

GEORGIA ADDENDUM TO STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: SAMPLE

LEASE NUMBER: _____

LEASE DATE: SAMPLE, 20 _____

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced State and Local Government Lease-Purchase Agreement (together with all Exhibits and Attachments and this Addendum, the "Lease"). Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to DE LAGE LANDEN PUBLIC FINANCE LLC, its successors and assigns, as the "Lessor" of the Equipment. Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. The term "budget year" throughout this Lease will mean "calendar year."
2. **Section 18** of the Lease is hereby amended by adding the following **Sections 18(i)** and **(j)** thereto:
 - (i) [IF YOU ARE A COUNTY OR MUNICIPALITY] The principal portion of this Lease, when added to the amount of debt incurred by US pursuant to Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, does not exceed 10 percent of the assessed value of all taxable property located within OUR limits; and
 - (i) [IF YOU ARE A COUNTY, INDEPENDENT OR AREA SCHOOL SYSTEM] The total combined annual payments due under this Lease and other contracts under Article IX, Section III, Paragraph I of the Constitution of the State of Georgia in any calendar year do not exceed 7.5 percent of the total local revenue collected for YOUR maintenance and operation in the most recently completed fiscal year; and
 - (j) The Equipment has not been the subject of a referendum that failed to receive the approval of YOUR voters within the preceding four calendar years.

3. IF YOU ARE A COUNTY OR INDEPENDENT OR AREA SCHOOL SYSTEM, **Section 4** of the Lease is hereby deleted and the following **Section 4** is hereby inserted in lieu thereof:

4. CONTINUATION OF LEASE TERM. YOU currently intend, subject to **Section 5**, to continue this Lease, and to pay Lease Payments hereunder, through the Maximum Lease Term. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Maximum Lease Term can be obtained. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

4. IF YOU ARE A COUNTY OR A MUNICIPALITY, **Section 8** of the Lease is hereby deleted and the following Section 8 is hereby inserted in lieu thereof:

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. During the term of this Lease, title to the Equipment shall be retained by US, except for those modifications that YOU add to the Equipment that can be removed without damaging the Equipment. YOU will not have any right, title or interest in the Equipment except as expressly set forth in this Lease. ~~If YOU are in default of this Lease, or this Lease is terminated for any reason other than pursuant to Section 17, YOU will, at your cost and expense, peacefully deliver the Equipment to US at the location or locations specified by US.~~ Upon YOUR exercise of the purchase option pursuant to **Section 17** or payment in full of all Lease Payments under this Lease, title to the Equipment will immediately and without further action by US vest in YOU, AS IS, WHERE IS, without warranty, express or implied, free and clear of any claim by or through US. It is the intent of both parties that any transfer of title to YOU pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. WE will, nevertheless, execute and deliver any such instruments as YOU may request to evidence such transfer. YOU will, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

LESSEE SIGNATURE	Legal Name of Lessee <u>SAMPLE</u>
	Signature _____ Date _____
	Print Name _____
	Title _____
(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)	

LESSOR SIGNATURE	Name of Lessor <u>DE LAGE LANDEN PUBLIC FINANCE LLC</u>
	Lessor Signature _____ Date _____
	Print Name _____
	Title _____
	Lease Number _____

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ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC LEASE NUMBER: SAMPLE
LESSEE: SAMPLE LEASE DATE: SAMPLE, 20

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is SAMPLE, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price

Sales tax of _____ is included in the financed amount shown above.

The dates, interest rate and resulting payments contained in the above amortization schedule are estimated based on the expected transaction funding timeframe. Lessor will make reasonable efforts to maintain the rate and payments presented herein. However, the rate may need to be adjusted prior to closing due to change in law or market conditions. In the event that market interest rates increase prior to the date of closing, the interest rate will be revised to reflect adjustments to the Lender's actual cost of funds due to financial market and legal changes incurred since the date of this documentation. This revision may result in an increase in the resulting payment amounts. If such revisions are deemed necessary by Lessor (it its sole discretion), it is understood and agreed by Lessee that a revised amortization schedule reflecting these changes will be executed prior to closing.

Lessee Signature: _____ Date: _____
Print Name: _____ Title: _____

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ATTACHMENT 2

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT EQUIPMENT DESCRIPTION

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: SAMPLE

LEASE NUMBER: _____

LEASE DATE: SAMPLE, 20____

Quantity	Description/Serial No./Model No.	Location
SAMPLE		

LESSEE Signature: _____ Date: _____

Print Name: _____ Title: _____

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Information Return for Tax-Exempt Governmental Bonds

(Rev. October 2021)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority Check box if Amended Return

1 Issuer's name
SAMPLE

2 Issuer's employer identification number (EIN)
XXXXXXXXXXXXXX

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)
XX

3b Telephone number of other person shown on 3a
XXXXXXXXXXXXXXXXXXXX

4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
XXXXXXXX

5 Report number (For IRS Use Only)
3

6 City, town, or post office, state, and ZIP code

7 Date of issue
XXXXXXXXXXXXXXXXXXXX

8 Name of issue
XX

9 CUSIP number
XXXXXXXXXXXXXXXXXXXX

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information
XX

10b Telephone number of officer or other employee shown on 10a
XXXXXXXXXXXXXXXXXXXX

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

11	Education	11	XXXXXXXXXX XX
12	Health and hospital	12	XXXXXXXXXX XX
13	Transportation	13	XXXXXXXXXX XX
14	Public safety	14	XXXXXXXXXX XX
15	Environment (including sewage bonds)	15	XXXXXXXXXX XX
16	Housing	16	XXXXXXXXXX XX
17	Utilities	17	XXXXXXXXXX XX
18	Other. Describe ►	18	XXXXXXXXXX XX
19a	If bonds are TANs or RANS, check only box 19a		<input type="checkbox"/>
19b	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 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	XXXXXXXXXX	\$XXXXXXXXXX.XX	\$XXXXXXXXXX.XX	XXXXXXXXXX years	XXXXXXXXXX %

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

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

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

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded years

32 Enter the remaining weighted average maturity of the taxable bonds to be refunded years

33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)

34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)

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Part VI Miscellaneous

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35** XXXXXXXXXXXX XX
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a** XXXXXXXXXXXX XX
 - b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) XXXXXXXXXXXXXXXX
 - c Enter the name of the GIC provider ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
- 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** XXXXXXXXXXXX XX
- 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) XXXXXXXXXXXXXXXXXXXX
 - c Enter the EIN of the issuer of the master pool bond ▶ XXXXXXXXXX
 - d Enter the name of the issuer of the master pool bond ▶ XXXXXXXXXXXXXXXXXXXX
- 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 ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 - c Type of hedge ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 - d Term of hedge ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
- 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 ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 - b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) XXXXXXXXXXXXXXXXXXXXXXXX

Signature and Consent

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

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

Paid Preparer Use Only

Print/Type preparer's name XXXXXXXXXXXXXXXXXXXXXXXXXXXX	Preparer's signature _____	Date _____	Check <input type="checkbox"/> if self-employed	PTIN XXXXXXXXXXXX
Firm's name ▶ XXXXXXXXXXXXXXXXXXXXXXXX	Firm's EIN ▶ XXXXXXXXXX		Phone no. XXXXXXXXXXXXXXXX	
Firm's address ▶ XXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX				

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BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: _____

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

***YOUR INVOICES WILL BE EMAILED FROM INVOICEDelivery@PAYEREXPRESS.COM
Subject line will read: Your Lease Direct Invoice is ready to view online!**

Billing Address: _____

Attention: _____

Telephone Number: _____

FEDERAL TAX ID#: _____

Lease/Contract Signer Name: _____ Date of Birth _____ (only provide if requested)

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? **If yes, please provide PO#** _____ YES NO

Is a new purchase order required for each new fiscal period? YES NO

If yes, provide month/year PO expires _____

Are you sales tax exempt? **If yes, please attach a copy of exempt certificate or direct pay permit.** YES NO

Do you require any special information to establish a vendor number for _____? YES NO

If yes, please advise: _____

Additional Comments: _____

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS (required for all State and Local Government transactions)

Contact Name: _____

Title: _____

Contact Address: _____

Contact Telephone Number: _____

Email Address: _____

Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction:**

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES NO If YES, please attach/provide a copy.

Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.

The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES NO If YES, please attach/provide a copy.

If you have further questions, please consult your regular bond or legal counsel.

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De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of SAMPLE, 20____, between **De Lage Landen Public Finance LLC**, as Lessor, and SAMPLE, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
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 is currently maintaining the insurance coverage required by **Section 14** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee SAMPLE
	Signature _____ Date _____
	Print Name _____
	Title _____

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