



**GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 001-0757988-300 DATED AS OF January 11, 2019  
(TAX-EXEMPT)**

LESSOR	Name <b>TCF Equipment Finance, a division of TCF National Bank</b>	Email: <b>customerservice@tcfef.com</b>	
	Address <b>11100 Wayzata Blvd, Suite 801; Minnetonka, MN 55305</b>	Fax Number: <b>952-656-3273</b>	
LESSEE	Full Legal Name <b>Ben Hill County Board of Commissioners</b>	Email: <b>mdinnerman@benhillcounty.com</b> Fax: <b>(229) 426-5630</b>	
	Primary Address <b>402A E. Pine Street, Fitzgerald, GA 31750</b>	Fiscal Year End: <b>December</b>	FEIN: <b>58-6000784</b>
LEASE PAYMENT INFORMATION	Principal Portion: <b>\$232,900.00</b>	Lease Payments: <i>See Attachment 1: Lease Payment Schedule</i>	
	Interest Rate: <b>4.83%</b>	Payment Frequency: <b>Monthly</b>	
	Maximum Lease Term: <b>48 Months</b>		
BANK QUALIFIED	YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000.		

**TERMS AND CONDITIONS**

Please read this Governmental Lease-Purchase Agreement No. 001-0757988-300 (including all attachments and schedules hereto, and any related escrow agreement, "Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee," and the words "WE," "US" and "OUR" refer to the "Lessor," its successors and assigns.

**1. LEASE:** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed on Attachment 2: Equipment Description, including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

**2. TERM:** This Lease is effective on the earlier of the date on which WE disburse funds to the vendor of the Equipment or the date on which WE deposit funds for the purchase of the Equipment with an escrow agent (the "Commencement Date"), which date YOU hereby authorize US to fill in on the executed Lease Payment Schedule following OUR receipt from YOU of the executed Acceptance Certificate in the form set forth as Attachment 3 hereto, and continues thereafter for an Initial Term ("Initial Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms"), coinciding with YOUR budget year, up to the total number of months indicated above as the Maximum Lease Term; provided, however, that at the end of the Initial Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, YOU will be deemed to have continued this Lease for the next Renewal Term unless YOU have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. **THIS LEASE IS NON-CANCELABLE, EXCEPT AS PROVIDED IN SECTION 5.**

**3. LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 10% of the amount due or the maximum amount permitted by law, whichever is less, from the due date.

**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. YOUR responsible financial officer will do all things lawfully within his or her power to obtain and maintain funds from which Lease Payments may be made, including making provision for Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. 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.

**5. NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease will be deemed terminated at the end of the then current Initial Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Initial Term or Renewal Term, but failure to give such notice will not extend the term of this Lease beyond the then current Initial Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.

**6. WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. To the extent such warranties are transferable, WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE EXCEPT IN WRITING AND SIGNED BY THE PARTIES HERETO, AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE WILL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

**7. DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). WHEN THE EQUIPMENT HAS BEEN DELIVERED AND INSTALLED, YOU WILL IMMEDIATELY SIGN AND DELIVER TO US A SEPARATE ACCEPTANCE CERTIFICATE IN THE FORM SET FORTH AS ATTACHMENT 3 HERETO. WE MAY, AT OUR DISCRETION, CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT, AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT WILL HAVE THE SAME EFFECT AS A SIGNED ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the next page of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to this Lease (all of which are included by reference) and become part of this Lease. YOU acknowledge that YOU have read and agreed to all the Terms and Conditions.	LESSOR SIGNATURE	Name of Lessor <b>TCF Equipment Finance, a division of TCF National Bank</b>
	Ben Hill County Board of Commissioners Legal Name of Lessee		By _____ Signature
	By Signature		Print Name and Title _____
	Print Name and Title <b>Steve Taylor, Chairman</b>		<b>001-0757988-300</b> Lease Number

CERTIFICATE OF CLERK OR SECRETARY	I, the undersigned, do hereby certify that the officer of Lessee who executed the foregoing Lease on behalf of Lessee and whose genuine signature appears thereon, (1) is the duly qualified and acting officer of Lessee as stated beneath his or her signature and (2) is duly authorized to execute and deliver the foregoing Agreement on behalf of Lessee.
	Signature:  Title: <b>County Clerk</b>
THE ABOVE CERTIFICATION MUST BE SIGNED BY THE CLERK OR SECRETARY OF LESSEE, AND THE CLERK OR SECRETARY MUST BE A DIFFERENT INDIVIDUAL THAN THE OFFICER SIGNING IN THE "LESSEE SIGNATURE" BOX.	



GEORGIA ADDENDUM

TO GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 001-0757988-300 DATED AS OF January 11, 2019

LESSOR: TCF Equipment Finance, a division of TCF National Bank

LESSEE: Ben Hill County Board of Commissioners

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced Governmental Lease-Purchase Agreement No. 001-0757988-300 (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 the "Lessor," its successors and assigns. 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. IF YOU ARE A COUNTY OR INDEPENDENT OR AREA SCHOOL SYSTEM, the term "budget year" throughout this Lease will mean "calendar year."
2. 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.

- 3. 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 (including but not limited to any termination pursuant to Section 5), YOU will, at your cost and expense, peaceably 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.

As security for YOUR obligations hereunder, to the extent permitted by law, YOU grant to US a first and prior security interest in the cash and negotiable instruments from time to time comprising each escrow fund established under any related escrow agreement and all proceeds (cash and non-cash) thereof, and YOU agree respect thereto that WE shall have all the rights and remedies of a secured party.

- 4. Section 18 of the Lease is hereby amended by adding the following clauses 18(j) and (k) thereto:

(j) 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

(j) 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

(k) 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.

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.

Lessor: TCF Equipment Finance, a division of TCF National Bank

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

Lessee: Ben Hill County Board of Commissioners

By: [Signature] Title: Chairman

LEASE PAYMENT SCHEDULE

LESSOR: TCF Equipment Finance, a division of TCF National Bank

LESSEE: Ben Hill County Board of Commissioners

COMMENCEMENT DATE\*: \_\_\_\_\_

INTEREST RATE: 4.83%

PAYMENT FREQUENCY: Monthly

The first Lease Payment shall be due in arrears on the date that is one month(s) after the Commencement Date, and subsequent Lease Payments shall be due] on the same day of each month thereafter until paid in full.

Event	Rental Payment	Interest Portion	Principal Portion	Purchase Price
Lease Commencement				232,900.00
Due One Month from Lease Commencement	5,346.00	938.15	4,407.85	233,061.99
Due Two Months from Lease Commencement	5,346.00	920.39	4,425.61	228,547.87
Due Three Months from Lease Commencement	5,346.00	902.57	4,443.43	224,015.57
Due Four Months from Lease Commencement	5,346.00	884.67	4,461.33	219,465.02
Due Five Months from Lease Commencement	5,346.00	866.70	4,479.30	214,896.13
Due Six Months from Lease Commencement	5,346.00	848.65	4,497.35	210,308.83
Due Seven Months from Lease Commencement	5,346.00	830.54	4,515.46	205,703.06
Due Eight Months from Lease Commencement	5,346.00	812.35	4,533.65	201,078.74
Due Nine Months from Lease Commencement	5,346.00	794.09	4,551.91	196,435.79
Due Ten Months from Lease Commencement	5,346.00	775.75	4,570.25	191,774.14
Due Eleven Months from Lease Commencement	5,346.00	757.34	4,588.66	187,093.70
Due Twelve Months from Lease Commencement	5,346.00	738.86	4,607.14	182,394.42
Due Thirteen Months from Lease Commencement	5,346.00	720.30	4,625.70	177,676.21
Due Fourteen Months from Lease Commencement	5,346.00	701.67	4,644.33	172,938.99
Due Fifteen Months from Lease Commencement	5,346.00	682.96	4,663.04	168,182.69
Due Sixteen Months from Lease Commencement	5,346.00	664.18	4,681.82	163,407.23
Due Seventeen Months from Lease Commencement	5,346.00	645.32	4,700.68	158,612.54
Due Eighteen Months from Lease Commencement	5,346.00	626.38	4,719.62	153,798.53
Due Nineteen Months from Lease Commencement	5,346.00	607.37	4,738.63	148,965.12
Due Twenty Months from Lease Commencement	5,346.00	588.28	4,757.72	144,112.25
Due Twenty-one Months from Lease Commencement	5,346.00	569.12	4,776.88	139,239.83
Due Twenty-two Months from Lease Commencement	5,346.00	549.88	4,796.12	134,347.79
Due Twenty-three Months from Lease Commencement	5,346.00	530.56	4,815.44	129,436.04
Due Twenty-four Months from Lease Commencement	5,346.00	511.16	4,834.84	124,504.50
Due Twenty-five Months from Lease Commencement	5,346.00	491.69	4,854.31	119,553.11
Due Twenty-six Months from Lease Commencement	5,346.00	472.13	4,873.87	114,581.76
Due Twenty-seven Months from Lease Commencement	5,346.00	452.50	4,893.50	109,590.39
Due Twenty-eight Months from Lease Commencement	5,346.00	432.79	4,913.21	104,578.92
Due Twenty-nine Months from Lease Commencement	5,346.00	413.00	4,933.00	99,547.26
Due Thirty Months from Lease Commencement	5,346.00	393.13	4,952.87	94,495.33
Due Thirty-one Months from Lease Commencement	5,346.00	373.18	4,972.82	89,423.05
Due Thirty-two Months from Lease Commencement	5,346.00	353.14	4,992.86	84,330.34

Due Thirty-three Months from Lease Commencement	5,346.00	333.03	5,012.97	79,217.11
Due Thirty-four Months from Lease Commencement	5,346.00	312.84	5,033.16	74,083.28
Due Thirty-five Months from Lease Commencement	5,346.00	292.57	5,053.43	68,928.78
Due Thirty-six Months from Lease Commencement	5,346.00	272.21	5,073.79	63,753.52
Due Thirty-seven Months from Lease Commencement	5,346.00	251.77	5,094.23	58,557.40
Due Thirty-eight Months from Lease Commencement	5,346.00	231.25	5,114.75	53,340.36
Due Thirty-nine Months from Lease Commencement	5,346.00	210.65	5,135.35	48,102.30
Due Forty Months from Lease Commencement	5,346.00	189.96	5,156.04	42,843.14
Due Forty-one Months from Lease Commencement	5,346.00	169.19	5,176.81	37,562.80
Due Forty-two Months from Lease Commencement	5,346.00	148.34	5,197.66	32,261.18
Due Forty-three Months from Lease Commencement	5,346.00	127.40	5,218.60	26,938.21
Due Forty-four Months from Lease Commencement	5,346.00	106.38	5,239.62	21,593.80
Due Forty-five Months from Lease Commencement	5,346.00	85.28	5,260.72	16,227.86
Due Forty-six Months from Lease Commencement	5,346.00	64.09	5,281.91	10,840.32
Due Forty-seven Months from Lease Commencement	5,346.00	42.81	5,303.19	5,431.06
Due Forty-eight Months from Lease Commencement	5,346.00	21.43	5,324.57	0.00
<b>Grand Totals</b>	<b>256,608.00</b>	<b>23,708.00</b>	<b>232,900.00</b>	

Lessee: Ben Hill County Board of Commissioners

X By: *Alan Taylor*

X Title: Chairman

X 56

\*YOU hereby authorize US to fill in the Commencement Date based on the earlier of the date that WE disburse funds to the Vendor of the Equipment following receipt of YOUR executed Acceptance Certificate, or the date on which WE deposit funds for the purchase of the Equipment with an escrow agent.



### Titled Equipment Acknowledgement

NOTE: Please retain a copy of this Acknowledgment for your titling purposes. The original of this Acknowledgment along with originals of the two (2) enclosed Limited Powers of Attorney must be signed and returned to TCF Equipment Finance, a division of TCF National Bank ("TCFEF") with your Contract documents.

Name and Address of Customer:  
Ben Hill County Board of Commissioners  
402A E. Pine Street  
Fitzgerald, GA 31750

Contract #: 001-0757988-300

Equipment Description: One (1) 2018 Peterbilt 520, VIN: 3BPDJ0X8JF191357 with a New Way Mammoth 40yd Front Loader, S/N: 16551F together with all attachments and accessories thereto

Under the terms of your Contract, you are required to properly title the Equipment. The Equipment must be titled exactly as follows:

Lienholder Name & Address: TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

Owner Name & Address: Ben Hill County Board of Commissioners, 402A E. Pine Street, Fitzgerald, GA 31750

If the Contract calls for co-borrowers, certificate(s) of title must include each co-borrowers' name as Owners with the word "AND" between their names. The word "OR" between the names is unacceptable and must be corrected at the Customer's expense.



**Party Responsible for Titling ("Titling Party"):**

Customer will personally submit title work to state for processing

Agency will submit title work to state for processing

**Please check if any apply:**

Equipment is exempt from sales tax

Dealer will submit title work to state for processing

Trucking Company will submit title work to state for processing

IRP



**Contact Information for Titling Party:**

Name: Donna R. Prather  
Street: 402 A East Pine Street  
City: Fitzgerald State: GA Zip Code: 31750  
Direct Phone Number: (229)426-5100 Fax Number: (229)426-5630  
Email Address: dprather@benhillcounty.com

By signing below, Customer agrees (1) to title the Equipment exactly as set forth above; (2) that even if not personally submitting the title work to the applicable state, Customer acknowledges responsibility for ensuring that the Titling Party designated above will apply for title(s) immediately upon funding; (3) that Customer has confirmed that the current party holding the original certificate(s) of title or certificate (s) of origin for the Equipment referenced above, if not the Customer, will deliver them to Customer's designated Titling Party immediately upon funding; and (4) that Customer agrees to cause its Titling Party to send a copy of the processed title application receipt as endorsed by the applicable State to TCFEF at the address set forth below within sixty (60) days of funding. If Customer or Customer's Titling Party has not properly titled the Equipment and provided TCFEF evidence thereof within sixty (60) days of funding, Customer hereby agrees to pay TCFEF delinquent title fees in accordance with TCFEF's titling policy on a recurring basis until TCFEF has received all required certificate(s) of title for all Equipment under the above referenced Contract.

TCF National Bank  
Attn: Title Administration Department  
11100 Wayzata Blvd., Ste 801  
Minnetonka, MN 55305  
Phone: 866-311-2755 option #5

If you need further assistance, please contact our Title Administration Department at 866-311-2755 option #5. Thank you for your prompt attention in titling the Equipment.

Customer: Ben Hill County Board of Commissioners



[Signature]  
By  
Chairman  
Title

1/17/19  
Date

LIMITED POWER OF ATTORNEY

Ben Hill County Board of Commissioners, 402A E. Pine Street, Fitzgerald, GA 31750 (the "Title Holder")

NOTE TO MOTOR VEHICLE DEPARTMENT

This will authorize the person whose name and specimen signature appears below to act as agent and attorney-in-fact for and on behalf of Ben Hill County Board of Commissioners in all matters pertaining to the titling, sale and transfer of ownership, recording a lien and applying for an original or duplicate certificate of title to the vehicle(s) described below.

The rights and authority of the limited power of attorney granted herein shall be applicable to the following motor vehicle(s) only:

3BPDJ0X8JF191357

COMPANY'S NAME: TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

SPECIMEN SIGNATURE OF AGENT/ATTORNEY IN FACT: \_\_\_\_\_  
(Title Holder should NOT sign here)

PRINTED NAME OF AGENT/ATTORNEY IN FACT: \_\_\_\_\_

NOTE TO CUSTOMER: ONLY SIGN BY YOUR NAME BELOW AND HAVE YOUR SIGNATURE NOTARIZED.  
DO NOT SIGN OR PRINT YOUR NAME ABOVE.

Title Holder: Ben Hill County Board of Commissioners, 402A E. Pine Street, Fitzgerald, GA 31750

State of Georgia )

County of Ben Hill )

BY:  Steve Taylor

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 17th DAY OF January, 2019

TITLE: Authorized Signer

Personally known to me.  
 Proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Pamela D. Turner  
NOTARY PUBLIC SIGNATURE



LIMITED POWER OF ATTORNEY

Ben Hill County Board of Commissioners, 402A E. Pine Street, Fitzgerald, GA 31750 (the "Title Holder")

NOTE TO MOTOR VEHICLE DEPARTMENT

This will authorize the person whose name and specimen signature appears below to act as agent and attorney-in-fact for and on behalf of Ben Hill County Board of Commissioners in all matters pertaining to the titling, sale and transfer of ownership, recording a lien and applying for an original or duplicate certificate of title to the vehicle(s) described below.

The rights and authority of the limited power of attorney granted herein shall be applicable to the following motor vehicle(s) only:

3BPDLJ0X8JF191357

COMPANY'S NAME: TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

SPECIMEN SIGNATURE OF AGENT/ATTORNEY IN FACT: \_\_\_\_\_  
(Title Holder should NOT sign here)

PRINTED NAME OF AGENT/ATTORNEY IN FACT: \_\_\_\_\_

NOTE TO CUSTOMER: ONLY SIGN BY YOUR NAME BELOW AND HAVE YOUR SIGNATURE NOTARIZED.  
DO NOT SIGN OR PRINT YOUR NAME ABOVE.

Title Holder: Ben Hill County Board of Commissioners, 402A E. Pine Street, Fitzgerald, GA 31750

State of Georgia )  
County of Ben Hill )

BY: X [Signature]

TITLE: Authorized Signer

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 17<sup>th</sup> DAY OF January, 2019

- Personally known to me.
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me.

[Signature]  
NOTARY PUBLIC SIGNATURE



EQUIPMENT DESCRIPTION

The Equipment consists of the equipment described below, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof:

Description/Serial No./Model No.	Location	Total Cost
One (1) 2018 Peterbilt 520, VIN: 3BPDLJ0X8JF191357 with a New Way Mammoth 40yd Front Loader, S/N: 16551F together with all attachments and accessories thereto	147 County Farm Road, Fitzgerald, GA 31750	\$232,900.00

Lessee: Ben Hill County Board of Commissioners    ✕ By: Steve Jepsen    ✕ Title: Chairman



INSURANCE COVERAGE REQUIREMENTS

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Governmental Lease-Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Insurance Company Liability: <del>X</del> Taylor, Towson, & Braddy	Agent Name: <del>X</del> Tina D. Baldwin	Business Phone # <del>X</del> Fax Phone # (229) 423-4069 ph (229) 428-7573 fax
Insurance Company Property: <del>X</del> Same as above	Agent Name: <del>X</del>	Business Phone # <del>X</del> Fax Phone #

to issue: (check to indicate coverage)

X a. All Risk Physical Damage Insurance on the following leased Property evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming TCF Equipment Finance, a division of TCF National Bank and/or its assigns as Loss Payee.

Leased Property: One (1) 2018 Peterbilt 520, VIN: 3BPDJ0X8JF191357 with a New Way Mammoth 40yd Front Loader, S/N: 16551F together with all attachments and accessories thereto

Coverage Required: \$232,900.00

X b. Public Liability Insurance evidenced by a Certificate of Insurance naming TCF Equipment Finance, a division of TCF National Bank and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000.00 per person  
\$1,000,000.00 aggregate bodily injury liability  
\$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305, prior to the time that the property is delivered to Lessee.

Please fax a copy of the Certificate of Insurance or binder to Michelle Granich at (952) 229-6371.

Lessee: Ben Hill County Board of Commissioners

~~X~~ By: 

~~X~~ Title: Chairman

Anthony A. Rowell, Attorney  
1564 King Road  
Tifton, Georgia 31793  
P: (229) 382-0515  
F: (229) 382-1676  
E: AARowell@hallboothsmith.com  
W: www.hallboothsmith.com

January 17, 2019

**OPINION OF COUNSEL**

Lessee: Ben Hill County Board of Commissioners  
402A E. Pine Street  
Fitzgerald, Georgia 31750

Lessor: TCF Equipment Finance, a division of TCF National Bank  
11100 Wayzata Blvd, Suite 801  
Minnetonka, Minnesota 55305

**RE: Governmental Lease-Purchase Agreement No. 001-0757988-300, dated as of January 11, 2019, by and between Ben Hill County Board of Commissioners and TCF Equipment Finance, a division of TCF National Bank**

Ladies and Gentlemen:

I have acted a counsel to Lessee with respect to the Governmental Lease-Purchase Agreement describe above and the related escrow agreement, if any (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and all exhibits and attachments thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Georgia (the "State") within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, is duly organized, existing and operating under the Constitution and laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. The full, true and correct legal name of Lessee is Ben Hill Board of Commissioners.
2. Lessee is authorized and has power under State law to enter into the Lease and lease the equipment with an option to purchase, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by

- bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights. No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
4. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 5 of the Lease.
  5. 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.
  6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
  7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of the Lessee or its officers; the proper authorization, approval and execution of the Lease and the other documents describe above; the appropriation of monies to make Lease Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.
  8. The equipment leased pursuant to the Lease constitutes personal property and when subject to use by Lessee will not be or become fixtures under applicable law.
  9. The leasing of the equipment pursuant to the Lease is exempt from all sales, use and documentary stamp taxes against either Lessor or Lessee during the term of the Lease, and such equipment will be exempt from all state and local personal property or other ad valorem taxes.

Opinion of Counsel  
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This opinion of counsel may be relied upon by TCF Equipment Finance, a division of TCF National Bank and its successors and assigns.

Very truly yours,



Anthony A. Rowell

AAR/sbm

RESOLUTION  
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 001-0757988-300  
DATED AS OF January 11, 2019

A resolution authorizing the negotiation, execution, and delivery of Governmental Lease-Purchase Agreement No. 001-0757988-300 dated January 11, 2019 (the "Lease"), in principal amount not to exceed \$232,900.00, between Ben Hill County Board of Commissioners, 402A E. Pine Street, Fitzgerald, GA 31750 and TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305; and prescribing other details in connection therewith.

WHEREAS, Ben Hill County Board of Commissioners, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Georgia; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in Attachment 2 to the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, TCF Equipment Finance, a division of TCF National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF Ben Hill County Board of Commissioners:

X Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the Chairman of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Georgia.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. Lessee reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year and hereby designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

X CERTIFIED AS TRUE AND CORRECT this 11<sup>th</sup> day of January, 2019.

X Donna R. Prather  
Signature of Clerk, Secretary or Assistant Secretary

X Donna R. Prather  
Printed Name of Clerk, Secretary or Assistant Secretary



LESSEE FACT SHEET  
TO GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 001-0757988-300 DATED AS OF January 11, 2019

**X** Please fill in ALL of the following questions and return this form with the lease documents:

1. Equipment location address: BHC Road Dept., 147 County Farm Rd
  
2. Send bills to the following address: Ben Hill County Board of Commissioners  
402 A East Pine Street  
Fitzgerald, GA 31750  
ATTENTION: Antavia Blount
  
3. Name of person who issues payment and Phone number: Antavia Blount  
(229) 426-5100
  
4. Contract information of person responsible for preparing and filing Form 8038-G or 8038-GC:  
Name: Darlow Maxwell Phone: (229)426-5100 E-mail: dmaxwell@benhillcounty.com  
Address: 402 A East Pine Street, Fitzgerald, GA 31750
  
5. Fiscal year end: December 31<sup>st</sup>