

#20190821T

Lm 9/11/19
RAM

RIDER NO. 1

Attached to and made a part of that Certain Master Equipment Lease/Purchase Agreement dated 5/26/2016 and Schedule thereto (collectively, "Agreements") dated as of 8/28/2019, by and between BB&T COMMERCIAL EQUIPMENT CAPITAL CORP., as Lessor and COUNTY OF DAUPHIN (LESSEE) as Lessee.

1. Lessee has not issued, and reasonably anticipates that it and its subordinate entities will not issue, tax-exempt obligations (including the Agreements) in the amount of more than \$10,000,000 as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended ("Code"); and agrees that it and its subordinate entities will not designate more than \$10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.
2. The parties intend that the Agreements will qualify as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Code. In the event that Lessor either (i) receives notice from the Internal Revenue Service; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor, that the otherwise applicable exception set forth in Section 265(b)(3) of the Code is not available, then Lessee shall pay to Lessor within thirty (30) days after receiving notice from lessor of such event, the amount which with respect to rental payments previously paid, will restore the after-tax yield on the transaction evidenced by the Agreement to that which it would have been had such exception been available, and pay as an additional rent on succeeding rent payment due dates such amount as will maintain such after-tax yield.
3. The obligations of Lessee hereunder which accrue during the term of the Agreements shall survive termination of the Agreements.
4. The parties agree that this Rider is an integral part of the Agreement.

Date: 9/9/19

LESSEE: COUNTY OF DAUPHIN

By: Donna S Miller
 Title: Risk Manager
 Print name: ⇒ DONNA MILLER

LESSOR: BB&T Commercial Equipment Capital Corp.

By: _____

Initials D&M

DOCUMENTS

g Addendum

ertificate

Letter

f Equipment

f Governing Body

insurance (Self-Insurance Letter)

Acceptance

cing Statement

CEC FISCAL FUNDING ADDENDUM

Full Legal Name COUNTY OF DAUPHIN			
Billing Address 2 SOUTH SECOND ST			
			Phone Number
City HARRISBURG	County	State PA	Zip Code 17108
Lease Number 49538003		Lease Date	

The undersigned Lessee warrants to BB&T Commercial Equipment Capital Corp. ("Lessor") that it has funds available to pay all rents (the "Rental Payments") payable under the above - identified Lease until the end of Lessee's current appropriation period. If Lessee's legislative body or other funding authority does not appropriate funds for Rental Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay such Rental Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the end of its current appropriation period. As a condition to exercising its rights under the Addendum, Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the end of its current appropriation period.

In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

Accepted by Lessee this 9th day of September, 20 19

COUNTY OF DAUPHIN

By: Donna S Miller
 Title: Risk Manager

Accepted by Lessor this _____ day of _____, 20_____.

BB&T COMMERCIAL EQUIPMENT CAPITAL CORP.

By: _____
 Title: _____

INCUMBENCY CERTIFICATE

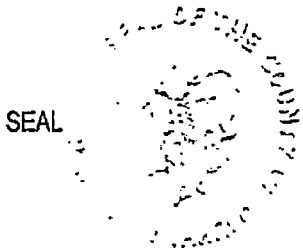
I do hereby certify that I am the duly elected or appointed and acting Officer of COUNTY OF DAUPHIN (LESSEE);, a political subdivision duly organized and existing under the laws of the State of Pennsylvania, that I have custody of the records of such entity, and that, as of the date hereof, the individuals 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 (i) the signatures set opposite their respective name and titles are their true and authentic signatures and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Master Equipment Lease/Purchase Agreement dated 5/26/2016, between Lessee and BB&T Commercial Equipment Capital Corp., and all documents connection therewith, including the Schedule thereto dated 8/28/2019 and any related Escrow Agreement.

NAME	TITLE	SIGNATURE
⇒ <u>DONNA MILLER</u>	⇒ <u>Risk Manager</u>	⇒ <u>Donna Miller</u>

IN WITNESS WHEREOF, I have duly executed this certificate and affixed and seal of such entity hereto this 9th day of September, 2019.

⇒ [Signature]
Signature Of Officer
Title: ⇒ Chairman

ATTEST:
Signed: ⇒ [Signature]
Print Name: ⇒ Chad Saylor
Title: ⇒ Chief Clerk



Initials ⇒ JAT
DSM

ESSENTIAL USE LETTER

BB&T Commercial Equipment Capital Corp.
2 Great Valley Parkway, Suite 300
Malvern, PA 19355

Ladies and Gentlemen:

Reference is made to that certain Master Equipment Lease/Purchase Agreement, dated as of 5/26/2016, and Schedule thereto dated 8/28/2019 between BB&T Commercial Equipment Capital Corp., as Lessor and the undersigned, as Lessee (collectively, together with all other agreements being executed in connection therewith, including any related Escrow Agreement, the "Agreements"). The Equipment, as such term is defined in the Agreements can generally be described as follows:

**2019 FORD F150 POLICE RESPONDER W/ K-9 INSERT WITH LIGHTS/DECALS, VIN# 1FTEW1P4XKKE40530;
2019 FORD TRANSIT 250 MR VAN WITH UPFIT, VIN# 1FTYR2CG0KKB68015;
2019 FORD CONNECT XLT WAGON, VIN# NM0GS9F21K1412234.**

This confirms and affirms that the Equipment is essential to the governmental functions of Lessee. Further, Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority and not in any trade or business carried on by any person other than Lessee. Specifically, the Equipment was selected by Lessee to be used as follows:

COMPLETE ESSENTIAL USE

Police Vehicles

Lessee COUNTY OF DAUPHIN

By: Donna S Miller
SIGNOR TITLE: Risk Manager
SIGNOR NAME: DONNA MILLER

Date: 9/9/19

Initials DSM

SCHEDULE TO MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

RE: Master Equipment Lease / Purchase Agreement dated as of 5/26/2016, between BB&T Commercial Equipment Capital Corp., ("Lessor") and COUNTY OF DAUPHIN ("Lessee")

This "Schedule to Master Equipment Lease / Purchase Agreement" (this "Schedule") incorporates by reference the terms and conditions of the above referenced Master Equipment Lease/Purchase Agreement (the "Master Agreement") between Lessee and Lessor.

LESSEE AGREES TO LEASE THE EQUIPMENT DESCRIBED BELOW FROM LESSOR, AND LESSOR BY ACCEPTANCE OF THIS LEASE AGREES TO LEASE THE EQUIPMENT TO LESSEE, ON THE TERMS AND CONDITIONS SET FORTH IN THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS AND CONDITIONS EACH AGREEMENT BEING INCORPORATED HEREIN BY REFERENCE.

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
1	1FTEW1P4XKKE40530	2019 FORD F150 POLICE RESPONDER W/ K-9 INSERT WITH LIGHTS/DECALS
1	1FTYR2CG0KKB68015	2019 FORD TRANSIT 250 MR VAN WITH UPFIT
1	NM0GS9F21K1412234	2019 FORD CONNECT XLT WAGON

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

2 SOUTH SECOND STREET	HARRISBURG	PA	DAUPHIN
Address	City	State	County

SCHEDULE OF PAYMENTS (ON ACCOUNT OF PURCHASE PRICE)

Term of Lease (In months)	Total Number of Rental Payments	AMOUNT OF EACH PAYMENT			FIRST PAYMENT AMOUNT
		Rent	Sales Tax	Total	FINANCED PROCESSING FEE \$349.00
60	20	\$6,259.83	EXEMPT	\$6,259.83	PAYMENT FREQUENCY
					Quarterly

PAYMENT NUMBER	PAYMENT AMOUNT	INTEREST COMPONENT	PRINCIPAL COMPONENT	OPTION
				PREPAYMENT PRICE
1	6,259.83	1,021.88	5,237.95	****
2	6,259.83	975.00	5,284.83	****
3	6,259.83	927.69	5,332.14	****
4	6,259.83	879.97	5,379.86	****
5	6,259.83	831.81	5,428.02	89,507.22
6	6,259.83	783.22	5,476.61	83,788.56
7	6,259.83	734.20	5,525.63	78,035.32
8	6,259.83	684.74	5,575.09	72,247.30
9	6,259.83	634.84	5,624.99	66,424.28
10	6,259.83	584.49	5,675.34	60,566.06
11	6,259.83	533.69	5,726.14	54,672.42
12	6,259.83	482.44	5,777.39	48,743.14
13	6,259.83	430.72	5,829.11	42,778.02
14	6,259.83	378.55	5,881.28	36,776.83
15	6,259.83	325.90	5,933.93	30,739.36
16	6,259.83	272.79	5,987.04	24,665.38
17	6,259.83	219.20	6,040.63	18,554.68
18	6,259.83	165.13	6,094.70	12,407.03
19	6,259.83	110.58	6,149.25	6,222.21
20	6,259.83	55.56	6,204.27	0.00

Initials _____

Lessee: COUNTY OF DAUPHIN

BY: Donna S Miller

TITLE: Risk Manager

DATE: 9/19/19

Lessor: BB&T Commercial Equipment Capital Corp.

BY: _____

TITLE: _____

DATE: _____

Initials _____

LESSEE RESOLUTION

RE: Master Equipment Lease/Purchase Agreement dated 5/26/2016, ("Master Agreement"), the Schedule thereto ("Schedule") each between BB&T Commercial Equipment Capital Corp., ("Lessor") and COUNTY OF DAUPHIN ("Lessee").

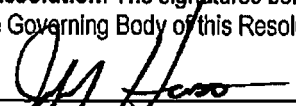
At a duly called meeting of the Governing Body of the "Lessee" (as such term is defined in the Master Agreement) held on _____ the following resolution was introduced and adopted:

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 need exists for the acquisition of the Equipment described under the Schedule to the Master Agreement dated as of 8/28/2019,, between Lessee and Lessor.
- 2. **Approval and Authorization.** The Governing Body of Lessee has determined that entering into the Master Agreement and Schedule thereto (collectively, "Agreements"), 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 Agreements by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreements on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, necessary to the consummation of the transaction contemplated by the Agreements.

Authorized Individual(s): Donnas Miller - Risk Manager
(Printed 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)
Please Note - The individual signing here attesting to the Adoption of the Resolution must be a different person than any of the individuals listed in Section 2 as the persons authorized to sign the Lease Documents on behalf of the Lessee.

Printed Name: Jeff Haste Title: Chairman
(Printed 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)
Please Note - The individual signing here attesting to the Adoption of the Resolution must be a different person than any of the individuals listed in Section 2 as the persons authorized to sign the Lease Documents on behalf of the Lessee.

Printed Name: Chad Saylor Title: Chief Clerk
(Printed name of individual who signed directly above) (Title of individual who signed directly above)

Initials JH
CS

Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code section 149(e)
See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Dauphin County		2 Issuer's employer identification number (EIN) 23-6003043	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Vincent Paese		3b Telephone number of other person shown on 3a 717-780-6580	
4 Number and street (or P.O. box if mail is not delivered to street address) 2 South Second Street PO Box 1295		5 Room/suite	
6 City, town, or post office, state, and ZIP code Harrisburg, PA 17108		7 Date of issue	
8 Name of issue		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 J. John, Budget Director		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11	Education	
12	Health and hospital	
13	Transportation	
14	Public safety	113,815 20
15	Environment (including sewage bonds)	
16	Housing	
17	Utilities	
18	Other. Describe <input type="checkbox"/>	
19	If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>	
	If obligations are BANs, check only box 19b <input type="checkbox"/>	
20	If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>	

Part III Description of Obligations. 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		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22	Proceeds used for accrued interest	
23	Issue price of entire issue (enter amount from line 21, column (b))	
24	Proceeds used for bond issuance costs (including underwriters' discount)	
25	Proceeds used for credit enhancement	
26	Proceeds allocated to reasonably required reserve or replacement fund	
27	Proceeds used to currently refund prior issues	
28	Proceeds used to advance refund prior issues	
29	Total (add lines 24 through 28)	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the bonds to be currently refunded <input type="checkbox"/> years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded <input type="checkbox"/> years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) <input type="checkbox"/>
34	Enter the date(s) the refunded bonds were issued <input type="checkbox"/> (MM/DD/YYYY)

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 ▶ _____			
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 <input type="checkbox"/> and enter the following information:			
b	Enter the date of the master pool obligation ▶ _____			
c	Enter the EIN of the issuer of the master pool obligation ▶ _____			
d	Enter the name of the issuer of the master pool obligation ▶ _____			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> 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			<input type="checkbox"/>
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			<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b	Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to this IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	<i>Vincent Paese</i> Signature of issuer's authorized representative	9/11/19 Date	Vincent Paese, Asst to the Chief Deputy Controller Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

AGREEMENT TO PROVIDE INSURANCE

Lessee:	Lessor:
Name: COUNTY OF DAUPHIN	Name: BB&T Commercial Equipment Capital Corp.
Address: 2 SOUTH SECOND STREET HARRISBURG, PA 17108	Address: 2 Great Valley Parkway, Suite 300 Malvern, PA 19355
Phone: (717) 780-6309	Phone: 877-969-7252

Description of Equipment:

**2019 FORD F150 POLICE RESPONDER W/ K-9 INSERT WITH LIGHTS/DECALS, VIN# 1FTEW1P4XKKE40530;
 2019 FORD TRANSIT 250 MR VAN WITH UPFIT, VIN# 1FTYR2CG0KKB68015;
 2019 FORD CONNECT XLT WAGON, VIN# NM0GS9F21K1412234.**

The undersigned lessee ("Lessee") understands that to provide protection from financial loss, should an accident or loss occur, its lease agreement with Lessor requires the equipment leased thereunder 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: Marsh + McLennan Agency LLC

Name: Travelers Indemnity Co. of

Address: 222 Central Park Ave, Suite 1340
Virginia Beach, VA. 23462

Policy #: BA-2CH10714-19-PUB

Phone: 757-422-8053

Fax: 757-456-5296

Lessee's Signature: Danna Miller

Initials DRM

PLEASE EMAIL OR FAX THIS TO YOUR INSURANCE COMPANY BEFORE RETURNING TO US

FROM: COUNTY OF DAUPHIN
2 SOUTH SECOND STREET, HARRISBURG, PA 17108

TO: Travelers
PLEASE FILL IN INSURANCE COMPANY NAME

Katherine Schaeffer
AGENT NAME

Kathy.Schaeffer@MarshMMA.com
AGENT EMAIL ADDRESS

757-422-8053
AGENT PHONE NUMBER

757-456-5296
AGENT FAX NUMBER

Re: **Insurance Certificate Request**

Greetings:

We have entered into an Equipment Contract Agreement with BB&T Commercial Equipment Capital Corp. for the following equipment with a value of \$114,164.20

EQUIPMENT DESCRIPTION:

2019 FORD F150 POLICE RESPONDER W/ K-9 INSERT WITH LIGHTS/DECALS
2019 FORD TRANSIT 250 MR VAN WITH UPPFIT
2019 FORD CONNECT XLT WAGON

SERIAL NUMBER:

1FTEW1P4XKKE40530
1FTYR2CG0KKB68015
NM0GS9F21K1412234

EQUIPMENT LOCATION:

2 SOUTH SECOND STREET , HARRISBURG, PA 17108

This is a contract and we are responsible for the cost as well as providing the coverage as identified below. Please see that we have immediate coverage and notify BB&T COMMERCIAL EQUIPMENT CAPITAL CORP., ISAOA at once in the form of a CERTIFICATE OF INSURANCE (using ACORD 23 or its equivalent). Please include therein the standard 30 day notice of cancellation clause.

CERTIFICATE HOLDER: BB&T Commercial Equipment Capital Corp. ISAOA
PO Box 979130
Miami, FL 33197

PHYSICAL DAMAGE: Insurance is to be provided for loss. BB&T Commercial Equipment Capital Corp. must be named as LOSS PAYEE. Deductible amounts for both Comprehensive and Collision coverage for the full value of the equipment must be listed on the certificate.

LIABILITY ON TITLED VEHICLES: Coverage should be written with **minimum combined single limit of \$1,000,000.**

OR:

XXX **NON-TRUCKING LIABILITY:** When hauling under the rights of others insurance for Non-Trucking Use (ISO CA 23 09 or its equivalent) is required.

XXX Its successors and/or assigns / "ISAOA" must be included within the loss payable clause. The complete term or complete abbreviation must be noted.

If you have any questions, please do not hesitate to call.

*****DO NOT send signed finance documents to the address below*****
BB&T Commercial Equipment Capital Corp. - Documentation Department
PO Box 979130
Miami, FL 33197

Please email the certificate of insurance to DHeim@BBandT.com or fax to _____, attention: Daniel Heim.
Sincerely,

COUNTY OF DAUPHIN

Donna Miller
Signed

Miller, Donna S (Risk Manager)

From: Miller, Donna S (Risk Manager)
Sent: Monday, September 9, 2019 1:46 PM
To: 'Schaeffer, Katherine'
Subject: 3 New Sheriffs Dept Vehicles
Attachments: 20190909134453372.pdf

Hello Kathy,
Hope all is well.,

Please see the attached request from the BBT bank for the 3 new Sheriffs vehicles we are buying (leasing)

If you have any questions please let me know
Thank You

CERTIFICATE OF ACCEPTANCE

RE: Master Equipment Lease/Purchase Agreement ("Master Agreement") dated as of 5/26/2016, between BB&T Commercial Equipment Capital Corp., ("Lessor") and COUNTY OF DAUPHIN ("Lessee") and Schedule thereto ("Schedule") dated 8/28/2019,

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 Agreement and Schedule (together with any Escrow Agreement). I hereby certify that:

1. The Equipment described on the Schedule has been delivered and installed in accordance with Lessee's specifications.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. 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 Schedule during the current Fiscal Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Fiscal Year.
4. Lessee has obtained insurance coverage as required under the Master Agreement from an insurer qualified to do business in the State.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default (as such is defined in the Master Agreement) exists as of the date hereof.
7. The governing body of Lessee has approved the authorization, execution and delivery of the Schedule and the Master Agreement on its behalf by the authorized representative of Lessee who signed the Master Agreement.
8. During the term of the Schedule, the Equipment will be used for essential governmental functions. Such functions are:

police vehicles

9. Please list the Source of Funds (Fund Item in Budget) for the Rental Payments that come due under the "Schedule of Payments" contained in the Schedule.

general fund budget

10. Please state why you reasonably expect and anticipate that adequate funds will be available for all future Rental Payments that will come due under the "Schedule of Payments" contained in the Schedule.

yearly general fund budget

Lessee COUNTY OF DAUPHIN

BY: Donna S Miller

TITLE: Risk Manager

DATE OF ACCEPTANCE: 9/9/19

Initials DM

BANK QUALIFIED CERTIFICATE

RE: Master Equipment Lease/Purchase Agreement dated as of 5/26/2016, ("Master Agreement"), the Schedule thereto dated 8/28/2019, ("Schedule"), each between BB&T Commercial Equipment Capital Corp., ("Lessor") and COUNTY OF DAUPHIN ("Lessee").

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than Ten Million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates the Schedule as follows:

- 1. Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Schedule is executed and delivered as such "qualified tax-exempt obligations".
- 2. Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

By: Donna L Miller
(Signature of individual authorized to execute this Exhibit)

Printed Name:⇒ DONNA MILLER
(Printed name of individual who signed directly above)

Initials DBM

DELIVERY WAIVER ADDENDUM TO SCHEDULE TO MASTER EQUIPMENT LEASE / PURCHASE AGREEMENT /

THIS DELIVERY WAIVER ADDENDUM (the "Addendum") is delivered by COUNTY OF DAUPHIN ("Lessee") to BB&T Commercial Equipment Capital Corp., ("Lessor") and is effective as of the date set forth at the end of this instrument (the "Acceptance Date"), and relates to certain equipment (the "Equipment") that is the subject of a certain Lease Agreement referenced above, between Lessor and Lessee (the "Lease").

I. Lessee acknowledges that all of the Equipment described in the Lease has not yet been delivered. Notwithstanding such non-delivery, Lessee also acknowledges that Lessee has inspected the Equipment and has found the Equipment (i) is in good operating condition and repair; (ii) conforms to all applicable manufacturer specifications; and (iii) is satisfactory to Lessee in all other respects. Lessee hereby unconditionally accepts the Equipment and authorizes Lessor to make payment to the applicable vendor(s) of such Equipment (the "Vendor(s)"). In consideration of Lessor's advancement of such funds to the Vendor(s), Lessee agrees that Lessee's obligations under the Lease, including the obligation to make all payments due thereunder, shall not be affected in any respect whatsoever by the failure of the vendor(s) to deliver the Equipment satisfactorily to Lessee. Lessee agrees that Lessor makes no representation or warranty regarding the fitness, condition, merchantability or delivery of the Equipment whatsoever. Lessee agrees that the Lease is non-cancelable and that by executing this Addendum, Lessee's obligations to pay all sums due to Lessor under the Lease are unconditional, non-cancelable, and immediate. Except as modified herein, all terms of the Lease shall continue in full force and effect.

II. If for any reason Lessee does not receive delivery of the Equipment within Thirty (30) days of the date set forth below as the date of execution by Lessee, then in that event, upon written demand by Lessor, the total amount advanced by Lessor together with accrued interest at the rate of 9 % per annum (together with all other fees and expenses to which Lender is entitled under the Lease) shall be immediately due and payable to Lessor.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the foregoing has been duly executed by the Lessee the date indicated below:

LESSEE: COUNTY OF DAUPHIN

Donna Miller
Authorized Signature

9/9/19
Date

DONNA MILLER
Print Name

LESSOR: BB&T COMMERCIAL EQUIPMENT CAPITAL CORP.

Authorized Signature

Date

Print Name

APPOINTMENT OF AGENT

FOR A VEHICLE, WATERCRAFT, OR MOBILE HOME
(OWNER MUST COMPLETE ALL INFORMATION IN INK)

I appoint BB&T Commercial Equipment Capital Corp. (agent's name)

Agent's Address: 2 Great Valley Parkway, Suite 300, Malvern, PA 19355

As my agent to sign my name to legal document pertaining to the sale or purchase of the unit described below which is required to be titled under PA law.

Equipment

2019 FORD F150 POLICE RESPONDER W/ K-9 INSERT WITH LIGHTS/DECALS, 1FTEW1P4XKKE40530

- A false statement in connection with a title transaction is a crime.

Customer Name: COUNTY OF DAUPHIN

Signature of Owner: Donna S Miller

Printed Name of Owner: DONNA MILLER

Owner's Address: 2 SOUTH SECOND STREET HARRISBURG, PA 17108

Phone Number (8 a.m. -5 p.m.): 717-780-6328

Owner's Driver License/I.D. Card Number: 25-279-863

Owner's Date of Birth: 8/10/57

ACKNOWLEDGEMENT

STATE OF Pennsylvania

COUNTY OF Dauphin

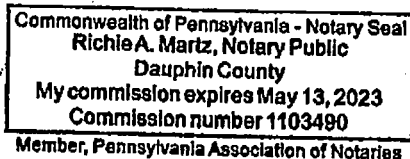
On this, the 11 of September, 2019, before me, the undersigned notary public, personally appeared Donna S. Miller who acknowledged himself/herself to be the Risk Manager (Title), of COUNTY OF DAUPHIN, a Pennsylvania GOVERNMENT ENTITY - DOMESTIC, and that he/she as such officer, being authorized to do so, executed the foregoing APPOINTMENT OF AGENT for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Richie A. Martz

Notary Public

My Commission Expires:



APPOINTMENT OF AGENT

FOR A VEHICLE, WATERCRAFT, OR MOBILE HOME
(OWNER MUST COMPLETE ALL INFORMATION IN INK)

I appoint BB&T Commercial Equipment Capital Corp. (agent's name)

Agent's Address: 2 Great Valley Parkway, Suite 300, Malvern, PA 19355

As my agent to sign my name to legal document pertaining to the sale or purchase of the unit described below which is required to be titled under PA law.

Equipment

2019 FORD TRANSIT 250 MR VAN WITH UPFIT, 1FTYR2CG0KKB68015

- A false statement in connection with a title transaction is a crime.

Customer Name: COUNTY OF DAUPHIN

Signature of Owner: Donna Miller

Printed Name of Owner: DONNA MILLER

Owner's Address: 2 SOUTH SECOND STREET HARRISBURG, PA 17108

Phone Number (8 a.m. -5 p.m.): 717-780-6328

Owner's Driver License/I.D. Card Number: 25-279-863

Owner's Date of Birth: 8/10/57

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this, the _____ of _____, 20____, before me, the undersigned notary public, personally appeared _____ who acknowledged himself/herself to be the _____ (Title), of COUNTY OF DAUPHIN, a Pennsylvania GOVERNMENT ENTITY -- DOMESTIC, and that he/she as such officer, being authorized to do so, executed the foregoing APPOINTMENT OF AGENT for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

APPOINTMENT OF AGENT

**FOR A VEHICLE, WATERCRAFT, OR MOBILE HOME
(OWNER MUST COMPLETE ALL INFORMATION IN INK)**

I appoint BB&T Commercial Equipment Capital Corp. (agent's name)

Agent's Address: 2 Great Valley Parkway, Suite 300, Malvern, PA 19355

As my agent to sign my name to legal document pertaining to the sale or purchase of the unit described below which is required to be titled under PA law.

Equipment

2019 FORD CONNECT XLT WAGON, NM0GS9F21K1412234

- A false statement in connection with a title transaction is a crime.

Customer Name: COUNTY OF DAUPHIN

Signature of Owner: Donna Miller

Printed Name of Owner: DONNA MILLER

Owner's Address: 2 SOUTH SECOND STREET HARRISBURG, PA 17108

Phone Number (8 a.m. -5 p.m.): 717-780-6328

Owner's Driver License/I.D. Card Number: 25-279-863

Owner's Date of Birth: 8/10/57

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this, the _____ of _____, 20____, before me, the undersigned notary public, personally appeared _____ who acknowledged himself/herself to be the _____ (Title), of COUNTY OF DAUPHIN, a Pennsylvania GOVERNMENT ENTITY - DOMESTIC, and that he/she as such officer, being authorized to do so, executed the foregoing APPOINTMENT OF AGENT for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: