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### **MASTER INSTALLMENT PURCHASE AGREEMENT**

This Master Installment Purchase Agreement is dated as of July 23 2019 ("Master Agreement"), and entered into by and between Mercedes-Benz Financial Services USA LLC, a Delaware limited liability company ("Lender"), and Hamilton County District School Board a body corporate and politic existing under the laws of the State of Florida ("Borrower").

1. **Agreement.** Borrower agrees to finance with Lender its installment purchase of certain "Equipment" as described in each Equipment Schedule (in substantially the form attached hereto as Exhibit A), which together with an Installment Payment Schedule (in substantially the form attached to such Equipment Schedule as Exhibit A-1) constitute a "Schedule", subject to the terms and conditions of and for the purposes set forth in the related Contract. Trucks, buses, other motor vehicles and other items of equipment and personal property may be financed under this Master Agreement from time to time by execution of individual Schedules by the parties hereto and as otherwise provided herein. Each Schedule and the terms and provisions of this Master Agreement (which includes all exhibits hereto, together with any amendments and modifications pursuant hereto) that are incorporated by reference into such Schedule shall constitute a separate and independent contract and installment purchase of the Equipment therein described and are referred to herein as a "Contract". In the event of any conflict in terms between a Schedule and this Master Agreement, the terms of the Schedule shall control in the interpretation of the Contract created thereby.

2. **Term.** The "Commencement Date" for each Contract is the date when interest commences to accrue under such Contract which date shall be the earlier of (a) the first date on which the Equipment listed in such Contract is accepted by Borrower in the manner described in Section 11 and the Funding Conditions under Section 8 with respect to such Contract have been satisfied, or (b) the first date on which the Funding Conditions under Section 8 with respect to such Contract have been satisfied and sufficient monies to purchase the Equipment listed in such Contract are deposited for that purpose into an Escrow Fund with an escrow agent as provided in Section 11, or (c) the date sufficient monies are set aside for acquisition of Equipment as evidenced in Exhibit D, if applicable. The "Contract Term" for each Contract means the Original Term and all Renewal Terms therein provided and for this Master Agreement means the period from the date hereof until termination of all Contracts thereunder. The "Original Term" means, with respect to a Contract, the period from the Commencement Date for such Contract until the end of Borrower's fiscal year (the "Fiscal Year") in effect at such Commencement Date. The "Renewal Term" for each Contract means each successive term having a duration that is coextensive with the Fiscal Year.

3. **Representations and Covenants of Borrower.** Borrower represents, covenants and warrants for the benefit of Lender on the date hereof and as of the Commencement Date of each Contract as follows: (a) Borrower is a public body corporate and politic duly organized and existing under the constitution and laws of the State of Florida ("State") with full power and authority under the constitution and laws of the State to enter into this Master Agreement and each Contract and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder; (b) Borrower has duly authorized the execution and delivery of this Master Agreement and each Contract by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Master Agreement and each Contract; (c) Borrower will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic; (d) Borrower has complied with such public bidding requirements as may be applicable to this Master Agreement and each Contract and the acquisition by Borrower of the Equipment as provided in each Contract; (e) during the Contract Term, the Equipment will be used by Borrower solely and exclusively for the purpose of performing essential governmental or proprietary

functions of Borrower consistent with the permissible scope of Borrower's authority; (f) within 210 days after the end of each Fiscal Year, Borrower will provide Lender with a copy of its audited financial statements for such Fiscal Year, budgets and proof of appropriation for the ensuing Fiscal Year, and such other financial information relating to the ability of Borrower to continue each Contract as may be requested by Lender; (g) Borrower has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule; and (h) during the last ten years prior to the Commencement Date of the applicable Contract, Borrower's governing body has not failed (for whatever reason) to appropriate amounts sufficient to pay its obligations that are subject to termination or non-renewal for failure to appropriate funds.

**4. Tax Covenants and Representations; Tax Indemnity.** Borrower agrees that it will not take any action that would cause the interest portion of Installment Payments under any Contract to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action which omission would cause the interest portion of Installment Payments under a Contract to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. Borrower agrees to (a) complete and file in a timely manner an information reporting return with respect to each Contract as required by the Internal Revenue Code of 1986, as amended ("Tax Code"); (b) rebate an amount equal to excess earnings on any escrow or other fund created with respect to a Contract to the federal government if required by, and in accordance with, Section 148(f) of the Tax Code, and make the determinations and maintain the records required by the Tax Code; and (c) so long as any Installment Payments under a Contract remain unpaid, moneys on deposit in any Escrow Fund created with respect to a Contract as provided in Section 11 will not be used in a manner that will cause such Contract to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Tax Code.

Borrower represents to Lender on the date hereof and as of the Commencement Date of each Contract that (i) Borrower has a substantial amount of the independent power to tax, the power of eminent domain or police power under applicable State law; (ii) neither Borrower nor any agency or unit of Borrower has on hand any property, including cash and securities, that is legally required or otherwise restricted (no matter where held or the source thereof) to be used directly or indirectly to purchase the Equipment under the related Contract; (iii) Borrower has not and will not establish any funds or accounts (no matter where held or the source thereof) the use of which is legally required or otherwise restricted to pay directly or indirectly Installment Payments under a Contract; (iv) Borrower does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the conclusion of the Contract Term of the related Contract; (v) the payment of the Installment Payments or any portion thereof under each Contract is not (under the terms of this Master Agreement or any Contract) directly or indirectly (A) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property or (B) on a present value basis, derived from payments (whether or not to Borrower) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit; (vi) the Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local government unit; (vii) no portion of the purchase price for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Borrower; (viii) Borrower has not entered into any management or other service contract with respect to the use and operation of the Equipment; (ix) Borrower has entered into, or will enter into, each Contract for the purpose of purchasing and acquiring the Equipment and not for the purpose of refinancing any outstanding obligation of Borrower more than 90 days in advance of its payment or prepayment date; and (x) the purchase price for the Equipment has been or will be paid directly by Lender to the supplier thereof, and no portion of the purchase price for the Equipment has been or will be paid to Borrower as reimbursement for any expenditures paid by Borrower more than 60 days prior to the Commencement Date of the applicable Contract or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance the Equipment on a federally tax-exempt basis.

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If Borrower takes any action or fails to take any action (including, without limitation, breaching any covenant contained in this Section 4), or makes any misrepresentation herein or in any certificate or document required to be given in connection with this Master Agreement or any Contract, in any case which causes or results in the interest portion of Installment Payments under such Contract to be or become includible in gross income of the owner or owners thereof for federal income tax purposes, Borrower agrees to pay (subject to Section 7) promptly after any such determination of taxability and on each Installment Payment due date thereafter to Lender an additional amount determined by Lender to compensate such owner or owners for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error).

Lender and Borrower intend that each Contract constitute a "conditional sale" for federal income tax purposes and, therefore, Lender and Borrower intend that Borrower be considered the owner of the Equipment under each Contract for federal income tax purposes.

5. **Financing Installment Purchase of Equipment.** Upon satisfaction of the Funding Conditions set forth in Section 8 with respect to a Contract and execution and delivery of such Contract, Lender advances funds to provide for, and Borrower borrows funds from Lender to finance, Borrower's installment purchase and acquisition of the Equipment in accordance with the terms thereof. The Contract Term for each Contract may be continued, solely at the option of Borrower, at the end of its Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Contract Term set forth in such Contract. At the end of the Original Term and at the end of each Renewal Term the Contract Term shall be automatically extended upon the successive appropriation by Borrower's governing body of amounts sufficient to pay Installment Payments and other amounts payable under the related Contract during the next succeeding Fiscal Year until all Installment Payments payable under such Contract have been paid in full, unless Borrower shall have terminated such Contract pursuant to Section 7 or Section 22. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Installment Payments shall be as provided in the applicable Contract.

6. **Continuation of Contract Term.** Borrower currently intends, subject to Section 7, to continue the Contract Term of each Contract through its Original Term and all of its Renewal Terms and to pay the Installment Payments and other amounts thereunder. Borrower reasonably believes that legally available funds in an amount sufficient to make all Installment Payments and other payments during the maximum Contract Term of each Contract can be obtained. Borrower currently intends to do all things lawfully within its power to obtain and maintain funds from which the Installment Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the applicable Schedule for any Renewal Term is within the discretion of the governing body of Borrower.

7. **Non-appropriation.** Borrower is obligated only to pay such Installment Payments and other amounts under each Contract as may lawfully be made from funds budgeted and appropriated for that purpose. If Borrower's governing body fails to appropriate sufficient funds in any Fiscal Year to pay Installment Payments and other amounts when due under any Contract during the next succeeding Fiscal Year (an "Event of Non-Appropriation"), then (a) Borrower shall deliver written notice to Lender of such Event of Non-Appropriation at least 15 days prior to the end of the then current Fiscal Year, but failure to deliver such notice shall not extend the Contract Term; (b) Borrower shall be deemed not to have renewed the affected Contract for the next succeeding Fiscal Year; (c) on or before the Return Date, Borrower cease use of the Equipment covered by the affected Contract and peaceably remove and transfer title and deliver possession to Lender of all (but not less than all) of such Equipment, at Borrower's expense (but solely from funds legally available for such purpose) at such location in the State as is specified by Lender and in the condition required by Section 15

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of this Master Agreement; and (d) the affected Contract shall terminate on the Return Date and Borrower shall not be obligated to make Installment Payments under the affected Contract after the Return Date, but will not be relieved of any obligations arising or accruing prior to such Event of Non-Appropriation including (without limitation) Borrower's obligation to pay all Installment Payments and other amounts payable under the affected Contract for which funds shall have been appropriated. "Return Date" means the last day of the Fiscal Year for which funds have been appropriated to pay Installment Payments due under a Contract. Under no circumstances shall the failure of Borrower to appropriate sufficient funds constitute a default or require payment of a penalty, or in any way limit the right of Borrower to purchase or utilize equipment or other personal property similar in function to the Equipment purchased under any Contract that is terminated as the result of the occurrence of an Event of Non-Appropriation. Borrower's covenant to transfer title and deliver possession to Lender of the Equipment covered by the affected Contract as provided in clause (c) of this paragraph shall survive termination of the such Contract.

If Borrower fails to deliver possession of, and title to, the Equipment under a Contract with respect to which an Event of Non-Appropriation has occurred, the termination of such Contract shall nevertheless be effective, but Borrower shall be responsible for payment of damages, to the fullest extent permitted under applicable State law, in an amount equal to the principal portion of Installment Payments thereafter scheduled to come due and for any other loss suffered by Lender as a result of Borrower's failure to transfer title to, and deliver possession of, such Equipment to Lender. Nothing in this Section 7 is intended, or shall be construed, to create a right in Lender to involuntarily dispossess Borrower of the legal title to or the use and possession of the Equipment under a Contract.

**8. Conditions to Lender's Performance.** This Master Agreement is not a commitment by Lender or Borrower to enter into any Contract not currently in effect, and nothing in this Master Agreement is intended or shall be construed to impose any obligation upon Lender or Borrower to enter into any proposed Contract, it being understood that whether Lender or Borrower enters into any proposed Contract shall be a decision solely within their respective discretion. Lender shall have no obligation to pay the purchase price for Equipment to a supplier or deposit any amount into an Escrow Fund as provided in Section 11 unless all reasonable conditions established by Lender ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Borrower has signed and delivered to Lender the Schedule and the related Escrow Agreement (if applicable); (b) no Event of Default or Event of Non-Appropriation shall have occurred and be continuing under any Contract; (c) no material adverse change shall have occurred in the financial condition of Borrower since the date of this Master Agreement; (d) the Equipment to be described in such Schedule is reasonably satisfactory to Lender and is free and clear of any security interests, liens or other encumbrances (except for the rights and interests of the Lender under this Master Agreement and the related Lease); (e) all representations of Borrower in each Contract remain true, accurate and complete; and (f) Lender has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lender: (1) evidence of insurance coverage or self-insurance required by Section 17; (2) an opinion of Borrower's counsel in substantially the form attached as Exhibit C hereto; (3) if any items of Equipment are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles and noting thereon Lender's rights and interests under the related Contract; (4) copies of resolutions by Borrower's governing body duly authorizing the Contract and incumbency certificates for the person(s) who will sign the Contract; (5) such documents, opinions and certificates as Lender may request relating to federal tax-exemption of the interest portion of Installment Payments payable under the Contract, including (without limitation) IRS Form 8038-G or 8038-GC and evidence of the adoption of a reimbursement resolution or other official action in the event that Borrower is to be reimbursed for expenditures that it has paid more than sixty days prior to the date on which the Funding Conditions are satisfied; (6) if applicable, a certificate of an authorized official of Borrower designating the Contract as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Tax Code; and (7) such other documents and information previously identified by Lender or otherwise reasonably requested by Lender.

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Borrower shall cooperate with Lender in Lender's review of any proposed Contract. Without limiting the foregoing, Borrower will provide Lender with any documentation or information Lender may request in connection with Lender's review of any proposed Contract. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Borrower and other matters related to Borrower. Credit information relating to Borrower may be disseminated among Lender and any of its successors and assigns.

**9. Installment Payments.** Borrower shall promptly pay "Installment Payments" as described in Exhibit A-1 to each Contract, in lawful money of the United States of America, to Lender on the dates and in such amounts as provided in each Contract. Borrower shall pay Lender a charge on any Installment Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum rate permitted by law, whichever is less, from such date until paid. Installment Payments consist of principal and interest portions as more fully detailed on the Schedule for each Contract. Lender and Borrower understand and intend that the obligation of Borrower to pay Installment Payments under each Contract shall constitute a current expense of Borrower payable solely from its general fund or other funds that are legally available for that purpose, including solely from funds arising from sources other than ad valorem taxation to the extent required by Section 125.031, Florida Statutes, as amended\*, and shall not in any way be construed to be a debt of Borrower in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Borrower, nor shall anything contained in this Master Agreement or in a Contract constitute a pledge of the general tax revenues, funds or monies of Borrower or a pledge by Borrower of its faith and credit or its taxing power to pay Installment Payments or other amounts under any Contract. Neither Lender nor any assignee may compel the levy of any ad valorem taxes by Borrower to pay Installment Payments or any other amounts due under any Contract.

**10. INSTALLMENT PAYMENTS TO BE UNCONDITIONAL.** EXCEPT AS PROVIDED IN SECTION 7, THE OBLIGATIONS OF BORROWER TO MAKE INSTALLMENT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, DISPUTES WITH ANY SUPPLIER OR VENDOR OF ANY EQUIPMENT OR LENDER, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

**11. Delivery and Acceptance by Borrower; Alternative Escrow Funding Procedure.** Borrower shall order the Equipment to be subject to a Contract, cause such Equipment to be delivered and installed at the location specified in such Contract, and pay any and all delivery, installation and other costs in connection therewith. When the Equipment listed in any Contract has been delivered and acceptance tested, Borrower shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lender an Acceptance Certificate (in substantially the form attached hereto as Exhibit B) whereupon, as between Lender and Borrower, the Equipment shall be deemed to have been unconditionally accepted by Borrower for all purposes of the applicable Contract. Subject to satisfaction of the Funding Conditions with respect to the related Contract, Lender shall pay to such supplier or vendor as directed by Borrower on the Commencement Date for such Contract the purchase price for such Equipment in an amount equal to the aggregate principal portion of Installment Payments under the applicable Contract, unless Lender and Borrower otherwise agree in the related Schedule. During the Contract Term of each Contract, Borrower shall be entitled to quiet use and enjoyment of the Equipment identified therein, subject to the terms of the applicable Contract.

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\* Limitations of Section 125.031 apply only to Florida counties and only if the term of the Contract exceeds 60 months.

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As an alternative to acceptance of the Equipment and payment by Lender of the purchase price therefor on behalf of Borrower under a Contract as provided in the next preceding paragraph, Lender and Borrower may agree with respect to a Contract and the Equipment to be acquired and financed thereunder to enter into an escrow agreement (an "Escrow Agreement") relating to such Contract, dated the Commencement Date of such Contract, among Lender, Borrower and the escrow agent therein identified, relating to the creation and administration of an escrow fund (an "Escrow Fund") thereunder. Subject to satisfaction of the Funding Conditions with respect to the related Contract, Lender shall deposit funds into the related Escrow Fund on the Commencement Date for such Contract for payment of the costs to purchase and acquire the Equipment under such Contract, and such funds (including investment earnings thereon) shall be disbursed in accordance with the applicable Escrow Agreement. Borrower shall pay the excess (if any) of the actual costs of purchasing and acquiring the Equipment under a Contract over the amount deposited by Lender in the related Escrow Fund and interest earnings thereon.

During the Contract Term of each Contract, Borrower shall be entitled to quiet use and enjoyment of the Equipment identified therein, subject to the terms of the applicable Contract.

**12. Location; Inspection.** Once installed, no item of the Equipment will be moved from the location (or the base location with respect to motor vehicles) specified for it in the related Contract without Lender's prior written consent, which consent shall not be unreasonably withheld. Lender shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

**13. Use; Maintenance.** Borrower will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Contract. Borrower shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Borrower agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Borrower agrees that it will, at Borrower's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lender shall have no responsibility to maintain, repair or make improvements or additions to the Equipment.

Borrower shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become part of the Equipment subject to the related Contract.

**14. Title to Equipment; No Security Interest.** Upon Borrower's acceptance of any Equipment under a Contract, title to such Equipment shall vest in Borrower, subject to Lender's rights under such Contract; *provided, however*, that Lender shall have no security interest therein. Notwithstanding the obligations of Borrower to pay Installment Payments under a Contract, no Contract shall result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment, and Lender shall have no right to involuntary dispossess Borrower of the use and enjoyment of or title to the Equipment.

Borrower hereby acknowledges and agrees that Lender shall be entitled to the benefit of the cash and negotiable instruments from time to time comprising each Escrow Fund and all proceeds (cash and non-cash) thereof, subject to the terms and conditions provided in the related Escrow Agreement.

**15. Return of Equipment.** In the event that Borrower determines to return the Equipment under a Contract to Lender or its assignee pursuant to Section 7 or 25 of this Master Agreement, Borrower agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and surrendering the Equipment to Lender at the

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location(s) in the State to be specified by Lender and in the condition required by Section 13. In the event of any such delivery of the Equipment to Lender, Borrower shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Lender, free and clear of all liens to which the Equipment has become subject.

Upon such delivery of the Equipment to Lender, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Borrower (reasonable wear and tear excepted), Borrower agrees, at its option, to: (i) repair or restore such Equipment to the same condition in which it was received by Borrower (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Lender (or to a location identified in a written notice to Borrower) or (ii) pay to Lender the actual cost of such repair, restoration and return, but solely from funds legally available for such purpose.

Upon receipt of possession of the Equipment under a Contract that is terminated by Borrower under Section 7 as the result of an Event of Non-Appropriation or by Lender pursuant to Section 25 as the result of an Event of Default, Lender may thereafter dispose of such Equipment; *provided, however*, that any proceeds from the disposition of such Equipment in excess of the sum required to pay (i) any amounts then due under the affected Contract and the principal portion of Installment Payments scheduled to come due after the termination date for such Contract and (ii) Lender's costs and expenses associated with the disposition of such Equipment, shall be paid to Borrower or such other creditor of Borrower as may be entitled thereto.

**16. Liens, Taxes, Other Governmental Charges and Utility Charges.** Borrower shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors and keep the Equipment free and clear of all such claims, liens and legal processes except those created by the related Contract. The parties to this Master Agreement contemplate that the Equipment under each Contract will be used for governmental or proprietary purposes of Borrower and that the Equipment will therefore be exempt from all property and other taxes. Nevertheless, Borrower shall pay promptly when due or reimburse Lender for, and hold Lender harmless from: (a) all titling, recordation, filing, registration, documentary stamp and other fees; (b) taxes (other than taxes calculated solely on the basis of Lender's net income), including but not limited to transfer, sales, use, excise, gross receipts, value added and personal property taxes; and (c) assessments and all other charges or withholdings of any nature (together with any penalties, fines or interest on any such fees, taxes, assessments, charges or withholdings) arising at any time relating to the Equipment or any Contract or with respect to the use, possession, acquisition, ownership, operation, delivery, return or other disposition of any Equipment or upon the Installment Payments, whether the same be assessed to Lender or Borrower. Borrower and Lender shall cooperate in providing each other with any appropriate resale or governmental exemption certificates, sale-for-lease exemption certificates and other similar documentation, if applicable. Unless otherwise required by applicable law, Borrower shall timely make all filings, reports or returns with respect to any applicable fees and taxes. If Lender is required by applicable law to make any such filing, report or return, Borrower shall promptly notify Lender in writing, provide Lender with all information required in order for Lender to timely file any and all of the same and pay all costs and expenses related thereto from legally available funds. Borrower shall pay all utility and other charges incurred in the use and maintenance of the Equipment as the same may become due.

**17. Insurance.** At its own expense, Borrower shall during the Contract Term of each Contract maintain (a) casualty insurance insuring the Equipment under such Contract against loss or damage by fire, collision and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lender, in an amount at least equal to the then applicable "Prepayment Price" of the Equipment as described in Exhibit A-1 of each Contract; (b) liability insurance that protects Borrower from liability in all events in form and amount satisfactory to Lender as set forth in the attachment hereto titled "Insurance Coverage Requirements"; and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lender's prior written consent, Borrower may self-insure against the risks described in clauses (a) and (b). Borrower shall furnish to Lender evidence of such insurance or self-insurance



coverage throughout the Contract Term of each Contract. Borrower shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lender at least 10 days in advance of such cancellation or modification. Lender shall be named as a loss payee with respect to all casualty insurance described in clause (a) above and as an additional insured with respect to all liability insurance described in clause (b) above.

**18. Advances.** In the event Borrower shall fail to keep the Equipment in good repair and working order pursuant to Section 13 or to maintain any insurance required by Section 17, Lender may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lender shall constitute additional consideration for the then current Original Term or Renewal Term under the affected Contract, and Borrower agrees to pay such amounts so advanced by Lender with interest thereon from the advance date until paid at the rate of 12% per annum or the maximum rate permitted by law, whichever is less.

**19. Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Borrower and Lender will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Borrower shall have exercised its option to prepay its obligations under the related Contract pursuant to Section 22. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Borrower.

For purposes of this Section, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to herein, Borrower shall either (i) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds from funds legally available for that purpose, or (ii) prepay its obligations under the related Contract pursuant to Section 22. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after prepaying its obligations under such Contract pursuant to Section 22 shall be retained by Borrower. If Borrower shall make any payments pursuant to this Section, Borrower shall not be entitled to any reimbursement therefor from Lender nor shall Borrower be entitled to any diminution of the amounts payable under Section 9.

**20. DISCLAIMER OF WARRANTIES.** BORROWER ACKNOWLEDGES THAT LENDER IS NOT THE SUPPLIER OR VENDOR OF ANY OF THE EQUIPMENT. LENDER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED. AS BETWEEN BORROWER AND LENDER, BORROWER ACCEPTS ALL SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. BORROWER AGREES TO SETTLE ALL CLAIMS WITH RESPECT TO THE EQUIPMENT DIRECTLY WITH THE SUPPLIER OR VENDOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST LENDER OR ITS ASSIGNEE. IN NO EVENT SHALL LENDER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR BORROWER'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN ANY LEASE.

**21. Vendor's Warranties.** Lender hereby irrevocably appoints Borrower as its agent and attorney-in-fact during the Contract Term of each Contract, so long as Borrower shall not be in default under



such Contract, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lender may have against Vendor. The term "Vendor" means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Borrower purchased or is purchasing such Equipment. Borrower's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lender. Any such matter shall not have any effect whatsoever on the rights or obligations of Lender with respect to any Contract, including the right to receive full and timely Installment Payments and other payments under each Contract. Borrower expressly acknowledges that Lender makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

**22. Prepayment Option.** Borrower shall have the option to prepay all, but not less than all, its obligations under a Contract, upon giving written notice to Lender at least 30 days before the prepayment date, at the following times and upon the following terms: (a) on the Installment Payment due dates specified in such Contract, upon payment in full of the Installment Payments then due and all other amounts then owing under such Contract plus the then applicable Prepayment Price as referenced in Exhibit A-1 to such Contract, which may include a premium on the unpaid principal balance; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in such Contract, on the day specified in Borrower's notice to Lender of its exercise of the prepayment option upon payment in full to Lender of the Installment Payments then due and all other amounts then owing under such Contract plus the then applicable Prepayment Price plus accrued interest from the immediately preceding Installment Payment due date to such prepayment date.

**23. Assignment.** Lender's right, title and interest in and to each Contract, including Installment Payments and any other amounts payable by Borrower thereunder and all proceeds therefrom, may be assigned and reassigned at any time and from time to time to one or more assignees or subassignees by Lender without the necessity of obtaining the consent of Borrower. During the term of this Master Agreement, Borrower shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Tax Code. For this purpose, Borrower appoints Lender to act as its registration agent, which appointment Lender hereby accepts. Lender agrees on Borrower's behalf to maintain such record of all assignments. Borrower agrees to execute all documents that may be reasonably requested by Lender or any assignee to protect its interests and property assigned pursuant to this Section. Borrower shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Borrower may have against Lender or Vendor. Assignments may include without limitation assignment of all of Lender's rights and interests in and to the Equipment listed in a particular Contract and any related Escrow Fund and all rights in, to and under the Contract related to such Equipment and any related Escrow Agreement. Borrower hereby agrees that Lender may, without notice to Borrower, sell, dispose of, or assign any particular Contract or Contracts through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in a Contract or Contracts, or in the Equipment listed in or the Installment Payments under a particular Contract or Contracts.

None of Borrower's right, title and interest in, to and under any Contract or any portion of the Equipment listed in any Contract or in any Escrow Fund may be assigned, subleased, or encumbered by Borrower for any reason without obtaining prior written consent of Lender, which consent may be withheld, conditioned or delayed in the sole discretion of Lender. Any purported assignment, sublease or encumbrance without Lender's prior written consent shall be null and void.

**24. Events of Default.** Any of the following events shall constitute an "Event of Default" under a Contract: (a) failure by Borrower to (i) pay any Installment Payment or other payment required to be paid under such Contract at the time specified therein or (ii) maintain insurance as required under such Contract; (b) failure by Borrower to observe and perform any covenant, condition or agreement contained in this Master Agreement or such Contract on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to

Daimler  
Truck Financial

Borrower by Lender, unless Lender shall agree in writing to an extension of such time prior to its expiration; *provided that*, if the failure stated in the notice cannot be corrected within the applicable period, Lender will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Borrower within the applicable period and diligently pursued until the default is corrected; (c) any statement, representation or warranty made by Borrower in or pursuant to any Contract shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; (d) Borrower institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Borrower or any of its property; or (e) an Event of Default occurs under any other Contract.

**25. Remedies on Default.** Whenever any Event of Default exists under a Contract, Lender shall have the right, at its sole option without any further demand or notice (except as provided in this Section), to take one or any combination of the following remedial steps: (a) by written notice to Borrower, Lender may declare all Installment Payments payable by Borrower pursuant to such Contract and other amounts payable by Borrower under such Contract to the end of the then current Original Term or Renewal Term to be immediately due and payable; (b) by written notice to Borrower, Lender may terminate such Contract and request that Borrower promptly transfer title and deliver the Equipment under such Contract to Lender or its assignee; (c) if Borrower returns Equipment to Lender under clause (b) of this paragraph, Lender shall dispose of such Equipment and apply the proceeds of such disposition as provided in Section 15; (d) upon termination of a Contract by Lender pursuant to clause (b) of this paragraph, Lender shall have the right to sue for compensatory damages, including upon failure of Borrower to transfer title to, and deliver possession of, the Equipment under such Lease to Lender as provided in Section 15; and (e) subject to the provisions of each Contract that restrict Lender's right to involuntarily dispossess Borrower of the Equipment, Lender may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Contract. Borrower agrees to reimburse Lender for any expenses reasonably incurred by Lender with respect to the enforcement of any of the remedies listed above or any other remedy available to Lender, but only from funds legally available and appropriated for that purpose.

Nothing in this Section 25 is intended, or shall be construed, to create a right in Lender to involuntarily dispossess Borrower of the legal title to or the use and possession of the Equipment under a Contract. Lender hereby irrevocably waives any right to specific performance of any covenant of Borrower to transfer title to and return possession of the Equipment under a Contract.

**26. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lender is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lender to exercise any remedy reserved to it in Section 25 it shall not be necessary to give any notice other than such notice as may be required in Section 25.

**27. Notices.** All notices or other communications under any Contract shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lender (as Borrower's registration agent as provided in Section 23).

**28. General Indemnification.** To the fullest extent permitted by State law, including (without limitation) the provisions of Section 768.28, Florida Statutes, as amended, Borrower shall indemnify, defend and hold harmless Lender from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, attorney's fees and expenses and court costs and expense) arising out of or as result of (a) entering into this Master Agreement or any Contract or any of the transactions contemplated hereby or thereby, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection,

Daimler  
Truck Financial

storage or return of any item of Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant of Borrower or any material representation of Borrower contained in this Master Agreement or a Contract. The indemnification and obligations arising under this Section shall be payable solely from funds legally available for such purpose and shall continue in full force and effect notwithstanding the full payment of all obligations under all Contracts or the termination of the Contract Term under all Contracts for any reason.

**29. Miscellaneous Provisions.** Each Contract shall inure to the benefit of and shall be binding upon Lender and Borrower and their respective successors and assigns. References herein to "Lender" shall be deemed to include successors and each of Lender's assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 23. In the event any provision of any Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. Each Contract may be amended by mutual written consent of Lender and Borrower. Each Contract and this Master Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Master Agreement and in each Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Master Agreement or any Contract. This Master Agreement and each Contract shall be governed by and construed in accordance with the laws of the State.

**30. Waiver of Jury Trial.** Borrower expressly waives any and all right to a jury trial in any dispute regarding or arising out of this Agreement.

IN WITNESS WHEREOF, Lender and Borrower have caused this Master Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

(LENDER)

Mercedes-Benz Financial Services  
USA LLC  
8377 E. Hartford Dr., Ste. 115  
Scottsdale, AZ 85255

(BORROWER)

Hamilton County District School  
Board  
Address  
City, ST ZIP

By X

Name

Title

By X

Name

Title

Johnny Bullard

School Board Chairperson

**EXHIBIT A**

**EQUIPMENT SCHEDULE  
SCHEDULE NO. 1**

RE: MASTER INSTALLMENT PURCHASE AGREEMENT dated as of July 23, 2019 ("Master Agreement"), between MERCEDES-BENZ FINANCIAL SERVICES USA LLC ("Lender") and Hamilton County District School Board ("Borrower"). All terms used and not otherwise defined herein have the meanings ascribed to them in the Master Agreement.

For purposes of the Contract created hereby, the following items of Equipment are hereby included under this Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Master Agreement.

**At least ninety-five percent of the amount advanced under the Contract created hereby will be used to finance assets that are capitalizable for federal income tax purposes.**

DESCRIPTION OF EQUIPMENT			
Quantity	Description	Model No./Serial No.	Location
<b>SEE ATTACHED EXHIBIT 1- EQUIPMENT DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.</b>			

The Installment Payments shall be in such amounts and payable on such Installment Payment due dates as set forth in the Installment Payment Schedule attached to this Schedule as Exhibit A-1 and incorporated herein by this reference, subject to adjustment upon the occurrence of a determination of taxability as provided in Section 4 of the Master Agreement.

**CONTRACT TERM:** The Contract Term shall consist of the Original Term and the number of consecutive Renewal Terms for payment of the scheduled Installment Payments shown on the Installment Payment Schedule, with the final Renewal Term ending on the first day after the last scheduled Installment Payment due date, subject to earlier termination pursuant to the Master Agreement.

**IF MOTOR VEHICLES ARE BEING FINANCED:**

*Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

- (a)      *Registered Owner:*                      Hamilton County District School Board

Borrower shall be responsible for the correct titling of all Equipment financed under the Contract created hereby. Borrower will cause the original Certificates of Title to be delivered to Lender for retention in Lender's files throughout the Contract Term of the Contract created hereby.

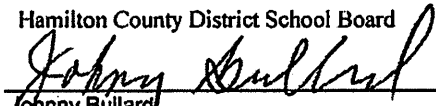
Upon Borrower's acceptance of any Equipment under the Contract, title to such Equipment shall vest in Borrower, subject to Lender's rights under the Contract; provided, however, that Lender shall have no security interest therein. Notwithstanding the obligations of Borrower to pay Installment Payments under the Contract, the Contract shall not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment, and Lender shall have no right to involuntarily dispossess Borrower of the use and enjoyment of or title to the Equipment.

Borrower hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Agreement (particularly Sections 3 and 4 thereof) are true, accurate and complete as though made on the Commencement Date. Borrower acknowledges and agrees that Lender has acted solely for its own account in connection with the Contract and not as a municipal advisor, financial advisor, agent or fiduciary to Borrower or any other person or entity. Borrower further represents and warrants that (a) no material adverse change has occurred in the financial condition of Borrower since the dated date of the Master Agreement; (b) no Event of Default has occurred and is continuing under any Contract currently in effect; (c) no Event of Non-Appropriation under any Contract currently in effect is threatened; (d) the Equipment listed in this Schedule is essential to the functions of Borrower or to the services Borrower provides its citizens; (e) Borrower has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Borrower only for the purpose of performing one or more of Borrower's governmental or proprietary functions consistent with the permissible scope of its authority; and (f) Borrower has made its own determination to enter into the Contract created hereby and the terms hereof in reliance on the advice of its own financial, accounting, tax, legal and other advisors. The terms and provisions of the Master Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

Dated: July 23, 2019

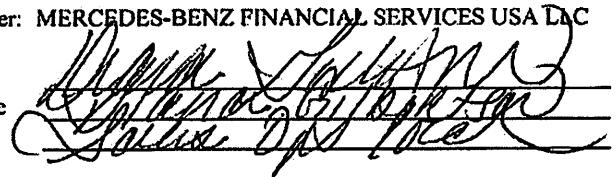
Borrower: Hamilton County District School Board

By X  
Name  
Title

  
Johnny Bullard  
School Board Chairperson

Lender: MERCEDES-BENZ FINANCIAL SERVICES USA LLC

By  
Name  
Title

  
Sally D. [unclear]  
[unclear]

**EXHIBIT 1**

**DESCRIPTION OF EQUIPMENT**

<b>Quantity</b>	<b>Description</b>	<b>Model No./Serial No.</b>	<b>Location</b>
<b>Seven (7)</b>	<b>Thomas Bullt School Buses</b>		

**EXHIBIT A-1****INSTALLMENT PAYMENT SCHEDULE****SCHEDULE NO. 1**

Payment No.	Due Date	Installment Payment Amount	Interest Portion	Principal Portion	Prepayment Price	Outstanding Principal Balance
	7/23/2019					\$926,163.00
1	7/23/2020	\$202,231.92	\$27,784.88	\$174,447.04	\$766,750.28	\$751,715.96
2	7/23/2021	\$202,231.92	\$22,551.47	\$179,680.45	\$583,476.22	\$572,035.51
3	7/23/2022	\$202,231.92	\$17,161.06	\$185,070.86	\$394,703.95	\$386,964.66
4	7/23/2023	\$202,231.92	\$11,608.94	\$190,622.98	\$200,268.50	\$196,341.67
5	7/23/2024	\$202,231.92	\$5,890.25	\$196,341.67	-\$0.00	-\$0.00
Totals:		\$1,011,159.60	\$84,996.60	\$926,163.00	Rate 3.0000%	

PREPAYMENT PRICE SCHEDULE: The Prepayment Price on each Installment Payment due date shall be the amount set forth for such Installment Payment due date in the "Prepayment Price" column of the Installment Payment Schedule shown above. The Prepayment Price is in addition to all Installment Payments then due under this Schedule (including the Installment Payment shown on the same line in the Installment Payment Schedule).

COMMENCEMENT DATE: July 23, 2019

Borrower: Hamilton County District School Board

By X:

Name: Johnny Bullard

Title: School Board Chairperson



**PAYMENT INSTRUCTIONS**

Pursuant to the Master Installment Purchase Agreement dated as of July 23, 2019 (the "Master Agreement"), the terms and provisions of which are incorporated by reference into Schedule No. 1, dated July 23, 2019, between MERCEDES-BENZ FINANCIAL SERVICES USA LLC (the "Lender") and Hamilton County District School Board (the "Borrower"), the Borrower hereby acknowledges the obligations to make Installment Payments promptly when due, in accordance with Exhibit A-1 to such Schedule.

**BORROWER NAME:** Hamilton County District School Board **TAX ID#:** 59-6000629

**INVOICE MAILING ADDRESS:** 5683 US Highway 129 S, Ste 1

Mail invoices to the attention of: Michael Vinson Phone (386) 792-7818 Fax ( )

Approval of Invoices required by: Phone ( ) Fax ( )

Accounts Payable Contact: Cindy Pittman Phone (386) 792-7820 Fax ( )

Processing time for Invoices: 5 days Approval: 2 days Checks: 7 days

Do you have a Purchase Order Number that you would like included on the invoice? No ☐ Yes ☒ PO# 9752020034

Do your Purchase order numbers change annually? No ☐ Yes ☒ Processing time for new purchase orders: 7 days

**BORROWER:** Hamilton County District School Board

By **X:** 

Title: Director of Business Services

Date: 07/23/2019

Amortization Input:		Lessee Amortization Input:		Syndication Assumptions:		
Lessee:		Equipment Cost:	\$926,163.00	Structure:	Hold	
Lease Structure:	\$1 Buyout	Original Term (years):	5	Hold Period:	0 Months	
Purchase Price:	\$930,153.16	Coupon Rate:	3.0000%	Sale Date:	7/23/2019	
Rem. Term (years):	5	Dated Date:	7/23/2019	Pass-Thru:	1.1462%	
Frequency:	Annual	First Pmt Date:	7/23/2020	Index Spread:	0.0000%	
Yield (annual):	2.8496%	FTP Detail as of 7/16/2019		Equity:	100.0000%	
Pmt. Amt.:	\$202,231.92	Swap Rate:	1.8293%	Placement Fee (bps):	0.0000%	
Remittance:	Arrears	FTP Premium:	0.2312%	Remarketing Fee (bps):	0.0000%	
Fund Date:	7/23/2019	FTP Rate:	2.0606%	Liquidity Fee (bps):	0.0000%	
First Pmt Date:	7/23/2020	Spread over FTP	155	Enhancement Fee (bps):	0.0000%	
Mo. Comp.?:	n	Market Indicators:		Other Costs (%):	0.0000%	
Taxable?:	Tax-Exempt	Treasury - Like Term:	1.8777%	Servicing Costs (bps):	0.0500%	
Pre-Pmt Type:	Add-On	Treasury - Average Life:	1.8429%	Origination Cost (bps):	0.0600%	
Pre-Payment Rate:	2.00%	% of Like Term Treasury:	151.76%	Synd Average Life:	3.056	
Average Life:	3.056	Average Life SIFMA:	1.1462%	Capital Charge:	6.00%	
Payment Factor:	0.218355	Taxable Equiv Yield	3.6071%	Residual \$\$:	\$0.00	
Swap Date:	7/16/2019	LIBOR Swap Rate:	1.8395%	Amortizations Solved:	Yes	
Prem/Disc or Fee:	\$3,990.16	Spread over Avg Life Libor (bps)	177	Weighted Average Maturity:	2.9438	
Amortization Schedule:		Fee = 0.43%	Tax Rate	21.00%	Term:	5.00 Years

Totals: \$1,011,159.60 \$81,006.44 \$930,153.16 Rate 2.8496%

Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance	Fee Exposure
	7/23/2019	-\$930,153.16				\$930,153.16	
1	7/23/2020	\$202,231.92	\$26,505.81	\$175,726.11	\$766,750.28	\$754,427.05	+12,323.23
2	7/23/2021	\$202,231.92	\$21,498.29	\$180,733.63	\$583,476.22	\$573,693.43	+9,782.80
3	7/23/2022	\$202,231.92	\$16,348.07	\$185,883.85	\$394,703.95	\$387,809.58	+6,894.37
4	7/23/2023	\$202,231.92	\$11,051.09	\$191,180.83	\$200,268.50	\$196,628.75	+3,639.75
5	7/23/2024	\$202,231.92	\$5,603.17	\$196,628.75	(\$0.00)	\$0.00	(\$0.00)

FUND

Amortization Schedule:

Totals:		\$1,011,159.60	\$84,996.60	\$926,163.00	Rate 3.0000%	
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance
	7/23/2019					\$926,163.00
1	7/23/2020	\$202,231.92	\$27,784.88	\$174,447.04	\$766,750.28	\$751,715.96
2	7/23/2021	\$202,231.92	\$22,551.47	\$179,680.45	\$583,476.22	\$572,035.51
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4	7/23/2023	\$202,231.92	\$11,608.94	\$190,622.98	\$200,268.50	\$196,341.67
5	7/23/2024	\$202,231.92	\$5,890.25	\$196,341.67	-\$0.00	-\$0.00

Booking  
Amortization

### CERTIFICATE OF THE FINANCE DIRECTOR

The undersigned Director of Finance of the Hamilton County District School Board (the "Borrower"), does hereby certify as follows:

1. The representations, warranties, covenants and agreements of the Borrower contained in the Contract created under Schedule No. 1 to the Master Installment Purchase Agreement dated July 23, 2019 by and between the Borrower and Mercedes-Benz Financial Services USA LLC (the "Contract") are true and correct on and as of this date as if made on this date;

2. There is currently no Event of Default or event that with notice or lapse of time or both would become an Event of Default under the Contract;

3. That all payments due and to become due during the current fiscal year, which is from the first day of July until the last day of June, are within the fiscal budget of such year.

All terms not defined herein shall have the meaning ascribed to such terms as set forth in Contract.

Dated this 23 day of July, 2019.

Hamilton County District School Board

By: 

Name: Michael D. Vinson Jr.

Title: Director of Business Services

**CERTIFICATE OF SIGNATURE AUTHORITY OF BORROWER**

July 23, 2019

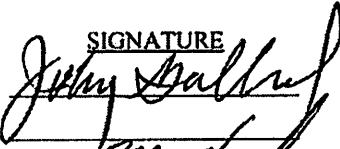

MERCEDES-BENZ FINANCIAL SERVICES USA LLC  
8377 E. Hartford Dr., Ste. 115  
Scottsdale, AZ 85255

RE: Master Installment Purchase Agreement dated July 23, 2019 (the "Master Agreement"), between Hamilton County District School Board ("Borrower") and MERCEDES-BENZ FINANCIAL SERVICES USA LLC, ("Lender").

Dear MERCEDES-BENZ FINANCIAL SERVICES USA LLC,

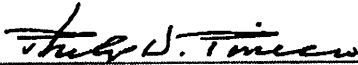
I do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the Hamilton County District School Board, a body corporate and politic duly organized and existing under the laws of the State of Florida, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (a) the signatures set opposite their respective names and titles are their true and authentic signatures, and (b) such officers are the duly authorized persons or have the authority on behalf of such entity to enter into Master Agreement described above and separate Schedules relating thereto from time to time as provided in the Master Agreement and to execute Acceptance Certificates, Disbursement Requests, and other documents relating to the Master Agreement and such Schedules.

<u>NAME</u>	<u>TITLE</u>
<u>Johnny Bullard</u>	<u>School Board Chairperson</u>
<u>Michael D. Vinson Jr.</u>	<u>Director of Business Services</u>

SIGNATURE  
  


I further certify that the fiscal year of Borrower is from July to June.

IN WITNESS WHEREOF, I have duly executed this Certificate this 23 day of July, 2019.

  
(Secretary/Clerk)

(Someone other than the person signing the documents)

# DOUGLAS & CARTER

— Your Law Firm —

E. Vernon Douglas  
Sara Jane Carter  
Patrick V. Douglas  
Seth C. Nix  
Worth A. Ellis  
Sean S. Crisatulli  
Meagan L. Logan

July 24, 2019

LAKE CITY (MAILING)  
177 NW Madison Street  
Lake City, Florida 32055  
386.752.5511 TEL  
954.200.6886 FAX

JACKSONVILLE  
2519 Oak Street  
Jacksonville, Florida 32204  
904.201.8226 TEL

[www.DouglasandCarter.com](http://www.DouglasandCarter.com)

## EXHIBIT C

### MERCEDES-BENZ FINANCIAL SERVICES USA LLC

8377 E Hartford Dr, Ste 115  
Scottsdale, AZ 85255

Re: Schedule No. 1 dated July 23, 2019, that incorporates by reference the terms and provisions of the Master Installment Purchase Agreement dated as of July 23, 2019, between MERCEDES-BENZ FINANCIAL SERVICES USA LLC, as Lender, and Hamilton County District School Board, as Borrower.

Ladies and Gentlemen:

As legal counsel to Hamilton County District School Board, State of Florida (the "Borrower"), I have examined (a) an executed counterpart of a certain Master Installment Purchase Agreement dated as of July 23, 2019, and Exhibits thereto (collectively, the "Master Agreement"), by and between MERCEDES-BENZ FINANCIAL SERVICES USA LLC (the "Lender") and the Borrower, and an executed counterpart of Schedule No. 1, dated July 23, 2019 (the "Schedule"), by and between the Lender and the Borrower which, among other things, provides for the financing of certain property listed in the Schedule (the "Equipment"), (b) certified copy of the ordinances or resolutions of the governing body of the Borrower which, among other things, authorize the Borrower to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion. The Schedule and the terms and provisions of the Master Agreement incorporated therein by reference together with the Installment Payment Schedule attached to the Schedule are herein referred to collectively as the "Contract".

In rendering this opinion, I have assumed without inquiry:

- (a) The authenticity of all documents submitted to me as copies of the originals and the conformity of such copies to the originals as they are finally executed and delivered by the Borrower and the Lender;
- (b) That the Contract has been or will be duly authorized, executed and delivered by the Lender;
- (c) That the Contract constitutes the valid, legal and binding obligation of the Lender enforceable against the Lender in accordance with its terms; and
- (d) That the Contract accurately describes and contains the mutual understandings of the parties, and that there are not oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms thereof.

Based on the foregoing, I am of the following opinion:

- (a) The Borrower is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, or (iii) police power;
- (b) The name of the Borrower contained in the Contract is the correct legal name of the Borrower;

- (c) The Borrower has the requisite power and authority to acquire and finance the Equipment and to execute and deliver the Contract and to perform its obligations under the Contract;
- (d) The Contract has been duly authorized, approved, executed, and delivered by and on behalf of the Borrower and the Contract is a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, subject to (i) all applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other similar laws; (ii) the qualification that certain waivers, restrictions and remedies provided for in the Contract, including without limitation certain indemnification obligations, may be wholly or partially unenforceable under Florida law; and (iii) general principles of equity;
- (e) The authorization, approval, execution, and delivery of the Contract and all other proceedings of the Borrower relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State laws; and
- (f) To the best of my knowledge, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Contract or the security interest of Lender or its assigns, as the case may be, in the Equipment thereunder.

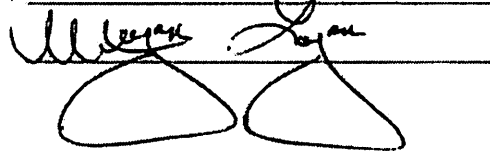
All of the opinions set forth above are also subject to the following qualifications, limitations and exceptions:

- (a) The opinions expressed herein are limited to matters governed by the laws of the State of Florida. No opinion is expressed regarding the laws of any other jurisdiction.
- (b) The opinions expressed herein are based upon the law in effect on the date hereof, and I assume no obligation to revise or supplement them if the law is changed by legislative action, judicial decision or otherwise.

All capitalized terms herein shall have the same meanings as in the Contract unless otherwise provided herein. Lender, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest portions of the Installment Payments, are entitled to rely on this opinion.

Printed Name

Signature X

W. G. GAN LOGAN  




## EXHIBIT D

### ACCEPTANCE OF INSTALLMENT PAYMENT OBLIGATION

Re: Schedule No. 1 dated July 23, 2019 that incorporates by reference the terms and provisions of the Master Installment Purchase Agreement dated as of July 23, 2019, between MERCEDES-BENZ FINANCIAL SERVICES USA LLC, as Lender, and Hamilton County District School Board, as Borrower.

In accordance with the Master Installment Purchase Agreement described above (the "Master Agreement"), the undersigned hereby acknowledges and represents that:

All or a portion of the Equipment (as such term is defined in the Master Agreement) listed in the above-referenced Schedule (the "Schedule") has not been delivered, installed, or available for use and has not been placed in service as of the date hereof;

Borrower acknowledges that Lender has agreed to set aside funds in an amount sufficient to provide financing (to the extent requested by Borrower and agreed to by Lender) for the Equipment listed in the Schedule (the "Financed Amount");

The Financed Amount is set forth as the "Total Principal Portion" of Installment Payments in the Installment Payment Schedule attached to the Schedule as Exhibit A-1 ("Exhibit A-1"); and

Borrower agrees to execute a Payment Request Form, attached to the Master Agreement as Exhibit B, authorizing payment of the Financed Amount, or a portion thereof, for each disbursement of funds.

NOTWITHSTANDING that all or a portion of the Equipment has not been delivered to, or accepted by, Borrower on the date hereof, Borrower warrants that:

(a) Borrower's obligation to commence Installment Payments as set forth in Exhibit A-1 is absolute and unconditional as of the Commencement Date of the Schedule and on each date set forth in Exhibit A-1 thereafter, subject to the terms and conditions of the Master Agreement;

(b) Immediately upon delivery and acceptance of all the Equipment, Borrower will notify Lender of Borrower's final acceptance of the Equipment by delivering to Lender a "Final Acceptance Certificate" in the form set forth as Exhibit B to the Agreement;

(c) In the event that any surplus amount remains from the funds set aside or an Event of Non-appropriation under the Master Agreement occurs, any amount then remaining shall be applied or distributed in accordance with Lender's standard servicing procedures, which includes, but is not limited to, application of the remaining amount to the next Installment Payment and other amounts due; and

(d) Regardless of whether Borrower delivers a Final Acceptance Certificate, Borrower shall be obligated to pay all Installment Payments (including principal and interest) as they become due as set forth in Exhibit A-1, subject to the terms of the Master Agreement.

(e) Borrower understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned shall be retained by Lender in consideration of managing the internal escrow account.

AGREED TO on July 23, 2019

Hamilton County District School Board

By X

Title School Board Chairperson

## BANK QUALIFIED DESIGNATION

Schedule No. 1 dated July 23, 2019 to Master Installment Purchase Agreement dated July 23, 2019

Borrower hereby represents and certifies the following (please check one):


### Bank Qualified

- ☒ Borrower has designated, and hereby designates, this Contract 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 "Code"). In making that designation, Borrower hereby certifies and represents that:
- As of the date hereof in the current calendar year, neither Borrower nor any other issuer on behalf of Borrower has designated more than \$10,000,000 of obligations (including this Contract) as "qualified tax-exempt obligations";
  - Borrower reasonably anticipates that the total amount of tax-exempt obligations (including this Contract) to be issued by or on behalf of Borrower (or allocated to Borrower) during the current calendar year will not exceed \$10,000,000;
  - The Contract will not be at any time a "private activity bond" as defined in Section 141 of the Code;
  - The Contract is not subject to control by any entity and there are no entities subject to control by Borrower; and
  - Not more than \$10,000,000 of obligations of any kind (including the Contract) issued by, on behalf of or allocated to Borrower will be designated for purposes of Section 265(b)(3) of the Code during the current calendar year.

### Non-Bank Qualified

- ☐ Borrower has not designated this Contract as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

BORROWER: Hamilton County District School Board

Signature: X 

Printed Name/Title: X Michael D. Vinson Jr. / Director of Business Services

## Essential Use Form

### Description of Equipment Purchase

Thomas School Buses: Two (2) 77 Passenger Type C, One (1) 77 Passenger Type C w/ Lift, Six (7) 89 Passenger Type D (FE)  
Purchase Description (please be specific and attach any applicable Equipment lists or invoices available)

August 2019

Estimated Equipment Delivery Date

Is the Equipment replacing existing Equipment? Yes ☒ No ☐

10 + years. Require newer buses for student safety and reliability

If Yes, please state how long you have currently used the Equipment and the reason you are replacing the Equipment

Dispose through auction

If Yes, what will the Applicant do with the old Equipment that is being replaced?

If No, please state the reason additional Equipment is needed

Tentative and subject to acquisition of new buses

If Yes, when was a Resolution passed?

### Payments and Insurance

Will the payments be made from Applicant's General Fund? Yes ☐ No ☒

If No, from which Special Fund will the payments be made?

*Payments to be made from ad valorem capital outlay.*

Is this transaction being paid for by a government entity? Yes ☒ No ☐

Will any Federal Grant or Loan monies be used? Yes ☐ No ☒

If Yes, please describe

#### Insurance information

See attached.

Liability Insurance Per Occurrence	Property Damage Coverage Per Occurrence	Deductible	Aggregate General Liability
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### Terms and Conditions

The undersigned hereby authorizes Mercedes-Benz Financial Services USA LLC, its successors, transferees and assigns ("Creditor") to make inquiry into, to request, and to receive any information concerning information from other creditors which Creditor deems relevant for the potential granting of the proposed borrowing. This authorization shall be effective from the date upon which this agreement is signed and is extinguished automatically upon full payment of the present borrowing. I hereby authorize Creditor and/or the selling dealer ("Dealer") to make inquiry into, to request, and to receive any information concerning my financial condition, including, but not limited to, obtaining a credit report and contacting any current or former creditors of Borrower(s) to verify any information contained herein or received in connection with this application, which Creditor and/or Dealer deems relevant to the possible extension of credit to Borrower(s) ("Information"). I also grant any such creditors permission to release Information to Creditor and/or Dealer. I authorize Creditor to disclose Information to any of its affiliates, assigns or agents.

Total Cost of Equipment *1,150,000*

Down Payment *0*

Amount to Finance *1,150,000*

Five (5)

Terms (in years)

Frequency (choose one): Annual ☒ Semi-Annual ☐ Quarterly ☐ Monthly ☐

August 2019

Equipment Delivery Date

Remittance (choose one): Advance ☐ Arrears ☒

Applicable Signature  
Director of Business Services

02/21/2019

Title

Date

\*\*\*\*\*

COMPLETION OF THIS DOCUMENT IS NOT A BINDING COMMITMENT

## Application for Municipal Financing

### Municipality Information

DISTRICT  
Hamilton County School Board  
Legal Name of Borrower (Applicant)

5683 US Highway 129 S, Ste 1	Jasper	FL	32052
Address	City	State	Zip
386-792-7818	596000629	hamiltonfl.com	
Phone Number	Federal ID Number	Web Address (if applicable)	

### Person(s) to Contact for Clarification Regarding Project

Michael Vinson	Director of Business Services	386-792-7818
Name	Title	Phone
michael.vinson@hamiltonfl.com		
Email		Fax
Ward Daniels	Transportation Supervisor	386-792-7901
Name	Title	Phone
ward.daniels@hamiltonfl.com		
Email		Fax

### Obligations / Economics

Are the Applicant's obligations bank qualified? Bank Qualified ☒ Non-Bank Qualified ☐

Please list the Applicant's current underlying bond rating from the rating agencies listed below (if applicable):

Moody's Investor Service	Standard & Poor's	Fitch
Stable. Long established phosphate mining industry in County. Property values continue to rise.		
Discuss the Applicant's economic trends (stable, positive, negative) and reasons for any variation.		

Has the Applicant ever defaulted or non-appropriated on an obligation? Yes ☐ No ☒

If Yes, please explain

### Educational Applicants Only

Enrollment: 1783 Enrollment Trend: Increasing ☐ Decreasing ☒  
Please also answer the above question regarding the resident city

Statewide decreasing enrollment trend. District combined three schools and lost some enrollment. Expecting increase in next count.

If Decreasing, please explain

Elementary: 1 - PK/6	Middle:	High School:	Other: 1 - 7/12
How many schools make up the district (please list the number and type of each school)?			

\*\*\*\*\*

COMPLETION OF THIS DOCUMENT IS NOT A BINDING COMMITMENT

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](http://www.irs.gov/F8038G) for instructions and the latest information.

REF# 102619

OMB No. 1545-0720

**Part I Reporting Authority**If Amended Return, check here ☐

1 Issuer's name Hamilton County District School Board		2 Issuer's employer identification number (EIN) 59-6000629
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 5683 US Highway 129 S., Ste. 1	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Jasper, FL 32052		7 Date of issue 7/23/2019
8 Name of issue Sch No 1 dtd 7/23/2019 to Master Installment Purchase Agreement dtd 7/23/2019		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) Michael D. Vinson Jr.		10b Telephone number of officer or other employee shown on 10a 386-792-7818

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

11 Education . . . . .	11	926,163.00
12 Health and hospital . . . . .	12	
13 Transportation . . . . .	13	
14 Public safety . . . . .	14	
15 Environment (including sewage bonds) . . . . .	15	
16 Housing . . . . .	16	
17 Utilities . . . . .	17	
18 Other. Describe ►	18	
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>		
b If bonds are BANs, check only box 19b <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>		

**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	7/23/2024	\$ 926,163.00	\$ N/A	5 years	3.0000 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) N/A**

22 Proceeds used for accrued interest . . . . .	22	
23 Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	23	
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	

**Part V Description of Refunded Bonds. Complete this part only for refunding bonds. N/A**

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)	

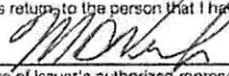
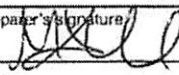
For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

**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) \_\_\_\_\_

<b>Signature and Consent</b>	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.				
	 Signature of issuer's authorized representative		7/23/19 Date	Michael D. Vinson Jr. Type or print name and title	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Michael Krahenbuhl		8/1/19		PO1850365
	Firm's name ▶ Pinnacle Public Finance	Firm's EIN ▶ 27-3119149			
	Firm's address ▶ 8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255	Phone no. 480-419-4800			