

**Contract #: 004-0003743-000**  
**EXHIBIT A**

**DESCRIPTION OF EQUIPMENT OF LEASE AGREEMENT**

RE: Master Lease Purchase Agreement dated as of 03/05/2013, between Santander Bank, N.A. (Lessor) and City of San Marcos (Lessee) and Contract #: 004-0003743-000 thereto dated as of December 16, 2016.

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Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantity	Serial Number	Type, Make, Model	Cost
1		Jacobsen HR700 Wide Area Rotary Mower	71,110.00
2		Jacobsen Turfcut Rotary Mower with Accessories	36,347.70
3		Hustler Super 104 Wide Area Zero Turn Mower	67,000.86
1		Ventrac 4500 Tractor with Accessories	46,179.30
Total:			\$220,637.86

**EQUIPMENT LOCATION** Complete only if equipment will not be located at Lessee's address

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BILLING ADDRESS: 630 East Hopkins, San Marcos, TX 78666

GARAGING ADDRESS: 630 East Hopkins, San Marcos, TX 78666

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**Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Serial Number, in the above description of the Equipment to correspond to the final delivery and accepted Equipment as shown on the respective invoice or other supporting documents.**

**Lessee: City of San Marcos, TX**

**Lessor: Santander Bank, N.A.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Typed: \_\_\_\_\_

Typed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Contract #: 004-0003743-000**  
**EXHIBIT B**

**SCHEDULE OF PAYMENTS**

Interest Rate = 2.10%

	Date	Payment	Interest	Principal	Balance*
Loan	12/16/2016				220,637.86
1	1/15/2017	23,155.12	380.83	22,774.29	197,863.57
2	7/15/2017	23,155.12	2,077.57	21,077.55	176,786.02
3	1/15/2018	23,155.12	1,856.25	21,298.87	155,487.15
4	7/15/2018	23,155.12	1,632.62	21,522.50	133,964.65
5	1/15/2019	23,155.12	1,406.63	21,748.49	112,216.16
6	7/15/2019	23,155.12	1,178.27	21,976.85	90,239.31
7	1/15/2020	23,155.12	947.51	22,207.61	68,031.70
8	7/15/2020	23,155.12	714.33	22,440.79	45,590.91
9	1/15/2021	23,155.12	478.70	22,676.42	22,914.49
10	7/15/2021	23,155.12	240.63	22,914.49	0.00
Grand Totals		231,551.20	10,913.34	220,637.86	

\* After payment of Lease Payment due on such date.

**Lessee: City of San Marcos, TX**

By:\_\_\_\_\_

Typed:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

OPINION OF COUNSEL

*(Must be Re-typed onto attorney's letterhead)*

December 16, 2016

Santander Bank, N.A.  
3 Huntington Quadrangle, Suite 101N  
Melville, NY 11747

RE: Master Lease Purchase Agreement dated as of 03/05/2013, between Santander Bank, N.A. (Lessor) and City of San Marcos (Lessee) and Contract #: 004-0003743-000 thereto dated as of December 16, 2016.

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined the foregoing Agreement and Schedule (the "Lease") and such other opinions, documents and matters of law, as I have deemed necessary in connection with this Lease. Based on the foregoing, I am of the following opinions:

1. Lessee is the State or a duly organized political subdivision of the State within the meaning of Section 103 the Internal Revenue Code of 1986, as amended (the Code), or a constituted authority authorized to issue obligations on behalf of the State of a political subdivision thereof within the meaning of the treasury regulations promulgated under the Code.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease. The Lease and the other documents either attached hereto or required herein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms.
3. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
4. 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 Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment. All capitalized terms herein shall have the same meaning as in the foregoing Agreement.
5. The above opinion is for the sole benefit of the Lessor listed above and can only be relied upon by the Lessor or any permitted assignee or sub assignee of Lessor under the Lease.

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Signature of Legal Counsel

LESSEE RESOLUTION

RE: Master Lease Purchase Agreement dated as of 03/05/2013, between Santander Bank, N.A. (Lessor) and City of San Marcos (Lessee) and Contract #: 004-0003743-000 thereto dated as of December 16, 2016.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on \_\_\_\_\_ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Contract #: 004-0003743-000 to the Master Lease Purchase Agreement dated as of 03/05/2013, between **City of San Marcos** (Lessee) and **Santander Bank, N.A.** (Lessor).
2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule.

Authorized Individual(s): \_\_\_\_\_  
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: \_\_\_\_\_  
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Typed name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: \_\_\_\_\_  
(Signature of one additional person who can witness the passage of this Resolution)

Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Typed name of individual who signed directly above) (Title of individual who signed directly above)

**Contract #: 004-0003743-000**  
**EXHIBIT G**

**AGREEMENT TO PROVIDE INSURANCE**

Lessee: City of San Marcos

Lessor: Santander Bank, N.A.

Address: 630 East Hopkins  
San Marcos, TX 78666

Address: 3 Huntington Quadrangle, Suite 101N  
Melville, NY 11747

Phone: 512-393-8181

Phone: 631-531-0600

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantity	Serial Number	Type, Make, Model	Cost
1		Jacobsen HR700 Wide Area Rotary Mower	71,110.00
2		Jacobsen Turfcut Rotary Mower with Accessories	36,347.70
3		Hustler Super 104 Wide Area Zero Turn Mower	67,000.86
1		Ventrac 4500 Tractor with Accessories	46,179.30
Total:			\$220,637.76

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested my agent to note Lessor's interest in the equipment and name Lessor as additional insured.

NAME OF AGENT

INSURANCE COMPANY

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Policy #: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**Lessee: City of San Marcos, TX**

By: \_\_\_\_\_

Typed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Contract #: 004-0003743-000**  
**EXHIBIT H**

**LESSEE CERTIFICATE**

RE: Master Lease Purchase Agreement dated as of 03/05/2013, between Santander Bank, N.A. (Lessor) and City of San Marcos (Lessee) and Contract #: 004-0003743-000 thereto dated as of December 16, 2016.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Contract #: 004-0003743-000 (the "Lease"). I hereby certify that:

1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
2. The governing body of Lessee has approved the authorization, execution and delivery of the Lease on its behalf by the authorized representative of Lessee who signed the Lease.
3. During the term of the Lease, the Equipment will be used for essential governmental functions. Such functions are:

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4. The source of funds (fund Item in budget) for the Rental Payments that come due under Exhibit B of this Lease is as follows:

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5. Lessee reasonably expects and anticipates that adequate funds will be available for all future Rental Payments that will come due under Exhibit B because:

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**Lessee: City of San Marcos, TX**

By:\_\_\_\_\_

Typed:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_