Severability. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution No. [2019-017].

Section 6. Repealer. All bylaws, orders, and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution, or ordinance or part thereof.

Section 7. Qualified Tax Exempt Obligations. The Lessee, and its Governing Body, designate its obligations under the Lease Agreements as "qualified tax exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended./*Reserved.*

Section 9. Effective Date. This Resolution [2019-017] shall be effective immediately upon its approval and adoption.

The foregoing Resolution was duly passed and adopted at a meeting of the County Council (the "Governing Body") of County of Gladwin, Michigan held on July 23, 2019, by the following vote:

AYES: 5
NOES: Ø
ABSENT: Ø
ABSTAIN: Ø

Presiding Officer Ryalda L. Taylor
Vice-Chairman

ATTEST:

By: Laura Brandon-Maveal
Laura Brandon-Maveal, County Clerk
Laura Brandon-Maveal

(1)

Form **8038-G** (Rev. September 2018) Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ Go to *www.irs.gov/F8038G* for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority — If Amended Return, check here ▶ ☐

1 Issuer's name: County of Gladwin, Michigan
2 Issuer's employer identification number (EIN): 38-6004850
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions): Laura Brandon-Maveal
3b Telephone number of other person shown on 3a: 989-426-7351 x6
4 Number and street (or P.O. box if mail is not delivered to street address): 401 West Cedar Avenue — Room/suite:
5 Report number *(For IRS Use Only)*: 3
6 City, town, or post office, state, and ZIP code: Gladwin, MI 48624
7 Date of issue: 7/24/2019
8 Name of issue: Master Equipment Lease Purchase Agreement dated July 24, 2019
9 CUSIP number:
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions):
10b Telephone number of officer or other employee shown on 10a:

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	1,335,750
18	Other. Describe ▶	18	
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	7/24/2029	$ 1,335,750	$ 0.00	5.518 years	3.25 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	1,335,750
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27			
28	Proceeds used to refund prior taxable bonds. Complete Part V	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	1,335,750

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶ _____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶ _____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

(7)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a		
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)			
c	Enter the name of the GIC provider ▶			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool bond ▶ (MM/DD/YYYY)

c Enter the EIN of the issuer of the master pool bond ▶

d Enter the name of the issuer of the master pool bond ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☑

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Laura Brandon-Marval 7-23-2014 Laura Brandon-Marval

Signature of issuer's authorized representative Date Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

(7)

CLOSING MEMORANDUM

$1,335,750.00 LEASE OF ENERGY MANAGEMENT EQUIPMENT PURSUANT TO SCHEDULE NO. 001 DATED JULY 24, 2019 TO THAT CERTAIN MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT DATED JULY 24, 2019 BETWEEN COUNTY OF GLADWIN, MICHIGAN, AS LESSEE, AND SIGNATURE PUBLIC FUNDING CORP., AS LESSOR

Pre-Closing: All documents will be executed and two (2) blue ink originals will be overnighted to Signature Public Funding Corp., Attn: Ms. Tonia Lee, 600 Washington Avenue, Suite 305, Towson, Maryland 21204, for delivery no later than 9:00 am on the morning of July 24, 2019 and held in trust until such time as the wires and original documents are released by the Parties.

Closing: By wire transfer and pending receipt of original, executed Lease Documents, on the morning of July 24, 2019, Lessor is authorized by Lessee to wire the following Total Lease Proceeds as defined below, pursuant to the Wire Instructions as follows:

Bank Name:	Signature Bank
ABA No:	026013576
Account No:	1503492924
Account Name:	
F/B/O:	
Attn:	
Amount of Wire:	$1,335,750.00
Reference:	

TOTAL DISBURSEMENT: $1,335,750.00

and each of the Parties will confirm by e-mail receipt of funds and then the release of all original documents held in trust, when such funds and/or documents are in the possession of each of the Parties.

COUNTY OF GLADWIN, MICHIGAN

By: Christy Van Tiem
Name: Christy Van Tiem
Title: County Treasurer

528 Tax Revolving (2017 Delq Taxes)
Chemical Bank Note

Date	Description	JE #	Principal	Interest	Total Payment	Borrowed	Total
			528-000-307-000	528-000-995-000		527-000-198-000	Owed
	Beginning Balance		2,100,000.00				2,100,000.00
07/12/18	July Tax Note Payment	9*6967	(300,000.00)	(5,051.17)	(305,051.17)		1,800,000.00
08/15/18	Aug Tax Note Payment	9*7162	(200,000.00)	(4,377.75)	(204,377.75)		1,600,000.00
09/14/18	Sept Tax Note Payment	9*7163	(160,000.00)	(3,889.84)	(163,889.84)		1,440,000.00
10/12/18	October Tax Note Payment	9*7236	(160,000.00)	(3,609.76)	(163,609.76)		1,280,000.00
11/15/18	November Tax Note Payment	9*7359	(90,000.00)	(3,335.61)	(93,335.61)		1,190,000.00
12/14/18	December Tax Note Payment	9*7411	(100,000.00)	(3,114.71)	(103,114.71)		1,090,000.00
01/15/19	January Tax Note Payment	9*7433	(85,000.00)	(3,006.25)	(88,006.25)		1,005,000.00
02/15/19	February Tax Note Payment	9*7548	(220,000.00)	(2,808.35)	(222,808.35)		785,000.00
03/15/19	Advance from 527 for payment	9*7626				100,000.00	885,000.00
03/15/19	March Tax Note Payment	9*7627	(525,000.00)	(2,174.94)	(527,174.94)		360,000.00
04/12/19	April Tax Note Payment	9*7645	(77,000.00)	(721.00)	(77,721.00)		283,000.00
05/08/19	May Tax Note Payment	9*7797	(20,000.00)	(506.20)	(20,506.20)		263,000.00
06/14/19	June Tax Note Payment	9*7901	(34,000.00)	(445.62)	(34,445.62)		229,000.00
07/14/19	July Tax Note Payment	9*7963	0.00	(347.25)	(347.25)		229,000.00
08/15/19	Aug Tax Note Payment	9*8065	(64,000.00)	(337.59)	(64,337.59)		165,000.00
09/12/19	Advance from 527 for payment					48,000.00	213,000.00
09/12/19	Sept Tax Note Payment	9*8072	(65,000.00)	(163.16)	(65,163.16)		148,000.00
02/14/20	Repay Advance	9*8514	(148,000.00)		(148,000.00)		0.00
							0.00
							0.00
	Debt owed for Delq Taxes		(148,000.00)			148,000.00	0.00
	Total Paid to Date		(2,248,000.00)	(33,889.20)	(2,281,889.20)	148,000.00	

TRUE

HUNTINGTON NATIONAL BANK
40 PEARL NW, STE 600
GRAND RAPIDS, MI 49503

COUNTY OF GLADWIN
ATTN: COUNTY TREASURER
401 W. CEDAR AVENUE
GLADWIN, MI 48624

The Huntington Private Client Group

SEPTEMBER 01, 2019 TO SEPTEMBER 30, 2019

ACCOUNT NAME: GLADWN CNTY 18NT
ACCOUNT NUMBER: 3584215001

ACCOUNT NAME: **COUNTY OF GLADWIN, SERIES 2018 GENERAL OBLIGATION LIMITED TAX NOTE, PAYING AGENT UAD 06/15/18**

RELATIONSHIP MANAGER: **PATRICK J ODONNELL**
616-771-6210
PATRICK.J.ODONNELL@HUNTINGTON.COM

INVESTMENT OFFICER: **CORP TR DOC GOV INV**

ACCOUNT SUMMARY

	THIS PERIOD	YEAR TO DATE
BEGINNING MARKET VALUE	0.00	0.00
OTHER CASH RECEIPTS	65,163.16	1,100,510.43
DISBURSEMENTS AND FEES	65,163.16-	1,100,510.43-
ENDING MARKET VALUE	0.00	0.00

(1)

SEPTEMBER 01, 2019 TO SEPTEMBER 30, 2019

ACCOUNT NAME: GLADWN CNTY 18NT
ACCOUNT NUMBER: 3584215001

PORTFOLIO DETAIL

QUANTITY	DESCRIPTION	MARKET VALUE	YIELD TO MKT	COST BASIS
GRAND TOTAL ASSETS		0.00	0.00	0.00

TRANSACTION DETAIL

DATE	QUANTITY	DESCRIPTION	TRANSACTION TYPE	CASH	COST BASIS
09/01/19		BEGINNING BALANCE		0.00	0.00
09/13/19		CASH DEPOSIT FROM GLADWINCO18 Debt Serv Due: 09/15/2019 GLADWINCO18	CASH RCVD	65,163.16	
09/16/19		TRANSFERRED TO ACCOUNT 1599001401 Bond Master Account Debt Serv Due: 09/15/2019 GLADWINCO18	CASH PD OUT	163.16-	
09/16/19		TRANSFERRED TO ACCOUNT 1599001401 Bond Master Account Debt Serv Due: 09/16/2019 GLADWINCO18	CASH PD OUT	65,000.00-	
09/30/19		ENDING BALANCE		0.00	0.00

①

COUNTY OF GLADWIN

$2,100,000

General Obligation Limited Tax Notes,
Series 2018

Dated and Closed: June 15, 2018

PROCEEDINGS AND CLOSING TRANSCRIPT

Index

1. Resolution to Establish a Delinquent Tax Revolving Fund
2. Resolution to Borrow Against Anticipated Delinquent 2017 Real Property Taxes
3. Order Awarding Notes
4. Certificate of County Clerk
5. Certificate of County Treasurer
6. Note Counsel Opinion Letter
7. Nonlitigation Certificate
8. Receipt of County Treasurer
9. Certificate of Original Purchaser
10. Specimen Note
11. Treasury Filing Under Agency Reporting Act

0

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF GLADWIN
GENERAL OBLIGATION LIMITED TAX NOTE, SERIES 2018

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE
Variable	November 15, 2019	June 15, 2018

Registered Owner: Chemical Bank
Midland, Michigan

Principal Amount: *****$2,100,000*****

The County of Gladwin, State of Michigan, acknowledges itself indebted to, and for value received, hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the maturity date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this note at the corporate trust office of The Huntington National Bank, Grand Rapids, Michigan, the note registrar and paying agent, and to pay to the Registered Owner of this note, as shown on the books kept for registration thereof as of the close of business on the first day of the calendar month in which an interest payment is due, by check or draft drawn upon and mailed by the note registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount until the County's obligation with respect to the payment of such Principal Amount is discharged at the rate per annum described below. Interest is payable on the fifteenth day of each month or first Business Day (as hereinafter defined) thereafter if said fifteenth day is not a Business Day (each an "Interest Payment Date") commencing on July 15, 2018. Principal and interest are payable in lawful money of the United States of America.

Interest on this note will be payable at rate of 2.88638% per annum from the Date of Original Issue through July 15, 2018. Thereafter, interest on this note will be payable at a Variable Rate (as described below) reset monthly until payment in full of this note. The Variable Rate shall be determined on the first Business Day of each Interest Period (as hereinafter defined) and shall be the rate that is equal to the sum of (i) eighty-four hundredths of one percent (.84%), plus (ii) the per annum rate of interest at which deposits in U. S. Dollars for a one month period are offered to prime banks in the London interbank market (the "LIBOR" rate), as published in the *Wall Street Journal* on the 16th day of each calendar month (or the immediately succeeding Business Day if such 16th day is not a Business Day).

As used herein, "Business Day" means any Monday, Tuesday, Wednesday, Thursday or Friday on which Chemical Bank is open for business.

As used herein, "Interest Period" means the period from and including the 16th day of each month to and including the 15th day of the following month; provided, however, that whenever any installment of principal of, or interest on, this Note becomes due and payable on a day which is not a Business Day, the maturity thereof shall be extended to the next succeeding Business Day.

Interest hereon shall be calculated on the basis of 30-day months and a 360-day year.

This note is issued by said County under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 206, Public Acts of 1893, as amended) and a note authorizing resolution adopted by the County Board of Commissioners (the "Resolution"). The proceeds of this note will be used to make payments to the County, the State of Michigan and taxing units within the County for 2017 real property taxes against which the County has borrowed and that were returned to the County Treasurer as delinquent as of March 1, 2018.

For the payment of the principal of and interest on this note, there are hereby pledged: (1) the collections of the 2017 real property taxes due and payable to the County, the State of Michigan and taxing units within the County against which the County has borrowed and that were outstanding and uncollected on March 1, 2018, and all interest thereon; (2) all of the County property tax administration fees on such delinquent taxes, after the expenses of issuance of the notes have been paid; (3) any amounts that are received by the County from the County, the State of Michigan and taxing units within the County because of the uncollectibility of such delinquent taxes; and (4) all interest earnings on the foregoing.

In addition, this note is a general obligation of the County, secured by a pledge of its full faith and credit. The County, however, does not have the power to impose taxes for the payment of the notes in excess of Constitutional or statutory limitations.

This note is transferable, as provided in the Resolution, only upon the books of the County of Gladwin kept for that purpose by the note registrar and paying agent, upon the surrender of this note together with a written instrument of transfer satisfactory to the note registrar and paying agent duly executed by the Registered Owner or his or her attorney duly authorized in writing. Upon the exchange or transfer of this note a new note or notes of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Notes so authenticated and delivered shall be in the denomination of $1,000 or any integral multiple thereof not exceeding the aggregate principal amount of the Notes outstanding.

The note registrar and paying agent shall not be required to transfer or exchange notes or portions of notes which have been selected for redemption.

This note is subject to redemption in whole or in part on any Interest Payment Date prior to its scheduled maturity date. The redemption price shall be the par value of this note or portion of this note called to be redeemed plus interest to the date fixed for redemption. Not less than two Business Days' notice of redemption shall be given to the Registered Owner by telephone, mail or telecopy to the Registered Owner at the registered address. This note or portion of this

note so called for redemption shall not bear interest on and after the date fixed for redemption, provided funds are on hand with the note registrar and paying agent to redeem the same.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the notes of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of said County, including the series of notes of which this note is one, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, County of Gladwin, Michigan, by its County Treasurer, has caused this note to be executed in its name by manual or facsimile signature of the County Treasurer and its corporate seal (or a facsimile thereof) to be impressed or imprinted hereon. This note shall not be valid unless the Certificate of Authentication has been manually executed by an authorized agent of the note registrar and paying agent.

COUNTY OF GLADWIN

By: Christy Van Tiem

CHRISTY VAN TIEM
Treasurer

SEAL OF THE COUNTY OF GLADWIN, MICHIGAN
SEAL

1

CERTIFICATE OF AUTHENTICATION

This note is one of the notes described in the within mentioned Resolution.

THE HUNTINGTON NATIONAL BANK

SPECIMEN

By: _____
Authorized Signer

AUTHENTICATION DATE: June 15, 2018

1

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (please print or type name, address and taxpayer identification number of transferee) the within note and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to transfer the within note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____, ____ _____

SPECIMEN

Signature Guaranteed: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

Troy 9617-35 2100200v1

529 Tax Revolving (2018 Delq Taxes)
Chemical Bank Note

Date	Description	JE #	Principal	Interest	Total Payment	Borrowed	Borrowed	Total
			529-000-307-000	529-000-995-000		527-000-198-000	526-000-198-000	Owed
05/30/19	Beginning Balance		2,300,000.00			200,000.00	50,000.00	2,550,000.00
06/14/19	June Tax Note Payment	9*7901	(340,000.00)	(3,736.22)	(343,736.22)			2,210,000.00
07/15/19	July Tax Note Payment	9*7963	0.00	(5,521.08)	(5,521.08)			2,210,000.00
08/15/19	August Tax Note Payment	9*8065	(435,000.00)	(5,374.29)	(440,374.29)			1,775,000.00
09/13/19	September Tax Note Payment	9*8072	(200,000.00)	(4,018.54)	(204,018.54)			1,575,000.00
10/09/19	October Tax Note Payment	9*8210	(170,000.00)	(3,346.60)	(173,346.60)			1,405,000.00
11/15/19	November Tax Note Payment	9*8318	(145,000.00)	(2,759.97)	(147,759.97)			1,260,000.00
12/15/19	December Tax Note Payment	9*8334	(100,000.00)	(2,283.97)	(102,283.97)			1,160,000.00
01/10/20	January Tax Note Payment	9*8462	(120,000.00)	(2,073.95)	(122,073.95)			1,040,000.00
02/14/20	February Tax Note Payment	9*8515	(275,000.00)	(1,743.10)	(276,743.10)			765,000.00
03/16/20	March Tax Note Paymenet	9*8624	(375,000.00)	(1,131.71)	(376,131.71)			390,000.00
04/15/20	Advance to Pay tax note	9*8689					45,000.00	435,000.00
04/15/20	April Tax Note Payment	9*8697	(140,000.00)	(2.30)	(140,002.30)			295,000.00
06/23/20	Partial Repay Advance	9*8751					(50,000.00)	245,000.00
07/15/20	Partial Repay Advance	9*8827					(45,000.00)	200,000.00
10/07/20	Partial Repay Advance	9*9022				(150,000.00)		50,000.00
10/26/20	Partial Repay Advance	9*9066				(50,000.00)		0.00
								0.00
	Borrowed from other tax years							0.00
								0.00
								0.00
								0.00
								0.00
								0.00
	Debt owed for Delq Taxes		0.00			0.00	0.00	0.00
	Total Paid to Date		(2,300,000.00)	(31,991.73)	(2,331,991.73)	(200,000.00)	(50,000.00)	
								TRUE

PAID

3

2

HUNTINGTON NATIONAL BANK
40 PEARL NW, STE 600
GRAND RAPIDS, MI 49503

COUNTY OF GLADWIN
ATTN: COUNTY TREASURER
401 W. CEDAR AVENUE
GLADWIN, MI 48624

The Huntington Private Client Group

DECEMBER 01, 2019 TO DECEMBER 31, 2019

ACCOUNT NAME: GLADWN 19NT
ACCOUNT NUMBER: 3584229005

ACCOUNT NAME: **COUNTY OF GLADWIN - 2019 GENERAL OBLIGATION LIMITED TAX NOTE - PAYING AGENT - UAD 05/30/2019**

RELATIONSHIP MANAGER: **PATRICK J ODONNELL**
616-771-6210
PATRICK.J.ODONNELL@HUNTINGTON.COM

INVESTMENT OFFICER: **CORP TR DOC GOV INV**

ACCOUNT SUMMARY

	THIS PERIOD	YEAR TO DATE
BEGINNING MARKET VALUE	0.00	0.00
OTHER CASH RECEIPTS	102,283.97	1,417,040.67
DISBURSEMENTS AND FEES	102,283.97-	1,417,040.67-
ENDING MARKET VALUE	0.00	0.00

REALIZED CAPITAL GAINS / LOSSES

	THIS PERIOD	YEAR TO DATE
TOTAL GAINS / LOSSES	0.00	0.00

ACCOUNT NAME: GLADWN 19NT
ACCOUNT NUMBER: 3584229005

PORTFOLIO DETAIL

QUANTITY	DESCRIPTION	MARKET VALUE	YIELD TO MKT	COST BASIS
GRAND TOTAL ASSETS		0.00	0.00	0.00

TRANSACTION DETAIL

DATE	QUANTITY	DESCRIPTION	TRANSACTION TYPE	CASH	COST BASIS
12/01/19		BEGINNING BALANCE		0.00	0.00
12/13/19		CASH DEPOSIT FROM GLADWINCO19 Debt Serv Due: 12/15/2019 GLADWINCO19	CASH RCVD	102,283.97	
12/16/19		TRANSFERRED TO ACCOUNT 1599001401 Bond Master Account Debt Serv Due: 12/15/2019 GLADWINCO19	CASH PD OUT	102,283.97-	
12/31/19		ENDING BALANCE		0.00	0.00

COUNTY OF GLADWIN

$2,300,000

General Obligation Limited Tax Notes,
Series 2019

Dated and Closed: May 30, 2019

PROCEEDINGS AND CLOSING TRANSCRIPT

Index

1. Resolution to Establish a Delinquent Tax Revolving Fund
2. Resolution to Borrow Against Anticipated Delinquent 2018 Real Property Taxes
3. Bid
4. Order Awarding Notes
5. Certificate of County Clerk
6. Certificate of County Treasurer
7. Note Counsel Opinion Letter
8. Nonlitigation Certificate
9. Receipt of County Treasurer
10. Certificate of Original Purchaser
11. Specimen Note
12. Treasury Filing Under Agency Reporting Act

(2)

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF GLADWIN
GENERAL OBLIGATION LIMITED TAX NOTE, SERIES 2019

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE
Variable	November 15, 2020	May 30, 2019

Registered Owner: Chemical Bank
Midland, Michigan

Principal Amount: *****$2,300,000*****

SPECIMEN

The County of Gladwin, State of Michigan, acknowledges itself indebted to, and for value received, hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above, on the maturity date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this note at the corporate trust office of The Huntington National Bank, Grand Rapids, Michigan, the note registrar and paying agent, and to pay to the Registered Owner of this note, as shown on the books kept for registration thereof as of the close of business on the first day of the calendar month in which an interest payment is due, by check or draft drawn upon and mailed by the note registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount until the County's obligation with respect to the payment of such Principal Amount is discharged at the rate per annum described below. Interest is payable on the fifteenth day of each month or first Business Day (as hereinafter defined) thereafter if said fifteenth day is not a Business Day (each an "Interest Payment Date") commencing on June 15, 2019. Principal and interest are payable in lawful money of the United States of America.

Interest on this note will be payable at rate of 3.44% per annum from the Date of Original Issue through June 15, 2019. Thereafter, interest on this note will be payable at a Variable Rate (as described below) reset monthly until payment in full of this note. The Variable Rate shall be determined on the first Business Day of each Interest Period (as hereinafter defined) and shall be the rate that is equal to the sum of (i) ninety-nine hundredths of one percent (.99%), plus (ii) the per annum rate of interest at which deposits in U. S. Dollars for a one month period are offered to prime banks in the London interbank market (the "LIBOR" rate), as published in the *Wall Street Journal* on the 16th day of each calendar month (or the immediately succeeding Business Day if such 16th day is not a Business Day).

As used herein, "Business Day" means any Monday, Tuesday, Wednesday, Thursday or Friday on which Chemical Bank is open for business.

As used herein, "Interest Period" means the period from and including the 16th day of each month to and including the 15th day of the following month; provided, however, that whenever any installment of principal of, or interest on, this Note becomes due and payable on a day which is not a Business Day, the maturity thereof shall be extended to the next succeeding Business Day.

Interest hereon shall be calculated on the basis of 30-day months and a 360-day year.

This note is issued by said County under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 206, Public Acts of 1893, as amended) and a note authorizing resolution adopted by the County Board of Commissioners (the "Resolution"). The proceeds of this note will be used to make payments to the County, the State of Michigan and taxing units within the County for 2018 real property taxes against which the County has borrowed and that were returned to the County Treasurer as delinquent as of March 1, 2019.

For the payment of the principal of and interest on this note, there are hereby pledged: (1) the collections of the 2018 real property taxes due and payable to the County, the State of Michigan and taxing units within the County against which the County has borrowed and that were outstanding and uncollected on May 1, 2019, and all interest thereon; (2) all of the County property tax administration fees on such delinquent taxes, after the expenses of issuance of the notes have been paid; (3) any amounts that are received by the County from the County, the State of Michigan and taxing units within the County because of the uncollectibility of such delinquent taxes; and (4) all interest earnings on the foregoing.

In addition, this note is a general obligation of the County, secured by a pledge of its full faith and credit. The County, however, does not have the power to impose taxes for the payment of the notes in excess of Constitutional or statutory limitations.

This note is transferable, as provided in the Resolution, only upon the books of the County of Gladwin kept for that purpose by the note registrar and paying agent, upon the surrender of this note together with a written instrument of transfer satisfactory to the note registrar and paying agent duly executed by the Registered Owner or his or her attorney duly authorized in writing. Upon the exchange or transfer of this note a new note or notes of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Notes so authenticated and delivered shall be in the denomination of $1,000 or any integral multiple thereof not exceeding the aggregate principal amount of the Notes outstanding.

The note registrar and paying agent shall not be required to transfer or exchange notes or portions of notes which have been selected for redemption.

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(2)

note so called for redemption shall not bear interest on and after the date fixed for redemption, provided funds are on hand with the note registrar and paying agent to redeem the same.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the notes of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of said County, including the series of notes of which this note is one, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, County of Gladwin, Michigan, by its County Treasurer, has caused this note to be executed in its name by manual or facsimile signature of the County Treasurer and its corporate seal (or a facsimile thereof) to be impressed or imprinted hereon. This note shall not be valid unless the Certificate of Authentication has been manually executed by an authorized agent of the note registrar and paying agent.

COUNTY OF GLADWIN

By: Christy Van Tiem

CHRISTY VAN TIEM
Treasurer

SEAL COUNTY OF GLADWIN, MICHIGAN
SEAL

SPECIMEN

(2)

CERTIFICATE OF AUTHENTICATION

This note is one of the notes described in the within mentioned Resolution.

THE HUNTINGTON NATIONAL BANK

By: _____
Authorized Signer

AUTHENTICATION DATE: May 30, 2019

SPECIMEN

(2)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (please print or type name, address and taxpayer identification number of transferee) the within note and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to transfer the within note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____, ____ _____

Signature Guaranteed: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

SPECIMEN

Troy 9617-36 2372332v1

(3)

#159 Grader

JOHN DEERE FINANCIAL

Amortization Schedule

Lease Schedule No.	030-0060795-004
Master Lease-Purchase Agreement No.	0060795

Lessee: (Name & Address)	GLADWIN COUNTY ROAD COMMISSION 301 S STATE ST, GLADWIN, MI 48624
Lessor:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600
Nominal Annual Rate:	3.00%

Payment Number:	Date:	Lease Payment:	Interest:	Principal:	Principal Balance:
Lease	02/23/2015				160,760.00
1	02/23/2015	1,676.71	0.00	1,676.71	159,083.29
Pd. 3/20/15 2	03/23/2015	1,676.71	397.71	1,279.00	157,804.29
Pd. 4/22/15 3	04/23/2015	1,676.71	394.51	1,282.20	156,522.09
Pd 5/20/15 4	05/23/2015	1,676.71	391.31	1,285.40	155,236.69
Pd. 6/17/15 5	06/23/2015	1,676.71	388.09	1,288.62	153,948.07
Pd. 7/15/15 6	07/23/2015	1,676.71	384.87	1,291.84	152,656.23
Pd. 8/12/15 7	08/23/2015	1,676.71	381.64	1,295.07	151,361.16
Pd 9/9/15 8	09/23/2015	1,676.71	378.40	1,298.31	150,062.85
Pd. 10/21/15 9	10/23/2015	1,676.71	375.16	1,301.55	148,761.30
Pd. 11/18/15 10	11/23/2015	1,676.71	371.90	1,304.81	147,456.49
Pd. 12/16/15 11	12/23/2015	1,676.71	368.64	1,308.07	146,148.42
Pd. 1/13/16 12	01/23/2016	1,676.71	365.37	1,311.34	144,837.08
Pd. 2/24/16 13	02/23/2016	1,676.71	362.09	1,314.62	143,522.46
Pd. 3/23/16 14	03/23/2016	1,676.71	358.81	1,317.90	142,204.56
Pd. 4/20/16 15	04/23/2016	1,676.71	355.51	1,321.20	140,883.36
Pd. 5/18/16 16	05/23/2016	1,676.71	352.21	1,324.50	139,558.86
Pd. 6/15/16 17	06/23/2016	1,676.71	348.90	1,327.81	138,231.05
Pd. 7/13/16 18	07/23/2016	1,676.71	345.58	1,331.13	136,899.92
Pd. 8/24/16 19	08/23/2016	1,676.71	342.25	1,334.46	135,565.46
Pd. 9/21/16 20	09/23/2016	1,676.71	338.91	1,337.80	134,227.66
Pd. 10/19/16 21	10/23/2016	1,676.71	335.57	1,341.14	132,886.52
Pd 11-16-16 22	11/23/2016	1,676.71	332.22	1,344.49	131,542.03
Pd 12-14-16 23	12/23/2016	1,676.71	328.86	1,347.85	130,194.18
Pd 1-25-17 24	01/23/2017	1,676.71	325.49	1,351.22	128,842.96
Pd 2-22-17 25	02/23/2017	1,676.71	322.11	1,354.60	127,488.36
Pd 3-22-17 26	03/23/2017	1,676.71	318.72	1,357.99	126,130.37
Pd 4-19-17 27	04/23/2017	1,676.71	315.33	1,361.38	124,768.99
Pd 5-17-17 28	05/23/2017	1,676.71	311.92	1,364.79	123,404.20
Pd 6-14-17 29	06/23/2017	1,676.71	308.51	1,368.20	122,036.00
Pd 7-12-17 30	07/23/2017	1,676.71	305.09	1,371.62	120,664.38
Pd 8-23-17 31	08/23/2017	1,676.71	301.66	1,375.05	119,289.33
Pd 9-20-17 32	09/23/2017	1,676.71	298.22	1,378.49	117,910.84
Pd 10-18-17 33	10/23/2017	1,676.71	294.78	1,381.93	116,528.91
Pd 11-15-17 34	11/23/2017	1,676.71	291.32	1,385.39	115,143.52
Pd 12-13-17 35	12/23/2017	1,676.71	287.86	1,388.85	113,754.67
Pd 1-24-17 36	01/23/2018	1,676.71	284.39	1,392.32	112,362.35

+1 24

(3)

				995+059	991+059	
2.21.18	37	02/23/2018	1,676.71	280.91	1,395.80	110,966.55
3.21.18	38	03/23/2018	1,676.71	277.42	1,399.29	109,567.26
4.18.18	39	04/23/2018	1,676.71	273.92	1,402.79	108,164.47
5.16.18	40	05/23/2018	1,676.71	270.41	1,406.30	106,758.17
6.13.18	41	06/23/2018	1,676.71	266.90	1,409.81	105,348.36
7.25.18	42	07/23/2018	1,676.71	263.37	1,413.34	103,935.02
8.22.18	43	08/23/2018	1,676.71	259.84	1,416.87	102,518.15
9.19.18	44	09/23/2018	1,676.71	256.30	1,420.41	101,097.74
10.17.18	45	10/23/2018	1,676.71	252.74	1,423.97	99,673.77
11.28.18	46	11/23/2018	1,676.71	249.18	1,427.53	98,246.24
12.12.18	47	12/23/2018	1,676.71	245.62	1,431.09	96,815.15
1.9.18	48	01/23/2019	1,676.71	242.04	1,434.67	95,380.48
2.20.19	49	02/23/2019	1,676.71	238.45	1,438.26	93,942.22
3.20.19	50	03/23/2019	1,676.71	234.86	1,441.85	92,500.37
4.17.19	51	04/23/2019	1,676.71	231.25	1,445.46	91,054.91
5.15.19	52	05/23/2019	1,676.71	227.64	1,449.07	89,605.84
6.12.19	53	06/23/2019	1,676.71	224.01	1,452.70	88,153.14
7.24.19	54	07/23/2019	1,676.71	220.38	1,456.33	86,696.81
8.21.19	55	08/23/2019	1,676.71	216.74	1,459.97	85,236.84
9.18.19	56	09/23/2019	1,676.71	213.09	1,463.62	83,773.22
10.16.19	57	10/23/2019	1,676.71	209.43	1,467.28	82,305.94
	58	11/23/2019	1,676.71	205.76	1,470.95	80,834.99
	59	12/23/2019	1,676.71	202.09	1,474.62	79,360.37
	60	01/23/2020	1,676.71	198.40	1,478.31	77,882.06
	61	02/23/2020	1,676.71	194.71	1,482.00	76,400.06
	62	03/23/2020	1,676.71	191.00	1,485.71	74,914.35
	63	04/23/2020	1,676.71	187.29	1,489.42	73,424.93
	64	05/23/2020	1,676.71	183.56	1,493.15	71,931.78
	65	06/23/2020	1,676.71	179.83	1,496.88	70,434.90
	66	07/23/2020	1,676.71	176.09	1,500.62	68,934.28
	67	08/23/2020	1,676.71	172.34	1,504.37	67,429.91
	68	09/23/2020	1,676.71	168.57	1,508.14	65,921.77
	69	10/23/2020	1,676.71	164.80	1,511.91	64,409.86
	70	11/23/2020	1,676.71	161.02	1,515.69	62,894.17
	71	12/23/2020	1,676.71	157.24	1,519.47	61,374.70
	72	01/23/2021	1,676.71	153.44	1,523.27	59,851.43
	73	02/23/2021	60,000.00	149.63	59,850.37	1.06
	74	03/23/2021	1.00	0.06-	1.06	0.00
Grand Totals			180,724.12	19,964.12	160,760.00	

LESSEE
GLADWIN COUNTY ROAD COMMISSION
301 S STATE ST
GLADWIN, MI 48624

By: Dayna Bittner
DAYNA BITTNER/ CLERK

Date: 2/24/15

LESSOR
DEERE CREDIT, INC.
6400 N.W.86th STREET, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Date: _____

(3)

JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.	030-0060795-004
Master Lease Agreement No.	0060795

Lessee: (Name & Address)	GLADWIN COUNTY ROAD COMMISSION 301 S STATE ST, , GLADWIN, MI 48624
Lessor:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

EQUIPMENT INFORMATION

Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Cash Price
~~2014~~ 2015	JD	672GP	MOTOR GRADER	1DW672GPHFF667161	5	$278,330.00

Equipment Location	301 S STATE ST, GLADWIN, MI, 48624	OUTSIDE city limits: ☐	GLADWIN COUNTY

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment
02/23/2015	03/23/2021	72	$1,676.71	$0.00	$1,676.71
		1	$60,000.00	$0.00	$60,000.00

*If part of the regular scheduled lease payment

PAYMENT TERMS

Due Date	1st Payment Due Date	Billing Period	Advance Lease** Payment	$1,676.71
23	02/23/2015	☑ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual	**Advance Lease Payment includes the first 1 and last 0 Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease-Purchase Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto are hereby incorporated into and made a part of this Schedule.

Lease Payments. Remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Purchase Option. You may purchase the Equipment at the end of the Lease Term for $1, provided (1) you are not in default, and (2) we receive all amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

(3)

Lease Schedule

Lease Schedule No.	030-0060795-004
Master Lease Agreement No.	0060795

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE	LESSOR
GLADWIN COUNTY ROAD COMMISSION 301 S STATE ST GLADWIN, MI 48624	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: Dayna Bittner DAYNA BITTNER, CLERK	By:
Date: 2/24/15	Date:

(3)

1706 Grader

991 Inc.

EXHIBIT 2
Concluding Payment Schedule to Governmental Agreement

Quote number 542-5724

Dated _____, 20____

between
Caterpillar Financial Services Corporation
and
GLADWIN COUNTY, MI, ROAD COMMISSION

Description of Unit: 1 Caterpillar 140M3AWD serial # N9J00519

Int. 995

Date Due	Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 2.889989%	Concluding Payment (*)	
Jan-05-17	0	279,525.00	0.00	0.00	0.00	279,525.00	
Feb-05-17	1	279,525.00	2,232.48	0.00	673.18 ✓	277,965.70	Pd 5-17-17
Mar-05-17	2	277,965.70	2,232.48	0.00	669.43 ✓	276,402.65	6-14-17
Apr-05-17 7-1-17	3	276,402.65	2,232.48	0.00	665.67 ✓	274,835.84	7-12-17
May-05-17 8-1-17	4	274,835.84	2,232.48	0.00	661.89 ✓	273,265.25	7-12-17
Jun-05-17 9-1-17	5	273,265.25	2,232.48	0.00	658.11 ✓	271,690.88	7-26-17
Jul-05-17 10-1-17	6	271,690.88	2,232.48	0.00	654.32 ✓	270,112.72	10-4-17
Aug-05-17 12-1-17	7	270,112.72	2,232.48	0.00	650.31 ✓	268,530.75	11-1-17
Sep-05-17 1-1-18	8	268,530.75	2,232.48	0.00	646.71 ✓	266,944.98	11-29-17
Oct-05-17 2-1-18	9	266,944.98	2,232.48	0.00	642.89 ✓	265,355.39	12-27-17
Nov-05-17	10	265,355.39	2,232.48	0.00	639.06 ✓	263,761.97	1-24-18
Dec-05-17	11	263,761.97	2,232.48	0.00	635.22 ✓	262,164.71	3-7-18
Jan-05-18	12	262,164.71	2,232.48	0.00	631.38 ✓	260,563.61	4-4-18
Feb-05-18	13	260,563.61	2,232.48	0.00	627.52 ✓	258,958.65	5-2-18
Mar-05-18	14	258,958.65	2,232.48	0.00	623.65 ✓	257,349.82	5-30-18
Apr-05-18	15	257,349.82	2,232.48	0.00	619.78 ✓	255,737.12	6-27-18
May-05-18	16	255,737.12	2,232.48	0.00	615.90 ✓	254,120.54	7-25-18
Jun-05-18	17	254,120.54	2,232.48	0.00	612.00 ✓	252,500.06	9-5-18
Jul-05-18	18	252,500.06	2,232.48	0.00	608.10 ✓	250,875.68	10-3-18
Aug-05-18	19	250,875.68	2,232.48	0.00	604.18 ✓	249,247.38	10-31-18
Sep-05-18	20	249,247.38	2,232.48	0.00	600.27 ✓	247,615.17	11-28-18
Oct-05-18	21	247,615.17	2,232.48	0.00	596.34 ✓	245,979.03	12-26-18
Nov-05-18	22	245,979.03	2,232.48	0.00	592.39 ✓	244,338.94	1-23-19
Dec-05-18	23	244,338.94	2,232.48	0.00	588.45 ✓	242,694.91	3-6-19
Jan-05-19	24	242,694.91	2,232.48	0.00	584.48 ✓	241,046.91	4-3-19
Feb-05-19	25	241,046.91	2,232.48	0.00	580.52 ✓	239,394.95	5-1-19
Mar-05-19	26	239,394.95	2,232.48	0.00	576.54 ✓	237,739.01	5-29-19
Apr-05-19	27	237,739.01	2,232.48	0.00	572.55 ✓	236,079.08	6-26-19
May-05-19	28	236,079.08	2,232.48	0.00	568.55 ✓	234,415.15	8-7-19
Jun-05-19	29	234,415.15	2,232.48	0.00	564.54 ✓	232,747.21	9-4-19
Jul-05-19	30	232,747.21	2,232.48	0.00	560.53 ✓	231,075.26	10-2-19
Aug-05-19	31	231,075.26	2,232.48	0.00	556.50 ✓	229,399.28	10-30-19
Sep-05-19	32	229,399.28	2,232.48	0.00	552.47	227,719.27	
Oct-05-19	33	227,719.27	2,232.48	0.00	548.42	226,035.21	
Nov-05-19	34	226,035.21	2,232.48	0.00	544.36	224,347.09	
Dec-05-19	35	224,347.09	2,232.48	0.00	540.30	222,654.91	
Jan-05-20	36	222,654.91	2,232.48	0.00	536.22	220,958.65	
Feb-05-20	37	220,958.65	2,232.48	0.00	532.14	219,258.31	
Mar-05-20	38	219,258.31	2,232.48	0.00	528.04	217,553.87	
Apr-05-20	39	217,553.87	2,232.48	0.00	523.94	215,845.33	
May-05-20	40	215,845.33	2,232.48	0.00	519.82	214,132.67	
Jun-05-20	41	214,132.67	2,232.48	0.00	515.70	212,415.89	
Jul-05-20	42	212,415.89	2,232.48	0.00	511.57	210,694.98	
Aug-05-20	43	210,694.98	2,232.48	0.00	507.42	208,969.92	
Sep-05-20	44	208,969.92	2,232.48	0.00	503.26	207,240.70	
Oct-05-20	45	207,240.70	2,232.48	0.00	499.10	205,507.32	
Nov-05-20	46	205,507.32	2,232.48	0.00	494.93	203,769.77	
Dec-05-20	47	203,769.77	2,232.48	0.00	490.74	202,028.03	
Jan-05-21	48	202,028.03	2,232.48	0.00	486.54	200,282.09	
Feb-05-21	49	200,282.09	2,232.48	0.00	482.34	198,531.95	
Mar-05-21	50	198,531.95	2,232.48	0.00	478.13	196,777.60	
Apr-05-21	51	196,777.60	2,232.48	0.00	473.90	195,019.02	
May-05-21	52	195,019.02	2,232.48	0.00	469.67	193,256.21	
Jun-05-21	53	193,256.21	2,232.48	0.00	465.42	191,489.15	
Jul-05-21	54	191,489.15	2,232.48	0.00	461.16	189,717.83	
Aug-05-21	55	189,717.83	2,232.48	0.00	456.90	187,942.25	

1706 (3)

CAT Financial

Governmental Equipment Lease-Purchase Agreement
Transaction Number 3000395

1. PARTIES

LESSOR *("we", "us", or "our")*:
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE *("you" or "your")*:
GLADWIN COUNTY, MI, ROAD COMMISSION
301 S. STATE ST
GLADWIN, MI 48624

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit	MONTHLY LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
(1) New 140M3AWD Caterpillar Motor Grader	N9J00519	$2,232.48	$181,232.48	_____

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us as follows: a first payment of $2,232.48 will be paid in arrears and the balance of the Lease Payments is payable in 59 successive monthly payments of which the first 58 payments are in the amount of $2,232.48 each, and the last payment is in the amount of $181,232.48 plus all other amounts then owing under this Lease, with the first Lease Payment due one month after the date that we sign this Lease and subsequent Lease Payments due on a like date of each month thereafter until paid in full. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation,PO Box 730669, Dallas, TX 75373-0669 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. You agree that, **except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

   The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 2.89% per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will

return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Notwithstanding our designation as "Lessor", we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 6 above as Attachment D; and (iv) any other documents or items required by us.

16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR
CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (print) _____

Title _____

Date _____

LESSEE
GLADWIN COUNTY, MI, ROAD COMMISSION

Signature _____

Name (print) Dave Petersen

Title MANAGER

Date 4-21-17

(3)

Addendum to Governmental Equipment Lease Purchase Agreement
Transaction Number 3000395

CAT Financial

1. PARTIES

LESSOR *(we)*:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE *(you)*:

GLADWIN COUNTY, MI, ROAD COMMISSION
301 S. STATE ST
GLADWIN
MI 48624

2. TERMS

WHEREAS, Lessor and Lessee wish to amend and modify the terms and conditions of the Agreement pursuant to the term and conditions contained in this Addendum.

NOW THEREFORE, In consideration of the terms, covenants, conditions and agreements contained herein as well as in the Agreement, the receipt and sufficiency of which are acknowledged, Lessor and Lessee hereby agree as follows:

1. The Agreement is hereby amended so that the Lease Payments due under the Agreement shall be due monthly on the 1ST and on like date of each month thereafter (with the exception of any specified monthly payment in which Lessor does not require any Lease Payments) for the term of the Agreement or until termination of the Agreement.

2. All capitalized terms used in this Addendum but not defined herein shall have the meaning ascribed to such terms in the Agreement.

3. This Addendum shall be effective as of the date Lessor executes this Addendum.

4. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control.

5. Except as provided herein, the Agreement shall remain unchanged and in full force and effect in accordance with its terms. It is specifically understood and agreed that the foregoing shall not be deemed to be a waiver or amendment of any other provision of the Agreement or any of Lessor's rights or remedies under the Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this Addendum.

SIGNATURES

GLADWIN COUNTY, MI, ROAD COMMISSION		**CATERPILLAR FINANCIAL SERVICES CORPORATION**	
X Signature		Signature	
Name (print)	DAVE PETRASCH	Name (print)	
Title	MANAGER	Title	
Date	4-21-17	Date	

Form No. ADDATLGOV

Michigan CAT

Michigan CAT Corporate Headquarters
24800 Novi Road
Novi, Michigan 48375
Toll Free 1 (888) 642-4228 Fax (248) 348-3081

TERMS AND CONDITIONS OF GUARANTEED PURCHASE AGREEMENT

This letter Agreement is to verify the limited terms and conditions upon which Michigan CAT agrees to purchase Gladwin CRC CAT, 140M3 AWD supplied as the successful winner of BID Number: .

Michigan CAT agrees that if Gladwin CRC elects to return the CAT, 140M3 AWD within 5 years after delivery date or at 5000 hours, Which Ever Comes First, Michigan CAT will purchase this machine for $179000.

Gladwin CRC and Michigan CAT agree that Michigan CAT's obligation to purchase specified equipment is conditioned upon the occurrence of all of the following:

1. Gladwin CRC shall notify Michigan CAT of their Re-Purchase Agreement intention in writing thirty (30) days prior to the expiration date listed above.

2. Gladwin CRC shall return the CAT, 140M3 AWD to the Michigan CAT yard in by . A daily rate of $ will be assessed and payable upon return of the machine for each day beyond the agreed upon return date.

3. Gladwin CRC shall incur all shipping expenses, permits, fees, etc.

4. Gladwin CRC shall only have operated the CAT, 140M3 AWD a total of 5000 hours. A charge of $ per hour will be assessed and payable upon return of machine for each hour over agreed upon hour usage.

5. Gladwin CRC must return the CAT, 140M3 AWD in the same configuration and with all attachments as when delivered by Michigan CAT.

6. All ground engaging tools, tracks and associated parts, rubber belt units and associated parts and rubber tires must have good structural integrity, must be complete and must have fifty percent (50%) minimum remaining life.

7. Gladwin CRC agrees that repair expense necessitated by operator negligence or damage will be deducted from the above referenced purchase figure.

8. Gladwin CRC must return the CAT, 140M3 AWD thoroughly cleaned, steam cleaned if available and free from all oil, hydraulic and fuel leaks.

9. Gladwin CRC must have operated and maintained the CAT, 140M3 AWD in accordance with Caterpillar Lubrication and Maintenance and Operations guide books and all Scheduled Oil Sampling must be completed. All Product Improvement Programs must be completed.

   All repairs must be accomplished in accordance with factory recommended materials and repair procedures and ensure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs.

10. Gladwin CRC must have operated the CAT, 140M3 AWD only in applications for which it was designed and manufactured.

11. Gladwin CRC must have maintained a working engine hour meter at all times.
    All switches, monitoring systems (EMS,VIMS,VIDS), gauges, control levers, pedals, radio, mirrors, seats, insulation, safety items and systems, electrical components and systems, and all other contents must be complete and in good working order. All window glass, frames, doors, fenders and flat metal or plastic surfaces and weather stripping must be complete, in good working order and free from dents and cracks.

12. The CAT, 140M3 AWD shall not be encumbered by any other fees, taxes or liens.

Michigan CAT's obligation is conditioned upon Gladwin CRC satisfying all of the above terms and conditions.

Sincerely,
Michigan CAT

Regional Sales Manager — DATE

Gladwin CRC — DATE 4-21-17

GLADWIN COUNTY BOARD OF ROAD COMMISSIONERS

MEETING MINUTES OF

November 21, 2016

The regular meeting of the Gladwin County Board of Road Commissioners was held on Wednesday, November 21, 2016 at 9:30 a.m.

Meeting was called to order by the Chairman, Keith Edick. Present were Commissioners Edick, Donn and Brabon, also Dave Pettersch, Manager and Heather Cameron, Clerk. A list of others attending the meeting is attached to these minutes at the road commission office.

The Pledge of Allegiance was recited.

The minutes from the November 2, 2016 regular meeting were presented for approval. Motion was made by Commissioner Brabon and seconded by Commissioner Donn. Motion Carried.

Payment voucher 16-34 was presented for approval of payroll in the amount of $55,874.46 and bills payable in the amount of $229,073.68. Motion was made by Commissioner Donn and seconded by Commissioner Brabon to approve the payment voucher. Motion Carried.

Larry Grell, Billings Township Supervisor discussed activity in Billings Township.

Josh Buchanan, Account Representative from Michigan Cat was here to discuss purchase and lease options on a new Cat Grader. Motion was made by Commissioner Brabon and Seconded by Commissioner Donn to lease a 2017 Caterpillar Model #140M3AWDB Motor Grader with a monthly payment of $2,232.48 for 60 months.

The County Treasurer cash balances and Gas & Weight Receipts were provided and reviewed.

The state auditor's report was discussed. The adjusted amount of $54,495 will be added to our next routine maintenance payment.

Commissioner Edick offered the following resolution and moved for its adoption:
WHEREAS, the Michigan Department of Transportation ("MDOT") has presented a proposed contract between MDOT and the Gladwin County Road Commission under which the Road Commission would perform maintenance on state trunkline highways within Gladwin County, and
WHEREAS, MDOT has affirmatively found that contracting with the Gladwin County Road Commission for the maintenance of State Trunk Line highways and bridges within Gladwin County, is in the best public interest; and
WHEREAS, the Gladwin County Road Commission concurs in MDOT's finding that it is in the best public interest to contract with the Gladwin County Road Commission for the maintenance of State Trunk Line highways and bridges within Gladwin County for the reason that the Road Commission has a proven record of efficiently providing a high level of service on State Trunkline Highways within Gladwin County for many years; and
WHEREAS, the Gladwin County Road Commission has reviewed the terms of the contract and the recommendations of the CRAM's Negotiating Committee; and
NOW THEREFORE BE IT RESOLVED that the Gladwin County Road Commission hereby accepts and agrees to enter into the State Trunkline Maintenance Contract presented by MDOT but only in the form that incorporates the changes as recommended by CRAM's Negotiating Committee and Keith Edick, Chairman and Ron Brabon, Vice Chairman are authorized and instructed to sign the State Trunkline Maintenance Contract incorporating the changes as indicated in this resolution on behalf of the Gladwin County Road Commission.

The motion was made by Commissioner Brabon, seconded by Commissioner Donn and carried by the following roll call vote.
Yeas: Edick, Donn, Brabon
Nays: None

The East Central Council Meeting will be held in Alcona on December 1.

Motion was made by Commissioner Brabon and seconded by Commissioner Donn to appoint Heather Cameron as Clerk. Motion carried by the following roll call vote.
Yeas: Edick, Donn, Brabon
Nays: None

Motion was made by Commissioner Brabon and seconded by Commissioner Donn to approve a GCRC credit card in Heather Cameron's name for approved purchases according to policy #9.
Motion carried by the following roll call vote.
Yeas: Edick, Donn, Brabon
Nays: None

Dave Pettersch provided the engineers report.

Motion was made by Commissioner Brabon and seconded by Commissioner Edick to recess the meeting at 10:35 a.m.

The meeting was reconvened by Chairman, Keith Edick at 1 p.m.

Applications for the new payroll clerk and administrative assistant were reviewed.

Motion was made by Commissioner Brabon and seconded by Commissioner Donn to adjourn at 2:10 p.m.

Gladwin County Board of Road Commissioners

_____
Secretary

_____

_____

_____

(3)

Attachment B
Transaction Number 3000395

CAT Financial

GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Michigan (the "State") authorize GLADWIN COUNTY, MI, ROAD COMMISSION (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

Name (Print or Type)	Title (Print or Type)
DAVE PETERSON	MANAGER
HEATHER CAMPBELL	CLERK
JEFF BASHABER	FLEET MANAGER

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____, _____ of GLADWIN COUNTY, MI, ROAD COMMISSION, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature: _____
Title: MANAGER
Date: 4-21-17

(3)

CAT Financial

Verification of Insurance

Lessee:

LESSOR *(we)*:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203-0001

LESSEE *(you)*:

GLADWIN COUNTY, MI, ROAD COMMISSION
301 S. STATE ST
GLADWIN, MI 48624

Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 3000395 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company: MCRGCIP

Address:

Phone No:

Agent's Name:

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of $1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
1. 140M3AWD	Caterpillar Motor Grader	N9J00519		$279,000.00

SIGNATURES

LESSEE

GLADWIN COUNTY, MI, ROAD COMMISSION

X Signature

Name (print) Dave Petrowski

Title Manager

Date 4-21-17

Form No. GOV/GS

942974 04/17/2017 7:48 AM CT

(3)

CAT®

CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to $2,500 limit.

Rental Reimbursement

The plan allows for rental costs up to $2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to $100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a $10,000 maximum for debris removal.

The policy will pay fire department service fees up to $5,000.

Deductible

$1,000 Construction and Agricultural Equipment Deductibles:
$5,000 deductible all logging Equipment

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at 1-800-248-4228.
You may also e-mail CIC at physicaldamage@cat.com

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002
(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: $0.00

(3)

APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 140M3AWD	Caterpillar Motor Grader	N8J00519			$16,575.00	$320.06

Marsha Blaisdell

Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 60 months will be $16,575.00, which is $3,315.00 per year based upon the total equipment value of $279,000.00.

Method 1 ☐ I will finance the insurance premium, including finance charges, of $320.06 per scheduled equipment payment. The finance charge is calculated at 4.20% per annum on the total insurance premium covering the full term of the finance agreement.By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.

Method 2 ☐ I desire coverage for an initial 12 month term. I will pay the $3,315.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.

Method 3 ☐ I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.

Method 4 ☑ I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC , coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

Customer Name: GLADWIN COUNTY, MI, ROAD COMMISSION
Dealer Name: MACALLISTER MACHINERY CO., INC. DBA MICHIGAN CAT

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

X Accepted By: _____ Name (PRINT): Dave Petersen

Title: Manager Date: 4-21-17

Form No. DIAGRECAT

(3)

CUSTOMER INFORMATION VERIFICATION
(Required Document)

CAT Financial

In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Purchase Order # for new contract: _____

Current Information on file		Please make corrections here
Customer Name:	**GLADWIN COUNTY, MI, ROAD COMMISSION**	
Physical Address:	**301 S. STATE ST**	
	GLADWIN, MI 48624	
Mailing Address:	**301 S. STATE ST**	
	GLADWIN, MI 48624	
Equipment Location:	**301 S. STATE ST.**	
	GLADWIN, MI 48624, GLADWIN	
Business Phone:		
E-mail Address:		
Accounts Payable Contact Name and Phone:		
Tax Information		
Sales Tax Rate:	**0**	

(Please note: Sales Tax Rate, includes all applicable State, County, and City sales tax)

City Limits **Asset outside the City Limits? Yes___ No___**

Tax Exemption Status

Please indicate if you are tax exempt. ☐ Exempt* ☐ Non-Exempt

A Tax Exemption Certificate is required for all tax exempt customers. If you are tax exempt - please enclose a current tax exemption certificate to be returned with your documents.

Electronic Copy Available Upon Funding

If you would like an electronic copy of your contract, please provide a valid email address below (one letter per line).

_____

The information above has been reviewed and is accurate to the best of my knowledge with exception of any corrections as noted.

***Should the above changes apply to ALL of your contracts, OR for this contract ONLY?**

☐ **ALL CONTRACTS**
☐ **THIS CONTRACT ONLY**

THE ABOVE INFORMATION HAS BEEN REVIEWED AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE WITH EXCEPTION OF ANY CORRECTIONS AS NOTED.

X DP
Customer Initials

Data Privacy Notice: *This notice pertains to personal data supplied in connection with your credit application. By providing your information to Caterpillar Inc. or any of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation (collectively "Caterpillar"), you are agreeing that the information may be shared among Caterpillar and its partners and dealers, and used to process your applications for credit and other orders and to improve or market Caterpillar products and services. If you have any questions pertaining to this notice, please contact the Data Privacy Coordinator at 615-341-8222.*

Form No. CUVER

(3)

Additional Terms and Conditions
Transaction Number 3000395

CAT Financial

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.

2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).

3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).

4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.

5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).

6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.

7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.

8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.

9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

Gladwin County Road Commission
Fund 350 - Refinance 10/2012

Date	Description	Receipt #	JE #	Amt Received	Principal	Interest	Total Owed
10/01/12	Refinance Note to PNC				1,285,000.00		1,285,000.00
02/06/13	Feb Pyment - PNC Bank	JE 9*2262	9*2264			7,355.91	1,285,000.00
08/01/13	Aug Pymnt - PNC Bank	78387	9*2750	$11,822.00		11,822.00	1,285,000.00
01/30/14	Feb Pyment - PNC Bank	79639	9*3205	$31,822.00	20,000.00	11,822.00	1,265,000.00
07/31/14	Aug Pymnt - PNC Bank	80842	9*3649	$11,636.98		11,636.98	1,265,000.00
01/30/15	Feb Pyment - PNC Bank	82125	9*4038	$126,638.00	115,000.00	11,638.00	1,150,000.00
07/31/15	Aug Pymnt - PNC Bank	83361	9*4440	$10,574.12	0.00	10,574.12	1,150,000.00
01/29/16	Feb Pyment - PNC Bank	JE 9*4848	9*4852	$130,580.00	120,000.00	10,580.00	1,030,000.00
07/29/16	Aug Pymnt - PNC Bank	87128	9*5316	$9,476.00	0.00	9,476.00	1,030,000.00
01/30/17	Feb Pyment - PNC Bank	89950	9*5768	$129,476.00	120,000.00	9,476.00	910,000.00
08/01/17	Aug Pymnt - PNC Bank	94749	9*6153	$8,372.00		8,372.00	910,000.00
01/31/18	Feb Pyment - PNC Bank	97601	9*6587	$133,372.00	125,000.00	8,372.00	785,000.00
08/01/18	Aug Pymnt - PNC Bank	101941	9*7052	$7,222.00		7,222.00	785,000.00
01/31/19	Feb Pyment - PNC Bank	104613		$132,222.00	125,000.00	7,222.00	660,000.00
08/01/19	Aug Pymnt - PNC Bank	109440/109626	9*8120	$6,097.55		6,097.55	660,000.00
01/31/20	Feb Pyment - PNC Bank	112922	9*8508	$136,072.00	130,000.00	6,072.00	530,000.00
08/01/20	Aug Pymnt - PNC Bank	117577	9*8880	$4,869.36		4,869.36	530,000.00
				$0.00			530,000.00
				$0.00			530,000.00
				$0.00			530,000.00
	Total Paid to Date			$890,252.01	755,000.00	142,607.92	

TRUE

14

0000141300053900100111 00

(4)

PNC BANK, N.A.
P O BOX 1030
OSHTEMO MI 49009

PNC

Commercial Loan Statement

RECEIVED
JUL 27, 2020 CV
GLADWIN COUNTY TREASURER

COUNTY OF GLADWIN
401 W CEDAR AVE
GLADWIN MI 48624

Portfolio	Obligation	Obligor	Interest Paid Year To Date
010	605811987	34664922	6,072.00

Maturity Date	Billed Date	Due Date	Total Amount Due
02/01/24	07/17/20	08/01/20	**4,869.36**

Payment must be made in the amount indicated in the "Total Amount Due" section above to avoid additional interest and /or delinquency charges.

Direct questions to return address or visit pnc.com/howtoreadstatement

Loan Summary

Previous Interest Due	Interest Debits and Credits	Current Interest Due	Total Interest Du
6,072.00	6,072.00-	4,869.36	4,869.3

Previous Principal Due	Principal Debits and Credits	Current Principal Due	Total Principal Du
130,000.00	130,000.00-	0.00	0.0

Activity Detail

Date	Tran Description	Interest Rate	Fee Amount	Principal Amount	Principal Balance	Days	Interest
02/01/20	Balance Forward	1.840000			660,000.00		6,072.00
01/31/20	Principal Paymt	1.840000		130,000.00-	530,000.00		
01/31/20	Interest Paymt	1.840000			530,000.00		6,072.00
02/01/20	Adjustment				530,000.00		6.64
08/01/20	Int. Accrual	1.840000			530,000.00	180	4,876.00

Please return this portion with payment. Make check payable to "PNC Bank".

PNC Bank Commercial Loan Statement

COUNTY OF GLADWIN

Due Date	Interest Due	Principal Due
08/01/20	4,869.36	0.00

Total Amount Due
4,869.36

PNC BANK, N.A.
COMMERCIAL LENDING OPERATIONS
P O BOX 747046
PITTSBURGH PA 15274-7046

Portfolio	Obligation	Obligor
010	605811987	34664922

2010001006058119873466492200000004869368

Amount Paid

PNC - Loan Contact
Janet Zupancic
412-768-5876

janet.zupancic@pnc.com
(4)

County of Gladwin, State of Michigan

Michigan Transportation Fund Refunding Bonds, Series 2012

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/09/2012	-	-	-	-	-
02/01/2013	-	-	7,355.91	7,355.91	-
08/01/2013	-	-	11,822.00	11,822.00	-
12/31/2013	-	-	-	-	19,177.91
02/01/2014	20,000.00	1.840%	11,822.00	31,822.00	-
08/01/2014	-	-	11,638.00	11,638.00	-
12/31/2014	-	-	-	-	43,460.00
02/01/2015	115,000.00	1.840%	11,638.00	126,638.00	-
08/01/2015	-	-	10,580.00	10,580.00	-
12/31/2015	-	-	-	-	137,218.00
02/01/2016	120,000.00	1.840%	10,580.00	130,580.00	-
08/01/2016	-	-	9,476.00	9,476.00	-
12/31/2016	-	-	-	-	140,056.00
02/01/2017	120,000.00	1.840%	9,476.00	129,476.00	-
08/01/2017	-	-	8,372.00	8,372.00	-
2/31/2017	-	-	-	-	137,848.00
02/01/2018	125,000.00	1.840%	8,372.00	133,372.00	-
08/01/2018	-	-	7,222.00	7,222.00	-
2/31/2018	-	-	-	-	140,594.00
02/01/2019	125,000.00	1.840%	7,222.00	132,222.00	-
8/01/2019	-	-	6,072.00	6,072.00	-
2/31/2019	-	-	-	-	138,294.00
2/01/2020	130,000.00	1.840%	6,072.00	136,072.00	-
8/01/2020	-	-	4,876.00	4,876.00	-
2/31/2020	-	-	-	-	140,948.00
2/01/2021	130,000.00	1.840%	4,876.00	134,876.00	-
8/01/2021	-	-	3,680.00	3,680.00	-
2/31/2021	-	-	-	-	138,556.00
2/01/2022	130,000.00	1.840%	3,680.00	133,680.00	-
3/01/2022	-	-	2,484.00	2,484.00	-
2/31/2022	-	-	-	-	136,164.00
2/01/2023	130,000.00	1.840%	2,484.00	132,484.00	-
3/01/2023	-	-	1,288.00	1,288.00	-
2/31/2023	-	-	-	-	133,772.00
2/01/2024	140,000.00	1.840%	1,288.00	141,288.00	-
2/31/2024	-	-	-	-	141,288.00
Total	**$1,285,000.00**	-	**$162,375.91**	**$1,447,375.91**	-

R-1

UNITED STATES OF AMERICA
STATE OF MICHIGAN

COUNTY OF GLADWIN
MICHIGAN TRANSPORTATION FUND REFUNDING BOND, SERIES 2012

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE
1.84%	See Attached Exhibit A	October 9, 2012

Registered Owner: PNC Bank, National Association

Principal Amount: *****$1,285,000*****

The County of Gladwin, State of Michigan (the "County"), acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the maturity dates and in the amounts set forth on Exhibit A attached hereto, the final payment to be made upon presentation and surrender of this bond at the office of the Treasurer of the County of Gladwin, Gladwin, Michigan, the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolution (as hereinafter defined), and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check or draft drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount from October 9, 2012, or such later date through which interest has been paid until the County's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on the first day of February and August in each year, commencing on February 1, 2013. Principal and interest are payable in lawful money of the United States of America. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This bond is a single obligation in the principal amount of One Million Two Hundred Eighty-Five Thousand Dollars ($1,285,000) issued by the County under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 34, Public Acts of 2001, as amended) and a resolution adopted by the Board of Commissioners of the County on September 11, 2012 and an order of the County Treasurer (collectively, the "Resolution"), for the purpose of refunding the County's outstanding Michigan Transportation Fund Bonds, Series 2004, dated as of June 1, 2004, maturing in the years 2015 through 2024.

This bond and the interest thereon are payable from the proceeds of state collected taxes returned by the Michigan Transportation Fund to the Gladwin County Road Commission for highway purposes pursuant to law and the Resolution contains an irrevocable appropriation of the amount necessary to pay the principal of and interest on this bond from moneys derived from such state collected taxes so returned to the Gladwin County Road Commission for highway purposes which have not been theretofore specifically allocated and pledged for the payment of indebtedness. As additional security, the County has agreed that if the payments from the said taxes are insufficient to pay the principal of and interest on the bonds, then the County Treasurer shall be obligated to advance sufficient money from the general fund of the County to make up the deficiency. The ability of the County to levy ad valorem taxes in order to advance any such money is subject to statutory and constitutional limitations. The County may issue additional bonds payable from said state collected taxes and the Gladwin County Road Commission may pledge said state collected taxes for payment of certain obligations within the limitations prescribed by law.

This bond is not a general obligation of the State of Michigan.

This bond is transferable, as provided in the Resolution, only upon the books of the County kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of $5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

This bond is not subject to optional redemption prior to maturity.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of the County, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County of Gladwin, State of Michigan, by its Board of Commissioners, has caused this bond to be executed in its name by the manual or facsimile signatures of the Chairperson of the Board of Commissioners and the County Clerk and its corporate seal (or a facsimile thereof) to be impressed or imprinted thereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by the bond registrar and paying agent or an authorized representative of the bond registrar and paying agent.

COUNTY OF GLADWIN

By:_____

Its: Chairperson, Board of Commissioners

And:_____

Its: Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolution.

By: _____
Treasurer, County of Gladwin, Michigan
Bond Registrar and Paying Agent

AUTHENTICATION DATE: October 9, 2012

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (please print or type name, address and taxpayer identification number of transferee) the within bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ _____

Signature Guaranteed: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

EXHIBIT A

The principal amounts and maturity dates for the bond to which this Exhibit A is attached are as follows:

MATURITY DATE FEBRUARY 1	PRINCIPAL MATURITY
2014	$ 20,000
2015	115,000
2016	120,000
2017	120,000
2018	125,000
2019	125,000
2020	130,000
2021	130,000
2022	130,000
2023	130,000
2024	140,000

NOTE 6 - LONG-TERM DEBT (Continued)

Department of Public Works:					
5 General Obligation Bonds	$ 195,000	$ -	$ 95,000	$ 100,000	$ 100,000
Drain Commission:					
6 General Obligation Notes	$ 885,000	$ -	$ 150,000	$ 735,000	$ 100,000
Gladwin City-County Transit:					
Vested Employee Benefits	$ 34,833	$ 2,603	$ -	$ 37,436	$ -

Annual debt service requirements to maturity for the above obligations are as follows:

Road Commission – Michigan Transportation Bonds are issued by the Road Commission to finance construction projects and are direct obligations, pledging the full faith and credit of the County and the Road Commission. The bonds are issued as 20-year serial bonds with varying amounts of principal maturing each year through 2024 and bear interest at a rate of 1.84%. The installment purchase agreements bear interest from 2.89% to 3.00%. Title to the equipment is transferred to the lessor at the end of the lease. Annual debt service requirements to maturity for the Michigan Transportation bonds and installment purchase agreements are as follows:

Year End December 31	Principal	Interest
2020	$ 168,513	$ 19,344
2021	212,503	14,520
2022	314,379	7,483
2023	130,000	3,772
2024	140,000	1,288
Total	$ 965,395	$ 46,407

Department of Public Works – General obligation bonds are issued by the County to finance construction projects managed and administered by the Department of Public Works. These bonds are direct obligations, pledging the full faith and credit of the County and the City of Gladwin. The bonds are issued as serial bonds with varying amounts of principal maturing each year through November 2020 and bearing interest at rates from 3.95% to 4.5%. Annual debt service requirements to maturity for the Department of Public Works general obligation bonds are as follows:

Year End December 31	Principal	Interest
2020	$ 100,000	$ 4,550

Drain Commission – General obligation drain improvement bonds and notes are issued by the County to finance certain drainage district construction projects. General obligation bonds have been issued for governmental activities. These bonds and notes are direct obligations, pledging the full faith and credit of the County and the respective drainage districts. The bonds are generally issued as 10 to 20-year serial bonds with varying amounts of principal maturing each year and bear interest rates varying from 4.14% to 6%. Annual debt service requirements to maturity for the Drain Commission general obligation bonds are as follows:

City of Gladwin - Refunding Bond
City of Gladwin - Refunding of 1996 Sewer & Water Bond
Chemical Bank

Date	Description	CR#	JE#	Principal	Interest	Total
				855-000-995-000	855-000-991-000	Owed
	Balance forward to spreadsheet					685,000.00
03/01/13	March payment	77350	9*2313	0.00	15022.50	685,000.00
08/28/13	September payment	78535	9*2822	75,000.00	15022.50	610,000.00
02/28/14	March payment	79854	9*3298	0.00	13447.50	610,000.00
08/27/14	September payment	81016	9*3701	75,000.00	13447.50	535,000.00
02/28/15	March payment	82302	9*4123	0.00	11853.75	535,000.00
08/27/15	September payment	73485	9*4536	80,000.00	11853.75	455,000.00
02/29/16	March payment	84887	9*4921	0.00	10133.75	455,000.00
09/01/16	September payment	87270	9*5385	85,000.00	10133.75	370,000.00
03/01/17	March payment	90708	9*5823	0.00	8285.00	370,000.00
09/01/17	September payment	95465	9*6213	85,000.00	8285.00	285,000.00
03/01/18	March payment - City paid directly in error		6,415.00		2002.50	285,000.00
03/08/18	Bank error - bal due on interest	98736	9*6655/6760		4412.50	285,000.00
09/05/18	September payment	102511	9*7147	90,000.00	6415.00	195,000.00
02/28/19	March payment	105921	9*7596		4412.50	195,000.00
08/30/19	September payment	109932	9*7977	95,000.00	4412.50	100,000.00
02/28/20	March payment	113851	9*8625		2275.00	100,000.00
09/01/20	September payment	118476	9*8964	100,000.00	2275.00	0.00
						0.00
						0.00
						0.00
						0.00
						0.00
	Total Paid to Date		6,415.00	685,000.00	143,690.00	

TRUE

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LOAN STATEMENT

CHEMICAL BANK

Member FDIC

A Division of TCF National Bank

PO BOX 1527 | MIDLAND, MI 48641-1527
800.867.9757
Return Service Requested

00000244 IBSP071120044269413 000001 100000 0M

GLADWIN COUNTY
C/O GLADWIN COUNTY TREASURER
401 W CEDAR
GLADWIN MI 48624-2058

Account/Note Number	09999796178-00001
Statement Date	07/10/20
Officer	LOAN SERVICING
Branch Number	6197
Current Balance	$100,000.00
Payment Due Date	09/01/20
Amount Due	$102,275.00

Call 1-866-731-6414 with questions on your bill.

SUMMARY

Note/Category	Current Balance	Interest Rate	Maturity Date	Description	Amount Due
MULTIPLE COLLATERAL					
00001/C	100,000.00	4.550000	09/01/20	Final Payment	100,000.00
				Interest	2,275.00
				Total Due On 09/01/20	**$102,275.00**

YEAR-TO-DATE SUMMARY

Interest Paid	2,275.00	Escrow Interest Paid	0.00
Unapplied Funds	0.00	Escrow Balance	0.00
Taxes Disbursed	0.00		

LOAN HISTORY

Note Number	Posting Date	Effective Date	Transaction Description	Principal	Interest	Late Fees/ Others	Escrow	Insurance
00001	03/03/20	03/01/20	Payment	0.00	2,275.00	0.00	0.00	0.00

00000244-0000001-Page 000001 of 000002-IBSP071120044269413-FORM226

Please return the bottom portion of the statement with your loan payment.

☐ Check here for change of address or phone number and indicate changes.

GLADWIN COUNTY
C/O GLADWIN COUNTY TREASURER
401 W CEDAR
GLADWIN MI 48624-2058

321

Account/Note Number	09999796178-00001
Payment Due Date	09/01/20
Amount Due	$102,275.00
Additional Prin, Int, Escrow, Fees:	
Amount Enclosed	

Please remit and make check payable to:
CHEMICAL BANK
PO BOX 1527
MIDLAND MI 48641-1527

321 09999796178 00001 610 00000 0010227500 5

County of Gladwin, Michigan (City of Gladwin)

Refunding of 1996 Water and Sewer Bonds

Dated: July 26, 2007

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/26/2007	-	-	-	-	-
03/01/2008	-	-	25,695.49	25,695.49	-
09/01/2008	55,000.00	3.950%	21,512.50	76,512.50	-
12/31/2008	-	-	-	-	102,207.99
03/01/2009	-	-	20,426.25	20,426.25	-
09/01/2009	60,000.00	4.000%	20,426.25	80,426.25	-
12/31/2009	-	-	-	-	100,852.50
03/01/2010	-	-	19,226.25	19,226.25	-
09/01/2010	65,000.00	4.050%	19,226.25	84,226.25	-
12/31/2010	-	-	-	-	103,452.50
03/01/2011	-	-	17,910.00	17,910.00	-
09/01/2011	70,000.00	4.100%	17,910.00	87,910.00	-
12/31/2011	-	-	-	-	105,820.00
03/01/2012	-	-	16,475.00	16,475.00	-
09/01/2012	70,000.00	4.150%	16,475.00	86,475.00	-
12/31/2012	-	-	-	-	102,950.00
03/01/2013	-	-	15,022.50	15,022.50	-
09/01/2013	75,000.00	4.200%	15,022.50	90,022.50	-
12/31/2013	-	-	-	-	105,045.00
03/01/2014	-	-	13,447.50	13,447.50	-
09/01/2014	75,000.00	4.250%	13,447.50	88,447.50	-
12/31/2014	-	-	-	-	101,895.00
03/01/2015	-	-	11,853.75	11,853.75	-
09/01/2015	80,000.00	4.300%	11,853.75	91,853.75	-
12/31/2015	-	-	-	-	103,707.50
03/01/2016	-	-	10,133.75	10,133.75	-
09/01/2016	85,000.00	4.350%	10,133.75	95,133.75	-
12/31/2016	-	-	-	-	105,267.50
03/01/2017	-	-	8,285.00	8,285.00	-
09/01/2017	85,000.00	4.400%	8,285.00	93,285.00	-
12/31/2017	-	-	-	-	101,570.00
03/01/2018	-	-	6,415.00	6,415.00	-
09/01/2018	90,000.00	4.450%	6,415.00	96,415.00	-
12/31/2018	-	-	-	-	102,830.00
03/01/2019	-	-	4,412.50	4,412.50	-
09/01/2019	95,000.00	4.500%	4,412.50	99,412.50	-
12/31/2019	-	-	-	-	103,825.00
03/01/2020	-	-	2,275.00	2,275.00	-
09/01/2020	100,000.00	4.550%	2,275.00	102,275.00	-
12/31/2020	-	-	-	-	104,550.00
Total	$1,005,000.00	-	$338,972.99	$1,343,972.99	-

County of Gladwin, Michigan (City of Gladwin)

Refunding of 1996 Water and Sewer Bonds

Dated: July 26, 2007

Debt Service Schedule

Yield Statistics

Bond Year Dollars	$7,757.71
Average Life	7.719 Years
Average Coupon	4.3694990%
Net Interest Cost (NIC)	4.3694990%
True Interest Cost (TIC)	4.3590493%
Bond Yield for Arbitrage Purposes	4.3590493%
All Inclusive Cost (AIC)	4.7545727%

IRS Form 8038

Net Interest Cost	4.3694990%
Weighted Average Maturity	7.719 Years

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UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF GLADWIN
2007 GLADWIN COUNTY (CITY OF GLADWIN
WATER AND SEWER SYSTEM) REFUNDING BOND

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE	CUSIP
4.500%	September 1, 2019	July 26, 2007	376705 JY6

Registered Owner: Chemical Bank

Principal Amount: *****$95,000*****

SPECIMEN

The County of Gladwin, State of Michigan (the "County") acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at Chemical Bank, the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolution (as hereinafter defined), and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check or draft drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount from July 26, 2007 or such later date through which interest has been paid until the County's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on the first days of March and September in each year, commencing on March 1, 2008. Principal and interest are payable in lawful money of the United States of America.

This bond is one of a series of bonds aggregating the principal sum of One Million Five Thousand Dollars ($1,005,000) issued by the County under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 185, Public Acts of 1957, as amended, and Act No. 34, Public Acts of 2001, as amended) and a resolution adopted by the Board of Commissioners of the County and an order of the County Treasurer (collectively, the "Resolution") for the purpose of refunding the outstanding Water Supply and Sewage Disposal System No. 1 (City of Gladwin) Series 1996 Bonds, dated as of March 1, 1996, maturing in the years 2008 through 2020. The bonds of this series are issued in anticipation of, and the principal of and interest on the bonds are payable from, moneys to be received by the County from the City of Gladwin (hereinafter referred to as the "City") in payment of its obligations under a Contract dated March 27, 1996, between the County and the City. The full faith and credit of the City have been pledged for the making of payments to the County in amounts sufficient to pay the principal

of and interest on the bonds of this series when due. As additional security for the payment of the principal of and interest on the bonds of this series the full faith and credit of the County have been pledged. Pursuant to a majority vote of the qualified electors of the City voting thereon at a special election held on January 17, 1996, the annual ad valorem tax levy of the City shall be without limitation as to rate or amount, but not in excess of the rate or amount necessary to pay the City's obligations under the Contract. Taxes imposed County are subject to constitutional and statutory tax limitations.

This bond is transferable, as provided in the Resolution, only upon the books of the County kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of $5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds which have been selected for redemption.

Bonds maturing prior to September 1, 2016, are not subject to redemption prior to maturity. Bonds maturing on and after September 1, 2016, are subject to redemption prior to maturity at the option of the County, in such order as shall be determined by the County, on any date on and after September 1, 2015. Bonds of a denomination greater than $5,000 may be partially redeemed in the amount of $5,000 or any integral multiple thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot. The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption.

Not less than thirty days but not more than sixty days notice of redemption shall be given to the registered owners of bonds called to be redeemed by mail to each registered owner at the registered address. Bonds or portions of bonds called for redemption shall not bear interest on and after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of said County, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County of Gladwin, Michigan, by its Board of Commissioners, has caused this bond to be executed in its name by facsimile signatures of the Chairperson of the Board of Commissioners and the County Clerk and its corporate seal (or a

facsimile thereof) to be impressed or imprinted hereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by the bond registrar and paying agent or an authorized representative of the bond registrar and paying agent.

COUNTY OF GLADWIN

By: Laura E. Flach
Laura E. Flach
County Clerk

By: Terry Whittington
Terry Whittington
Chairperson, Board of Commissioners

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolution.

CHEMICAL BANK
Bond Registrar and Paying Agent

By:_____
Authorized Representative

AUTHENTICATION DATE:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (please print or type name, address and taxpayer identification number of transferee) the within bond and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____ _____

Signature Guaranteed: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

BLOOMFIELD 9711-14 852700v2

Chappel Dam Debt Retirement
Bank of New York Mellon

Date	Description	JE #	Principal	Interest	Admin Fee	Total Owed
	Beginning Balance		1,745,000.00			1,745,000.00
11/30/09		9*1080		59,866.67		1,745,000.00
05/28/10		10*763	(45,000.00)	44,900.00	250.00	1,700,000.00
12/10/10		10*1261		44,900.00		1,700,000.00
05/31/11		11*864	(75,000.00)	44,000.00	250.00	1,625,000.00
11/30/11		9*1278		42,500.00		1,625,000.00
05/31/12		9*1688	(75,000.00)	42,500.00		1,550,000.00
06/07/12		9*1751			250.00	1,550,000.00
11/29/12		9*2118		41,000.00		1,550,000.00
05/31/13		9*2571	(75,000.00)	41,000.00	250.00	1,475,000.00
11/26/13		9*3046		39,500.00		1,475,000.00
05/30/14		9*3506	(75,000.00)	39,500.00	750.00	1,400,000.00
12/02/14		9*3927		38,000.00	750.00	1,400,000.00
05/30/15		9*4343	(75,000.00)	38,000.00		1,325,000.00
12/01/15		9*4737		36,500.00		1,325,000.00
05/31/16		9*5173	(75,000.00)	36,500.00	750.00	1,250,000.00
12/01/16		9*5619		34,906.25		1,250,000.00
06/01/17		9*6037	(75,000.00)	34,906.25	750.00	1,175,000.00
12/01/17		9*6459		33,125.00		1,175,000.00
06/01/18		9*6886	(75,000.00)	33,125.00		1,100,000.00
07/19/18	Additional Principal Payment	9*7041	(200,000.00)	1,666.66		900,000.00
09/14/18	Additional Principal Payment	9*7166	(15,000.00)	236.06		885,000.00
12/01/18		9*7420		24,837.50		885,000.00
03/18/19	Additional Principal Payment	9*7631	(15,000.00)	256.35		870,000.00
05/31/19	Regular Principal Payment	9*7850	(85,000.00)	24,406.25	750.00	785,000.00
05/31/19	Additional Principal Payment	9*7850	(50,000.00)			735,000.00
11/27/19		9*8305		20,631.25		735,000.00
06/01/20		9*8750	(100,000.00)	20,631.25	750.00	635,000.00
						635,000.00
						635,000.00
						635,000.00
						635,000.00
						635,000.00
	Total Paid to Date		(1,110,000.00)	817,394.49		

TRUE

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(6)

BNY MELLON

The Bank of New York Mellon Trust Company
Corporate Trust
2001 Bryan St., 11th FL
Dallas,TX 75201

Date: April 02, 2020
Loan#: CHAPPELDAM09
RE : CHAPPEL DAM GLADWIN COUNTY

000153 XBNYMM01 000000

GLADWIN COUNTY
ATTN: DRAIN COMMISSIONER
555 WEST CEDAR AVE
COUNTY ANNEX
GLADWIN,MI 48624

Dear Sir/Madam

Please be advised that payment in the amount of $120,631.25 is due on 06/01/2020 for CHAPPEL DAM GLADWIN COUNTY ASSESSMENT DISTRICT STATE OF MICHIGAN CHAPPEL DAM SPECIAL ASSESSMENT BONDS SERIES 2009. The bondholder payment date is 06/01/2020. The details of the amount due are as follows:

	Amount in Dollars($)
Principal	$100,000.00
Interest	$20,631.25
Collection Amount	$120,631.25
Total Cash on Hand	($0.00)
Total Amount Due	**$120,631.25**

Refer to your governing docs for payment date rules
In order for us to ensure timely payments to Bondholders, funds must be sent in accordance with the instructions below.
If paying by wire, please include your account number(s) on your wire transfer legend.
If paying by check, please include your account number(s) on your check.

Payment Instructions:
The Bank of New York Mellon
ABA#: 021000018
Account Details
Type Account No.
IMMS 6400228400

Check Payment Address:
The Bank of New York Mellon Trust Company
ATTENTION:Kayshellyn Lewis
Debt Service Billing-Direct Pays
P.O. Box 392005
Pittsburgh,PA 15251-9005

Wire Payments must be received by BNY Mellon before 11:00 E.S.T. on 06/01/2020.
Check payments must be received by BNY Mellon 5 business days prior to 06/01/2020.

If you are not in agreement with the information detailed on this bill, please contact me at (214)468-5010 or email me at Kayshellyn.lewis@bnymellon.com.

Thank you,

Kayshellyn Lewis
Corporate Trust Department

000153 XBNYMM01 000153 E

$1,745,000
CHAPPEL DAM ASSESSMENT DISTRICT
COUNTY OF GLADWIN, STATE OF MICHIGAN
CHAPPEL DAM SPECIAL ASSESSMENT BONDS, SERIES 2009

SCHEDULE OF REVENUES, DEBT SERVICE REQUIREMENTS AND COVERAGE

Year	Interest Due June 1	Principal Due June 1	Balance	Interest Due December 1	Balance	Total Revenues Due December 1	Balance
2009	$0	$0	$95,975	* $63,983	$31,992	$162,867	$194,858
2010	47,988	45,000	101,871	46,750	55,121	195,004	250,125
2011	46,750	75,000	128,375	44,688	83,687	189,333	273,020
2012	44,688	75,000	153,332	42,625	110,707	183,661	294,368
2013	42,625	75,000	176,743	40,563	136,181	177,990	314,171
2014	40,563	75,000	198,608	38,500	160,108	172,319	332,427
2015	38,500	75,000	218,927	36,438	182,490	166,648	349,137
2016	36,438	75,000	237,700	34,375	203,325	160,976	364,301
2017	34,375	75,000	254,926	32,313	222,613	155,305	377,918
2018	32,313	75,000	270,606	30,250	240,356	149,634	389,990
2019	30,250	100,000	259,740	27,500	232,240	143,963	376,202
* 2020	27,500	100,000	248,702	24,750	223,952	138,291	362,243
2021	24,750	100,000	237,493	22,000	215,493	132,620	348,113
2022	22,000	100,000	226,113	19,250	206,863	126,949	333,812
2023	19,250	100,000	214,562	16,500	198,062	121,278	319,340
2024	16,500	100,000	202,840	13,750	189,090	115,606	304,696
2025	13,750	100,000	190,946	11,000	179,946	109,935	289,881
2026	11,000	100,000	178,881	8,250	170,631	104,264	274,895
2027	8,250	100,000	166,645	5,500	161,145	98,593	259,737
2028	5,500	100,000	154,237	2,750	151,487	92,921	244,408
2029	2,750	100,000	141,658	0	141,658	0	141,658
	$545,738	$1,745,000		$561,733		$2,898,154	

* Bonds dated April 1, 2009, first interest payment due December 1, 2009 - 8 months. First 12 months of interest payable from bond proceeds.