



City of Wilmington

Va'Shun "Vash" Turner
City Council Member, 5th District

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Public Works & Transportation Committee

Va'Shun "Vash" Turner, Chair
Ciro Adams, Vice Chair
Ernest "Trippi" Congo, II
Michelle Harlee
Zanthia Oliver
Loretta Walsh
Dr. Hanifa Shabazz, Ex-Officio Member

➤ REVISED NOTICE

Public Works & Transportation Committee Meeting November 18, 2019 5:00 p.m. 1st Floor Council Committee Room Agenda

- **ORD. 19-047** To Enact Certain Traffic/ Parking Regulations
- **ORD. 19-048** Authorize and Approve a Contract Between the City of Wilmington and Rehrig Financial Services for the Lease of, and Option to Purchase, Municipal Solid Waste Containers
- Resolution for amendments to License agreements for Cellular Carrier AT&T for on the Monroe Park Water Tank
- Resolution for amendments to License agreements for Cellular Carrier Sprint for on the Carr Road Water Tank
- Resolution for amendments to License agreements for Cellular Carrier Sprint for on the Tallyville Water Tank
- Resolution for amendments to License agreements for Cellular Carrier T-Mobile on the Foulk Road Water Tank
- Presentation by the Department of Public Works Regarding Snow Removal
- A Discussion with Nathaniel Turner-Partner of NRG LED Lighting & Solar Solutions

Rev. 1 (11/13/19)

If public comment is permitted during this committee meeting, any member of the public who wishes to speak during the committee meeting will be limited to three minutes per agenda item. If the public's permission to comment is abused, the Chair may exercise greater discretion in limiting public comment.

AN ORDINANCE TO ENACT CERTAIN TRAFFIC/PARKING REGULATIONS

#4733

Sponsors:

Council
Members

Turner
Freel
Congo
Johnson
Harlee
Oliver

WHEREAS, pursuant to the City Charter and Chapter 37 of the City Code, the Department of Public Works has proposed and the City Council deems it necessary and proper to enact the traffic and parking regulations set forth herein.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:

SECTION 1. That "ALL WAY STOP" signs be installed at the following intersections:

- a. East 2nd & Street North Lombard Street
- b. West 21st Street & North Washington Street
- c. East 10th Street & Clifford Brown Walk

SECTION 2. That "STOP" signs be added at the following intersections:

- a. East 6th Street & North Lombard Street
- b. North Harrison Street & Lovering Avenue
- c. Lafayette Boulevard & North Jefferson Street

SECTION 3. That the street direction for North Lombard Street between Front Street and East 2nd Street be changed from a Two-Way roadway to a **One-Way southbound** roadway.

SECTION 4. That "NO PARKING 5:00 AM to 9:00 AM, EXCEPT SATURDAYS AND SUNDAYS" signs be installed on the southside of East 3rd Street beginning 75 feet from the easterly building line of North Walnut Street and extending 22 feet east.

SECTION 5. That “**NO PARKING LOADING ZONE 8:00 AM TO 6:00 PM, EXCEPT SUNDAYS**” signs be installed at the following locations:

- a. The westside of North Lincoln Street, beginning 86 feet from the northerly building line of West 6th Street and extending north 20 feet.
- b. The eastside of North Dupont Street, beginning 66 feet south of the southerly building line of West 4th Street and extending south 20 feet.

SECTION 6. That “**NO PARKING CHILD DROP OFF/PICK UP 1:30 PM TO 2:30 PM, EXCEPT SATURDAYS AND SUNDAYS**” signs be installed on the northside of East 12th Street, between North King Street and North Market Street.

SECTION 7. That “**2 HOUR PARKING 8:00 AM TO 6:00 PM, EXCEPT SATURDAYS AND SUNDAYS**” signs be installed on the northside of West 16th Street, beginning 164 feet west of the westerly building line of Delaware Avenue and extending west 49 feet.

SECTION 8. That “**1 HOUR PARKING 8:00 AM TO 6:00 PM, EXCEPT SATURDAYS AND SUNDAYS**” signs be installed on the northside of West 10th Street, beginning 30 feet from the easterly building line of North Orange Street and extending east 126 feet.

SECTION 9. That “**15 MINUTE PARKING 8:00 A.M. TO 6:00 P.M., EXCEPT SATURDAYS AND SUNDAYS**” signs be installed on the eastside of North West street beginning 120 feet from the southerly building line of West 10th Street and extending south 20 feet.

SECTION 10. That **“15 MINUTE PARKING 8:00 A.M. TO 6:00 P.M., EXCEPT SATURDAYS”** be installed on the westside of North Lincoln Street beginning 64 feet from the northerly building line of West 6th Street and extending north 22 feet.

SECTION 11. That the portions of legislation that designate the following be hereby **RESCINDED** to allow for the **REMOVAL** of signs as stated herein:

- a. **“NO PARKING LOADING ZONE 8:00 AM TO 6:00 PM, EXCEPT SATURDAYS AND SUNDAYS”** signs on the northside of West 16th Street beginning 164 feet from the westerly building line of Delaware Avenue and extending west 49 feet.
- b. **“NO PARKING 8:00 AM TO 6:00 PM, EXCEPT SATURDAYS AND SUNDAYS”** signs on the westside of Thatcher Street between East 11th Street and East 12th Street.
- c. **“ROAD CLOSED EXCEPT FOR BUSES DAILY DURING SPECIFIC TIMES”** signs on Thatcher Street between East 11th Street & East 12th Street.
- d. **“2 HOUR PARKING 8:00 AM TO 6:00 PM, EXCEPT SATURDAYS AND SUNDAYS”** signs on the eastside of North Dupont Street, beginning 66 feet south of the southerly building line of West 4th Street and extending south 20 feet.
- e. **“NO PARKING CHILD DROP OFF/PICK UP 2:30 PM TO 3:30 PM, EXCEPT SATURDAYS AND SUNDAYS”**

signs on the northside of East 12th Street, between North King Street and North Market Street.

SECTION 12. This Ordinance shall become effective immediately upon its passage by City Council and approval by the Mayor.

First Reading.....November 7, 2019
Second Reading.....November 7, 2019
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance approves various traffic and parking regulations in the City.

W0108144

AN ORDINANCE TO AUTHORIZE AND APPROVE A CONTRACT BETWEEN THE CITY OF WILMINGTON AND REHRIG FINANCIAL SERVICES FOR THE LEASE OF, AND OPTION TO PURCHASE, MUNICIPAL SOLID WASTE CONTAINERS

#4736

Sponsor:

Council Member Freel

Co-Sponsors:

Council President Shabazz

Council Members Oliver Turner

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

WHEREAS, the City desires to enter into a Master Lease Agreement (the "Agreement") with Rehrig Financial Services ("Rehrig") for the lease of, and option to purchase, municipal solid waste containers, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit "A"; and

WHEREAS, the term of the Agreement is for a period of five (5) years commencing upon execution of the Agreement, at an estimated annual price of Three Hundred Thirty Thousand, Eight Hundred Thirty-Nine Dollars and Seventy-Six Cents (\$330,839.76) and an estimated total price of One Million, Six Hundred Fifty-Four Thousand, One Hundred Ninety-Eight Dollars and Eighty Cents (\$1,654,198.80); and

WHEREAS, it is the recommendation of the Department of Public Works that the City enter into the Agreement with Rehrig for a period of five (5) years.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. The Master Lease Agreement between the City of Wilmington and Rehrig Financial Services, a copy of which Agreement, in substantial form, is attached hereto as Exhibit "A," for the period of five (5) years, at an estimated annual price of Three Hundred Thirty Thousand, Eight Hundred Thirty-Nine Dollars and Seventy-Six Cents

(\$330,839.76) and an estimated total price of One Million, Six Hundred Fifty-Four Thousand, One Hundred Ninety-Eight Dollars and Eighty Cents (\$1,654,198.80) is hereby approved, and the Mayor or his designee is hereby authorized and directed to execute as many copies of the Agreement, as well as all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading..... November 7, 2019
Second Reading..... November 7, 2019
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance authorizes the execution of a Master Lease Agreement (the "Agreement") with Rehrig Financial Services ("Rehrig") for the lease of, and option to purchase, municipal solid waste containers. The Agreement is for a period of five (5) years commencing on the date of its execution at an estimated annual price of Three Hundred Thirty Thousand, Eight Hundred Thirty-Nine Dollars and Seventy-Six Cents (\$330,839.76) and an estimated total price of One Million, Six Hundred Fifty-Four Thousand, One Hundred Ninety-Eight Dollars and Eighty Cents (\$1,654,198.80).

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is a contract for the period of five (5) years commencing on the date of its execution at an estimated annual price of Three Hundred Thirty Thousand, Eight Hundred Thirty-Nine Dollars and Seventy-Six Cents (\$330,839.76) and an estimated total price of One Million, Six Hundred Fifty-Four Thousand, One Hundred Ninety-Eight Dollars and Eighty Cents (\$1,654,198.80).

W0107994

EXHIBIT A



CERTIFICATE OF INCUMBENCY AND AUTHORITY (Corporation or LLC)

I, the undersigned certifying representative ("Certifying Representative") of CITY OF WILMINGTON ("Company"), do hereby certify that:

1. I, the Certifying Representative, am the duly elected, appointed and/or qualified and acting representative of the Company and have the title set forth below my signature (usually Secretary or Assistant Secretary of Company), and that I have access to the organizational records of the Company.
2. Set forth below is the name and true signature or electronic authentication of an individual (the "Authorized Representative") that I know to be the duly elected (or appointed), qualified and acting officer, manager, member or representative of the Company, with the title set forth opposite his or her respective name.
3. The Authorized Representative has the requisite power and authority pursuant to the Company's organizational documents to bind the Company to, and sign on behalf of the Company, any and all agreements, including, but not limited to, leases, loans, finance agreements, guaranties, mortgages and/or collateral pledges (each an "Authorized Transaction"), with REHRIG FINANCIAL SERVICES ("RFS") and the written signature or electronic authentication opposite the Authorized Representative's name is such Authorized Representative's genuine signature or electronic authentication, as applicable. Until RFS receives notice in writing of any change or limitation of the authority of the Authorized Representative of this Company designated in this Certificate, RFS is authorized to rely upon the authority and power of such designated Authorized Representative to bind the Company in connection with Authorized Transactions as set forth in this Certificate.
4. All previous acts of, and all documents and papers heretofore executed and delivered by, any Authorized Representative in connection with any Authorized Transaction are ratified, confirmed and approved as the act or acts of the Company.

Title	Legal Name of Authorized Representative	Signature

Please either: 1) provide a photocopy of the Authorized Representative's valid driver's license, OR
2) complete the Authorized Representative identification information below.

Authorized Representative Information:

Legal Name:			Driver's License Information:		
Address:			State/Country of ID:		
City:	State:	Zip:	ID Number:		
Date of Birth:	Are You a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No		Date Issued:	Expiration Date:	

To help the government fight the funding of terrorism and money laundering, federal law requires all financial institutions to obtain, verify, and record information that identifies each client. Federal Know Your Client (KYC) requirements and RFS policy require identification of each Authorized Representative for an account. To identify the Authorized Representative, we will ask for the legal name, address, date of birth, and other relevant information.

IN WITNESS WHEREOF, the undersigned Certifying Representative has executed this Certificate as of December 5, 2019.

Title	Name	Certifying Representative's Signature

**** When preparing this Certificate, please note: (1) The Certifying Representative cannot also be an Authorized Representative for purposes of this Certificate; and (2) the Certifying Representative confirms that a separate person, each Authorized Representative, is authorized to execute binding agreements on behalf of Company with RFS.**



MASTER LEASE AGREEMENT

REHRIG FINANCIAL SERVICES 255 Woodcliff Drive • Fairport, NY • 14450			MASTER LEASE AGREEMENT NO.: 2016672 Master Lease Date: December 6, 2019		
Lessee:	Form of Organization:	State of Organization:	State Issued Organizational ID #:		
CITY OF WILMINGTON	Government Entity	Delaware			
Street:	City:	State:	County:	Postal Code:	Tax ID #:
800 North French Street	Wilmington	DE	New Castle	19801	

This MASTER LEASE AGREEMENT ("Master Lease Agreement") is executed by and between REHRIG FINANCIAL SERVICES ("Lessor") and the Lessee referenced above ("Lessee"). The parties agree as follows:

1. AGREEMENT OF LEASE. Pursuant to each Lease (as defined below), Lessee leases from Lessor the equipment, software, fixtures, personal property and/or other property, together with all replacements, parts, additions, accessories and substitutions (collectively, the "Equipment") listed on a unique Equipment Schedule bearing the number and date specified therein (an "Equipment Schedule"), as the same may be amended, supplemented or modified from time to time with the written consent of Lessor and Lessee. Each Equipment Schedule shall, except as set forth therein, incorporate the terms and conditions of this Master Lease Agreement and create and constitute a stand-alone lease by Lessor and Lessee (a "Lease"), which shall be separate and distinct from any other Lease, Equipment Schedule, agreement, arrangement or understanding that has been or may be entered into between the Parties, whether or not incorporating the terms and conditions of this Master Lease Agreement. In the event of a conflict between an Equipment Schedule and the Master Lease Agreement, the terms of the Equipment Schedule will prevail.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE. Lessee hereby represents, warrants and covenants that, with respect to this Master Lease Agreement and each Lease executed hereunder: (a) the execution, delivery and performance by Lessee of this Master Lease Agreement and of such Lease (and all documents ancillary thereto) have been or as of the date of execution will have been, duly authorized by all necessary action of Lessee, consistent with its form of organization, and does not require further approval of or notice to any other person or entity; (b) each individual executing this Master Lease Agreement and any documents relating to such Lease on Lessee's behalf was duly authorized to do so; (c) this Master Lease Agreement and such Lease (and all documents ancillary thereto) constitute legal, valid and binding agreements of Lessee enforceable in accordance with their respective terms; (d) the Equipment subject to such Lease is personal property and when placed in use by Lessee will not be or become fixtures under applicable law; (e) any financial statements furnished by Lessee to Lessor are, and as of the date of delivery will be, accurate and complete in all material respects and accurately reflect Lessee's financial condition on the dates and for the periods covered thereby, and unless Lessee has advised Lessor in writing to the contrary, each such financial statement will be prepared in accordance with generally accepted accounting principles applied on a consistent basis; (f) Lessee is not, and during the Lease Term will not be, in breach or default of any material term of any loan agreement or other agreement concerning Lessee's primary line of credit or similar loan facility with any bank or other financial institution; (g) the Equipment subject to such Lease was obtained in an arms-length transaction; (h) Lessee has the form of business organization indicated above, Lessee's chief executive office and address for purpose of notices hereunder is as listed above, and Lessee is duly organized and existing in good standing under the laws of the state listed above; (i) Lessee is duly qualified to do business wherever necessary to carry on its present business and operations and to own its property; (j) Lessee shall not change its form or state of organization and shall immediately notify Lessor of any change of Lessee's organizational identification number issued by its state of organization or its chief executive office and/or notice address; (k) there are no oral or written agreements that form a part of this Master Lease Agreement or such Lease, except such written agreements that are signed by duly authorized representatives of both Lessee and Lessor; and (l) neither Lessee nor any Guarantor: (i) is an individual, entity or organization identified on (i) any Office of Foreign Assets Control ("OFAC") "watch list", including, without limitation, OFAC's list of Specially Designated Nationals and Blocked Persons, or any Federal Bureau of Investigation "watch list" or Bureau of Industry and Security list of unverified persons or denied persons, and it is not an affiliation of any kind with such an individual, entity or organization; (ii) has a shell bank or offshore bank; and (iii) is a Person or entity resident in or whose funds are transferred from or through or has operations in, a jurisdiction identified as non-cooperative by the Financial Action Task Force or sanctioned by OFAC. Each of the foregoing representations, warranties and covenants shall be deemed reaffirmed as of the date of execution of each Lease. Lessee acknowledges that Lessor is relying on Lessee's representations and warranties and would not enter into any Lease without such representations and warranties.

3. UNIFORM COMMERCIAL CODE ACKNOWLEDGMENT. Lessee acknowledges that it has received and approved any written "Supply Contract" covering the

Equipment purchased from the Supplier and that Lessor has informed Lessee, either previously or pursuant to the applicable Lease, of the following: (a) the identity of the Supplier; (b) that Lessee may have rights under the Supply Contract; and (c) that Lessee may contact the Supplier for a description of any such rights. Each Lease is a "Finance Lease." The terms "Finance Lease," "Supply Contract" and "Supplier" as used herein have the meanings ascribed to them in Article 2A of the Uniform Commercial Code ("UCC"). This provision shall survive termination of any Lease.

4. ACCEPTANCE DATE AND LEASE DURATION. This Master Lease Agreement shall be effective and binding upon the Lessee and Lessor when signed by both parties. Each Lease shall be effective and binding upon the Lessee and Lessor when both parties have signed the related Equipment Schedule. Each Lease commences and rent is due beginning on the date that Lessee certifies in writing to Lessor pursuant to a Delivery and Acceptance Certificate that all of the applicable Equipment has been received and accepted by Lessee ("Acceptance Date"). Unless and until Lessee provides such written authorization, Lessor will not disburse payment with respect to such Equipment. The base term of each Lease shall commence on the first day of the calendar month following the Acceptance Date (such date, the "Base Lease Commencement Date"), and shall continue for the period set forth in the Equipment Schedule (the "Base Lease Term") and thereafter shall continue for successive three-month periods at the rental rate delineated in the Equipment Schedule (each an "Extended Term") until terminated by written notice of either party delivered by regular mail or e-mail to an appropriate officer of the receiving party at least 90 days prior to the expiration of the Base Lease Term or Extended Term (together, the period commencing on the Acceptance Date and continuing through the Base Lease Term and any Extended Term, the "Lease Term"). If, in accordance with Section 17, Lessee returns less than all of the Equipment subject to a Lease, the Lease Term of such Lease shall continue on successive Extended Terms until, following the required notice, all items of Equipment have been returned (or, if applicable, purchased). The Rental Payments for any Extended Term in which less than all of the Equipment has been returned shall be determined by Lessor on a prorata basis in accordance with the amount funded by Lessor with respect to the retained Equipment as a percentage of the total amount originally funded by Lessor for such Lease. All other terms and conditions of any Lease shall remain in full force and effect during the Lease Term.

5. RENTAL PAYMENTS. Lessee shall pay the rental installments (each a "Rental Payment") as and when specified herein and in each Equipment Schedule. EACH LEASE IS NON-CANCELABLE AND NON-TERMINABLE FOR THE LEASE TERM AND LESSEE'S OBLIGATION TO PAY ALL RENTAL PAYMENTS AND OTHER AMOUNTS DUE THEREUNDER SHALL BE ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DEFENSE, ABATEMENT, DEDUCTION OR SETOFF AGAINST LESSOR OR ANY ASSIGNEE, TRANSFEREE OR SECURED LENDER OF LESSOR (EACH AN "ASSIGNEE") OF ANY AMOUNTS WHATSOEVER. Lessee shall pay the Rental Payments: (a) from the Acceptance Date to the Base Lease Commencement Date and through the balance of the Lease Term; (b) to Lessor at the address specified above unless otherwise instructed by Lessor or its Assignee; and (c) except as otherwise directed by Lessor in writing, all Rental Payments are due in advance on the first day of each rental period or portion of a rental period during the Lease Term (each a "Rental Payment Date"). The Rental Payment due and payable for portions of a rental period shall be calculated by Lessor on a prorata, per diem basis. Each Lease constitutes a net lease, it being the intention of the parties that all costs, expenses and liabilities associated with the Equipment subject to such Lease and/or its lease shall be borne by the Lessee. Whenever any amount due under a Lease is not received by Lessor or its Assignee when due, Lessee shall pay a delinquency charge equal to the lesser of five percent of the amount then past due or the maximum amount allowed by law, and such delinquency charge shall continue to apply for each subsequent month the amount remains unpaid, until Lessor exercises its rights under Section 12(c) hereof, whereafter interest shall accrue at 1.5% per month.

6. DISCLAIMER OF WARRANTIES: Lessee selected the Equipment subject to each Lease and represents that all such Equipment is suitable for Lessee's purposes. LESSOR IS NOT THE MANUFACTURER, DISTRIBUTOR, LICENSOR OR SUPPLIER OF ANY OF THE EQUIPMENT. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION, AND LESSEE HEREBY WAIVES ALL RIGHTS AGAINST LESSOR RELATING TO, ANY WARRANTY, REPRESENTATION OR OBLIGATION WITH RESPECT TO THE QUALITY, DESIGN,

CONDITION, CAPACITY, VALUE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OR WORKMANSHIP OF ANY EQUIPMENT OR AGAINST INTERFERENCE BY LICENSORS OR OTHER THIRD PARTIES, IT BEING AGREED THAT ALL EQUIPMENT IS LEASED "AS IS" AND THAT ALL SUCH RISKS SHALL BE BORNE BY THE LESSEE. LESSOR DISCLAIMS, AND LESSEE WAIVES, ANY WARRANTIES CONTAINED IN §§2A-211, 212 AND 213 OF ARTICLE 2A OF THE UCC AND LESSEE WAIVES ANY RIGHT TO DEEM LESSOR IN DEFAULT PURSUANT THERETO AND ALL OF LESSEE'S RIGHTS AND REMEDIES UNDER §§2A-508 THROUGH 522 OF ARTICLE 2A OF THE UCC OR OTHER APPLICABLE LAW. If Lessee has any claims regarding any Equipment, or any other matter arising from Lessee's relationship with the Supplier, Lessee must make such claims directly against the Supplier. For so long as no Event of Default has occurred and is continuing during the term of any Lease, Lessee shall be the beneficiary of, and entitled to, any warranty rights from the applicable manufacturer or Supplier as a result of Lessor's purchase of the Equipment subject to any Lease, to the extent permitted by law. The provisions in this section shall survive termination of any Lease.

7. USE, OPERATION AND MAINTENANCE OF THE EQUIPMENT. During the Lease Term of any Lease, Lessee shall: (a) permit the Equipment to be kept only at the location specified in such Lease and used solely for business purposes and the purpose for which it was designed and shall, at Lessee's sole expense, service, repair and maintain each item of Equipment in the same condition as when received, ordinary wear and tear excepted, in good operating order, consistent with prudent industry practice and in compliance with all applicable laws, regulations, and conditions of all insurance policies required to be maintained by Lessee under such Lease and all manuals, orders, recommendations, instructions and other written requirements as to the repair and maintenance of such item of Equipment issued at any time by the vendor and/or manufacturer thereof; (b) maintain conspicuously on any Equipment such labels, plates, decals or other markings as Lessor may reasonably require, stating that Lessor is owner of such Equipment; (c) furnish to Lessor such information concerning the condition, location, use and operation of any Equipment as Lessor may request; (d) permit any person designated by Lessor to inspect any Equipment and any records maintained in connection therewith, provided, however, that the failure of Lessor to inspect any Equipment or to inform Lessee of any noncompliance shall not relieve Lessee of any of its obligations hereunder; (e) if any Equipment does not comply with the requirements of such Lease, Lessee shall, within 30 days of written notice from Lessor, bring such Equipment into compliance; (f) not use any Equipment, nor allow the same to be used, for any unlawful purpose; and (g) make no additions, alterations, modifications or improvements (collectively, "Improvements") to any item of Equipment that are not readily removable without causing material damage to such item of Equipment or which will cause the value, utility or useful life of such item of Equipment to materially decline. If any such Improvement is made and cannot be removed without causing material damage or decline in value, utility or useful life (a "Non-Severable Improvement"), then Lessee warrants that such Non-Severable Improvement shall immediately become Lessor's property upon being installed and shall be free and clear of all liens and encumbrances and shall become Equipment subject to all of the terms and conditions of the applicable Lease. Notwithstanding the foregoing, to the extent that items of Equipment are by their nature intended to be mobile and moved in the normal course of the Lessee's business ("Mobile Equipment") (e.g., notebook computers), so long as no Event of Default has occurred and remains uncured, Lessee shall be permitted to locate and use the Mobile Equipment throughout the continental United States. Lessee shall, within 10 days of a request from Lessor, provide a report which confirms the location of each item of Mobile Equipment. All software that is listed on any Equipment Schedule includes any certificate of authenticity and other media provided in connection with software, all as delivered with or affixed as a label to the Equipment, all after-acquired updates, revisions, upgrades, new versions, enhancements, modifications, derivative works, maintenance fixes, translations, adaptations, and copies of the foregoing or of the original version of the software whether obtained from the Supplier, licensor or any source whatsoever, and references in this Master Lease Agreement or any Lease to software will be interpreted as references to any and all of the foregoing. All Improvements, other than Non-Severable Improvements, shall be removed by Lessee prior to the return of the item of Equipment hereunder or such Improvements shall also become the sole and absolute property of Lessor without any further payment by Lessor to Lessee and shall be free and clear of all liens and encumbrances whatsoever. Lessee shall repair all damage to any item of Equipment caused by the removal of any Improvement so as to restore such item of Equipment to the same condition that existed prior to its installation and as required by the applicable Lease. Lessee, at its own expense, will provide a suitable place for the operation of the Equipment.

8. PERFORMANCE OF LESSEE'S OBLIGATIONS BY LESSOR: If Lessee fails to perform any of its obligations under a Lease, Lessor may, at its sole option, perform them without waiving Lessee's default. Upon demand, Lessee shall pay to Lessor any amount paid by Lessor and any expense (including reasonable attorneys' fees and costs) or any other liability incurred by Lessor in connection with its performance of Lessee's obligations.

9. FURTHER ASSURANCES AND NOTICES. Lessee authorizes Lessor to insert applicable dates and numbers and such other information as may be necessary to complete all documentation for a Lease. Prior to Lessor's acceptance of a Lease, and for the duration of the Lease Term, Lessee shall promptly provide Lessor with all credit information reasonably requested by Lessor including, but not limited to comparative audited financial statements for the most current annual period and financial statements certified by Lessee's Chief Financial Officer for the interim reporting periods. Lessee's failure to provide such information to Lessor within ten business days of such request is an Event of Default (as defined in Section 11 hereof) under each Lease. UNLESS OTHERWISE PROVIDED HEREIN, ALL NOTICES TO LESSOR OR LESSEE SHALL

BE IN WRITING AND SENT VIA OVERNIGHT MAIL OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESS SHOWN ABOVE OR SUCH OTHER ADDRESS AS TO WHICH THE OTHER PARTY HAS BEEN NOTIFIED IN WRITING. Lessee agrees to do or perform such further acts and to obtain, execute and deliver such additional certificates, waivers, releases, instruments, control agreements and other documents to effect the purposes of this Master Lease Agreement and any Lease, to complete and evidence the transactions contemplated by any Lease, to protect the title, interest and rights of Lessor or any Assignee in any Equipment or in any Lease, or to assure performance of Lessee's obligations under a Lease. Lessee shall, at Lessor's request, promptly provide Lessor with such other documents as Lessor may reasonably request. Lessee agrees that all communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt or as "payment in full" or containing any restrictive endorsement are to be sent to Lessor's address set forth above, attention General Counsel, or at such other address as Lessor may have subsequently provided in writing.

10. UCC FILINGS. Lessee hereby irrevocably authorizes Lessor to file and record, and appoints Lessor and its agent(s) as Lessee's attorney-in-fact to execute (if applicable), file and record such UCC financing statement(s), amendments thereto and other lien recordation documents with respect to the Equipment subject to any Lease and/or any other collateral for Lessee's obligations under such Lease, ratifies such authorization and appointment with respect to any UCC financing statements or amendments thereto prior to the date of such Lease and to do all acts or things that Lessor may deem necessary to protect Lessor's title and interest in such Equipment and under such Lease. Lessee hereby covenants and agrees that it shall not file any corrective or termination statement with respect to any UCC financing statements recorded by or for the benefit of Lessor with respect to any Equipment without Lessor's prior written consent. In order to secure the payment and performance in full of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a security interest in all of the following in which Lessee may now or hereafter have rights: (i) Equipment subject to all Leases, (ii) any and all cash, deposits and/or other property of Lessee now or hereafter in the possession or control of Lessor, or any affiliate of Lessor, and (iii) any other collateral in which Lessee has granted to Lessor, or any affiliate of Lessor a security interest to secure any other obligations, together with all parts, accessories, accessions and attachments thereto, and all replacements, substitutions and exchanges (including trade-ins), and all proceeds of the foregoing, including goods, accounts, chattel paper, documents, instruments, general intangibles, investment property, deposit accounts, letter of credit rights and supporting obligations (collectively, the "Collateral").

11. DEFAULT. The occurrence of any of the following events shall constitute an "Event of Default": (a) Lessee or any guarantor, endorser, surety or other person or entity responsible in whole or part for payment or performance of a Lease (each a "Guarantor"), fails to pay any Rental Payment or other amount under such Lease when due and the failure continues for ten days; (b) Lessee or any Guarantor fails to perform or observe any of the covenants or obligations in, or with respect to, a Lease (or guaranty thereof) other than as described in (a) or (j) of this Section 11, and such failure is not cured within ten days after written notice has been provided to Lessee; (c) Lessee or any Guarantor makes an assignment for the benefit of its creditors, files any petition or takes any action under any bankruptcy, reorganization or insolvency laws; (d) an involuntary petition is filed under any bankruptcy statute against Lessee or any Guarantor, or any receiver, trustee or custodian is appointed to take possession of Lessee's or any Guarantor's property, unless such petition or appointment is set aside or withdrawn within sixty days of said filing or appointment; (e) Lessee or any Guarantor attempts to, or does, remove, transfer, sell, sublicense, encumber, part with possession of, or sublet any of the Equipment subject to a Lease; (f) Lessee or any Guarantor attempts to assign or transfer such Lease or its interest under such Lease or moves any of the Equipment subject to such Lease from the location(s) set forth on the Equipment Schedule without Lessor's prior written consent; (g) Lessee or any Guarantor terminates its existence or undergoes a sale, buyout, change in control, or change in ownership of any type, form or manner which, as judged solely by Lessor, results in a material deterioration in the creditworthiness of Lessee or any Guarantor; (h) any certificate, statement, representation or warranty provided by the Lessee or any Guarantor under, in connection with or related to a Lease proves to be false in any material respect; (i) Supplier terminates a license for Lessee's right to use any item of software that is included within the Equipment subject to a Lease (each a "License") due to an alleged breach by Lessee of the terms of the License; (j) Lessee fails to obtain, maintain or otherwise comply with the insurance coverages required under a Lease; (k) Lessee or any Guarantor shall default in the payment or performance of any indebtedness or obligation to any affiliated firm or entity controlling, controlled by or under common control with Lessor; or (l) Lessee defaults under any real estate lease or mortgage relating to a location at which items of Equipment are located, but only if the applicable landlord or mortgagee has commenced exercise of its remedies.

12. REMEDIES. Upon the occurrence of any Event of Default, Lessor may declare this Master Lease Agreement and any Lease hereunder to be in default and, at Lessor's sole discretion, exercise any one or more of the following remedies with respect to each and any Lease: (a) through legal action, enforce specific performance by Lessee of the applicable covenants and obligations of such Lease and/or recover damages for the breach of those covenants or obligations, including reasonable attorneys' fees and court costs; (b) cancel such Lease and/or otherwise terminate Lessee's rights, but not its obligations, under such Lease; (c) by notice in writing to Lessee, as liquidated damages for the loss of a bargain and not as a penalty, accelerate and declare to be immediately due and payable the Stipulated Loss Value under such Lease, as defined in Section 19 hereof, without any presentment, demand, protest or further notice (all of which are

hereby expressly waived by Lessee), at which time the same shall become immediately due and payable; (d) require Lessee to return the Equipment subject to such Lease as provided in Section 17 hereof or Lessor may take immediate possession of such Equipment, or any part of such Equipment, from Lessee free from claims by Lessee; (e) sell any or all Equipment subject to such Lease at public or private sale or otherwise dispose of, hold, use, operate, lease to others or keep idle such Equipment, all as Lessor in its sole discretion may determine and all free and clear of any rights of Lessee; (f) remedy such Event of Default, including making repairs or modifications to the Equipment, for the account and expense of Lessee, and Lessee agrees to reimburse Lessor for all of Lessor's costs and expenses; (g) apply any deposit or other cash collateral or sale or remarketing proceeds of any Collateral to such Lease at any time to reduce any amounts due to Lessor; (h) terminate or cause the Supplier to terminate any applicable License(s) and/or suspend provision of any applicable services financed under a Lease; (i) require Lessee to cease use of and delete all software subject to a License from Lessee's computer systems; and (j) exercise any other right or remedy which may be available to Lessor under applicable law. Except for the notice provided in Section 12(c), notice of Lessor's intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever are hereby waived by Lessee and any Guarantor. Interest on the Stipulated Loss Value under any Lease shall accrue at the lesser of 1.5% per month, or the maximum rate allowed by law, from the date declared due until paid in full. The exercise of any of the foregoing remedies by Lessor under or on account of any Lease will not constitute a termination or cancellation of such Lease unless Lessor so notifies Lessee in writing. At any sale of the Equipment under any Lease pursuant to this Section 12, Lessor may bid for the Equipment. Notice required, if any, of any sale or other disposition by Lessor shall be satisfied by the mailing of such notice to Lessee at least ten (10) days prior to such sale or other disposition. In the event Lessor takes possession and disposes of the Equipment subject to any Lease, Lessor shall give Lessee credit for any sums received by Lessor from such disposition after deduction of the expenses of sale or lease. Termination of a Lease under this Section 12 shall not affect Lessee's duty to perform Lessee's obligations under such Lease to Lessor in full. In the event Lessor seeks to take possession of any or all of the Equipment (or Collateral as defined herein) by court process, Lessee further irrevocably waives to the fullest extent permitted by law any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession. Lessee agrees to reimburse Lessor on demand for any and all costs and expenses incurred by Lessor in enforcing its rights and remedies under any provision of this Section following the occurrence of an Event of Default under a Lease, including, without limitation, reasonable attorney's fees, the costs of repossession, storage, insuring, re-letting, selling and disposing of any and all Equipment subject to such Lease, all pre-judgment and post-judgment actions taken by Lessor and all actions taken by Lessor in any bankruptcy proceeding involving the Lessee, such Equipment and/or any Guarantor. Lessor reserves a right of set-off in all deposits and/or other amounts which are held by Lessor and in which Lessee has rights (collectively, "Deposits") and Lessee authorizes Lessor to charge or setoff all sums owing by Lessee to Lessor against any and all such Deposits. Lessor's remedies hereunder shall not be deemed exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available at law or equity. Waiver of any default or breach of any Lease shall not be construed as a waiver of subsequent or continuing defaults or breaches.

13. INDEMNITY. Lessee assumes liability for and agrees at its own expense to indemnify, hold harmless and defend Lessor and any Assignee, and their respective employees and agents (each an "Indemnitee"), on a net after-tax basis from and against any and all claims, liabilities, losses, damages, and expenses (including attorneys' fees and legal expenses) of every kind or nature arising out of or in connection with: (a) any Lease, including but not limited to, any Lessee breach of a representation or warranty, Event of Default and/or proceeding in bankruptcy with respect thereto; (b) the manufacture, ordering, purchase, delivery, installation, ownership, selection, possession, leasing, operation, use, maintenance, transportation and return of the Equipment subject to such Lease (including latent and other defects, whether or not discoverable by Lessee or Lessor); (c) any claims based on strict tort liability or warranty and any claim for patent, trademark or copyright infringement, and (d) any claim relating to any interruptions of service, loss of business or consequential damages (collectively, "Claims"). Lessee shall not be required to indemnify an Indemnitee against Claims to the extent such Claims result directly from the gross negligence or willful misconduct of such Indemnitee. The indemnities in this Section 13 shall survive termination of any Lease.

14. ASSIGNMENT OF THE LEASE AND/OR EQUIPMENT. LESSOR MAY ASSIGN ANY OF ITS RIGHTS IN ANY LEASE AND/OR THE EQUIPMENT SUBJECT TO SUCH LEASE TO AN ASSIGNEE, AND LESSEE HEREBY CONSENTS TO SUCH ASSIGNMENT AND FURTHER AGREES AS FOLLOWS: (A) ASSIGNEE DOES NOT ASSUME ANY OF THE OBLIGATIONS OF LESSOR UNDER SUCH LEASE, HOWEVER LESSOR SHALL REMAIN LIABLE FOR SAME; (B) LESSEE SHALL PAY ALL ASSIGNED RENTAL PAYMENTS AND OTHER AMOUNTS DUE UNDER SUCH LEASE UNCONDITIONALLY, WITHOUT OFFSET, AND LESSEE FURTHER AGREES THAT SUCH RENTAL PAYMENTS AND OTHER AMOUNTS SHALL BE PAYABLE NOTWITHSTANDING ANY DEFENSE OR COUNTERCLAIM WHATSOEVER, WHETHER BY REASON OF BREACH OF SUCH LEASE, THE EXERCISE OF ANY RIGHT UNDER SUCH LEASE, OR OTHERWISE, WHICH IF SFFF MAY NOW OR HEREAFTER HAVE AGAINST LESSOR (LESSEE RESERVES ITS RIGHT TO HAVE RECOURSE DIRECTLY AGAINST LESSOR ON ACCOUNT OF ANY SUCH DEFENSE OR COUNTERCLAIM); (C) LESSEE SHALL PROVIDE LESSOR WITH A COPY OF ANY NOTICES SENT BY LESSEE TO ASSIGNEE UNDER SUCH LEASE; (D) SUBJECT TO AND WITHOUT IMPAIRMENT

OF LESSEE'S LEASEHOLD RIGHTS IN AND TO THE EQUIPMENT, LESSEE SHALL HOLD THE EQUIPMENT FOR THE BENEFIT OF ASSIGNEE TO THE EXTENT OF THE ASSIGNEE'S RIGHTS THEREIN; AND (E) SUCH ASSIGNMENT DOES NOT CHANGE LESSEE'S OBLIGATIONS UNDER SUCH LEASE, NOR DOES IT INCREASE THE BURDEN AND RISKS IMPOSED ON LESSEE. WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, LESSEE SHALL NOT ASSIGN OR CONVEY ITS INTEREST IN ANY LEASE OR THE EQUIPMENT SUBJECT TO SUCH LEASE IN ANY FORM OR MANNER INCLUDING, BUT NOT LIMITED TO, AN ASSIGNMENT DUE TO A SALE, MERGER, LIQUIDATION, SUBLEASE, LEVERAGED BUYOUT, CHANGE OF OWNERSHIP OR CHANGE IN CONTROL.

15. DISPUTE RESOLUTION, EXCLUSIVE VENUE AND JURY WAIVER. THIS MASTER LEASE AGREEMENT HAS BEEN AND EACH LEASE WILL HAVE BEEN MADE, EXECUTED AND DELIVERED IN THE STATE OF ILLINOIS, AND, EXCEPT FOR LOCAL FILING REQUIREMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS (EXCLUSIVE OF ITS CONFLICT OF LAWS PRINCIPLES). THE PARTIES HEREBY AGREE THAT THE EXCLUSIVE VENUE FOR ANY LAWSUIT OR OTHER LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATING TO ANY LEASE SHALL BE THE FEDERAL AND STATE COURTS LOCATED IN COOK COUNTY, ILLINOIS (OR SUCH OTHER VENUE AS MAY BE SELECTED BY LESSOR OR ITS ASSIGNEE THAT BEARS A REASONABLE RELATIONSHIP TO THE DISPUTE BETWEEN THE PARTIES) (THE "SELECTED VENUE"). LESSEE HEREBY CONSENTS TO PERSONAL JURISDICTION IN THE SELECTED VENUE AND AGREES THAT IT WILL NOT FILE ANY LAWSUIT OR OTHERWISE INITIATE ANY LEGAL PROCEEDING RELATING TO OR IN ANY WAY ARISING OUT OF ANY LEASE IN ANY VENUE OTHER THAN THE SELECTED VENUE. EACH OF LESSEE AND LESSOR AGREES TO WAIVE ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING IN ANY WAY TO ANY LEASE. LESSEE SHALL FILE ANY CLAIM THAT IT MAY HAVE AGAINST LESSOR THAT ARISES OUT OF OR IN ANY WAY RELATES TO ANY LEASE WITHIN ONE YEAR AFTER SUCH CLAIM FIRST ARISES OR FOREVER WAIVE AND BE BARRED FROM ASSERTING SUCH CLAIM.

16. OWNERSHIP OF THE EQUIPMENT. The Equipment subject to each Lease is, and shall remain, the personal property of Lessor. Lessor at all times retains ownership, title and control over Lessee's right to use such Equipment in accordance with the terms of such Lease. Lessee shall protect and defend, at its own expense, Lessor's title and/or rights in such Equipment against all claims and liens and shall keep such Equipment free and clear of all such claims and liens. To the extent software subject to a Lease is subject to a License, Lessee acknowledges that the License is being provided to Lessee solely because of payments made by Lessor to the Supplier and, accordingly, Lessee agrees that Lessor has an interest in the License and Lessee's use of the software is contingent upon payment of the Rental Payments to Lessor. Lessee agrees that it will not surrender, transfer or modify the License without first obtaining the written consent of Lessor.

17. RETURN OF EQUIPMENT. At the expiration of the applicable Lease Term, provided Lessor receives at least 90 days advance written notice of Lessee's election to do so, Lessee may exercise any applicable end of term option set forth in the applicable Equipment Schedule (if any), or return all or any portion of the Equipment subject thereto consisting of a complete System, as defined below. If Lessee elects to return any portion of the Equipment, Lessee will provide Lessor with the required written notice which includes a description of the Equipment being returned, discontinue the use of such Equipment and prior to the expiration of the applicable Lease Term, at Lessee's own expense, return such Equipment, with all peripheral materials as originally furnished by Supplier, to a location within the United States in accordance with the Equipment return instructions provided by Lessor. If such Equipment is not returned to Lessor on time and in Eligible Condition (as defined below), the applicable Lease Term shall continue and Lessee shall continue to be obligated to pay Rental Payments (in the amount last in effect under the applicable Lease) and otherwise perform all of its obligations thereunder, until such time as Lessee causes such Equipment to be returned to Lessor in Eligible Condition or Lessor elects to cancel the applicable Lease in its sole discretion, whereupon, the Stipulated Loss Value of such Equipment not returned shall be immediately due and payable, and with respect to items of Equipment returned but not in Eligible Condition, Lessee shall pay Lessor the lesser of the Stipulated Loss Value or the amount reasonably determined by Lessor as necessary to cause such Equipment to be in Eligible Condition. In the event that Lessee returns items of Equipment, but retains and continues use of items of software comprising Equipment, the items so returned shall be deemed not in Eligible Condition and Lessor shall be entitled to ongoing Rental Payments in the amount specified on the applicable Equipment Schedule and all rights and remedies provided herein. Equipment shall be in "Eligible Condition" upon its return to Lessor if each of the following conditions is satisfied: (a) the Equipment is in good working order (normal wear and tear excepted), is capable of performing all functions that such Equipment could perform when delivered to Lessee and is otherwise in salable condition; (b) the Equipment includes all engineering modifications, hardware upgrades, and other alterations required by the manufacturer or Supplier for maintenance eligibility during the applicable Lease Term, and in the case of software, Lessee will destroy all intangible software items, and deliver to Lessor all tangible items constituting software, including any certificate of authenticity and other media provided in connection with software, all as delivered with or affixed as a label to the Equipment; and (c) the Equipment is certified as eligible for a service contract by the manufacturer of the Equipment or by a service organization satisfactory to Lessor. Lessee shall arrange and pay for such inspection, repairs or modifications as are required to cause Equipment to be in Eligible Condition. At Lessor's request, Lessee will

also certify in a written form acceptable to Lessor that: all tangible software has been delivered to Lessor, all intangible copies of the software have been destroyed, Lessee has not retained the software in any form, and Lessee will not use the software after termination of the applicable Lease. When returned, all data and other information stored on hard drives and other media storage devices ("Stored Data") shall have been securely overwritten and destroyed beyond recovery using advanced wiping techniques (such process being referred to as "Data Erasure"), or if Lessee does not wish to perform the Data Erasure itself, Lessee shall so notify Lessor, and Lessor will arrange for the Data Erasure to be performed at such location at Lessee's sole risk and expense. If Data Erasure is not technically feasible, Lessee may remove and destroy the applicable hard drives and other media devices, and in such event the drives and devices shall be deemed to have suffered a Casualty Occurrence and shall be subject to the provisions of Section 19 hereof. LESSOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO DATA ERASURE OR THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY DATA ERASURE PROCEDURES OR SERVICES. For the purposes hereof, "System" shall mean any portion of the Equipment which is a complete, stand alone and functional economic unit and not merely a part thereof, as reasonably determined by Lessor. With respect to Equipment consisting of software, System shall mean all such software subject to the License financed under the applicable Lease.

18. INSURING THE EQUIPMENT. During the Risk Period associated with a Lease, as defined in Section 19 below, Lessee shall at its own expense obtain and maintain: (a) commercial general liability insurance (naming Lessor and its assigns as additional insured) for bodily injury and property damage resulting from the maintenance, use or transportation of the Equipment subject to such Lease, with minimum limits of \$1,000,000 per occurrence; and (b) property and casualty insurance (naming Lessor and/or any Assignee as sole lender loss payee) covering all risks of loss or damage to such Equipment from any cause whatsoever, including, without limitation, fire and theft, in an amount not less than the greater of the Stipulated Loss Value or replacement value thereof. All insurance will be from an insurer and in a form and amount satisfactory to Lessor. Lessee shall deliver to Lessor Acor 23 certificates evidencing such insurance (and each renewal or replacement thereof). All policies will provide for a lender's loss payable endorsement in favor of Lessor and any Assignee, that no cancellation or material modification of such insurance shall be effective without thirty days prior written notice to Lessor and that, in respect of the interests of Lessor and any Assignee, no such insurance policy shall be invalidated by any action or inaction on the part of Lessee.

19. RISK OF LOSS TO THE EQUIPMENT. Lessee hereby assumes all risk of loss, damage or destruction for whatever reason to the Equipment subject to each Lease from the earlier of the date on which such Equipment is ordered or Lessor pays the purchase price of such Equipment, and continuing to the expiration of the applicable Lease Term and, if Lessee does not exercise an option to acquire such Equipment, the return of such Equipment to Lessor in Eligible Condition (the "Risk Period"). If during the Risk Period all or any portion of an item of Equipment is lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of any condemnation, confiscation, theft or seizure or requisition of title to or use of such item (each a "Casualty Occurrence"), Lessee shall immediately inform Lessor in writing. On the next succeeding Rental Payment Date under the applicable Lease, Lessee will, at Lessor's option, either: (a) replace the Equipment subject to the Casualty Occurrence with like-kind equipment acceptable to Lessor or any Assignee, free and clear of any liens or rights of other parties, and continue to pay all Rental Payments without interruption as such become due, or (b) pay to Lessor an amount equal to the Stipulated Loss Value for the Equipment subject to the Casualty Occurrence. Upon payment of the Stipulated Loss Value to Lessor, the Rental Payments shall cease to accrue and the applicable Lease shall terminate, but in each case only with respect to the Equipment subject to the Casualty Occurrence. In the case of software, the erasure, inoperability or other incapacity of the software is also deemed a Casualty Occurrence. Insurance proceeds received by Lessor as a result of a Casualty Occurrence will be applied to the Stipulated Loss Value or to reimburse Lessee for the purchase of replacement Equipment.

The term "Stipulated Loss Value" with respect to any item of Equipment on any Rental Payment Date during the applicable Lease Term shall be an amount equal to the sum of: (a) all Rental Payments and other amounts then due and owing to Lessor under the applicable Lease, together with all accrued interest and late charges thereon calculated through and including the date of calculation; plus (b) all Rental Payments then remaining unpaid for the applicable Lease Term; plus (c) the amount of any purchase obligation with respect to such item of Equipment or, if there is no such obligation, then the fair market value of such item of Equipment at the end of the applicable Lease Term, as estimated by Lessor in its sole but reasonable discretion; plus (d) any tax and/or other indemnification amounts becoming due as a result of the loss, cancellation of the Lease and/or Event of Default, with (b) and (c) being discounted to net present value as of the date of calculation at a discount rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) for the week ending immediately prior to the original Acceptance Date for such Lease. If less than all of the Equipment subject to a Lease is involved in a Casualty Occurrence (the "Casualty Equipment"), the applicable Stipulated Loss Value (and reduction in the remaining Rental Payments) shall be determined by Lessor on a prorata basis in accordance with the amount funded by Lessor with respect to the Casualty Equipment as a percentage of the total amount originally funded by Lessor for such Lease.

20. TAXES. All assessments and taxes (except those based upon the net income of Lessor) which may now or hereafter become due or are imposed upon the purchase,

ownership, leasing, sale, possession, use and/or disposal of the Equipment subject to any Lease by a governmental authority are to be paid by Lessee and Lessee shall indemnify Lessor against all penalties, charges, interest and costs imposed with respect thereto. Lessee authorizes Lessor to add to the amount of each Rental Payment, any sales, use or leasing tax that may be imposed on or measured by the Equipment cost or such Rental Payment. If Lessee is a tax-exempt entity, Lessee may provide Lessor with the appropriate tax exemption certificates and Lessor will apply any such tax-exempt status to the applicable Lease. While Lessee will be responsible for payment of all personal property taxes, Lessor will file personal property tax returns. Lessor is not responsible for contesting any valuation of, or tax imposed on the Equipment subject to any Lease (but may do so strictly as an accommodation to Lessee) and will not be liable or accountable to Lessee therefor. Lessor retains all federal and state tax credits or benefits relating to the Equipment subject to any Lease.

21. MISCELLANEOUS. By Lessee's execution of this Master Lease Agreement or any Lease, Lessee assigns to Lessor any and all rights Lessee may have under any purchase order(s) issued by Lessee in regard to the Equipment subject to such Lease. All agreements, representations and warranties contained in a Lease, or in any document or certificate delivered pursuant to or in connection with such Lease, which have accrued but not been fully satisfied shall expressly survive the termination of such Lease. If any provision of a Lease is determined by competent authority to be unenforceable, such determination shall not invalidate the remaining provisions of such Lease and any such unenforceability in one jurisdiction shall not render such provision unenforceable in any other jurisdiction. To the extent permitted by applicable law, Lessee waives any provision of law that renders any provision this Master Lease Agreement or any Lease prohibited or unenforceable in any respect. Time is of the essence for each Lease and each provision thereof. Any signature, execution and delivery of any document or instrument may be satisfied, in Lessor's sole discretion and to the extent permitted by the UCC, by authentication of such document or instrument as a record within the meaning of Article 9 of the UCC. A photocopy, printed electronic image or facsimile of this Master Lease, any Equipment Schedule and/or any related document that includes copies of the signatures of the parties hereto shall be treated as an original document and proof of the agreement between the parties. This Master Lease and any and all ancillary documents may be electronically and/or digitally executed. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or legal entity that opens an account or establishes a relationship with a financial institution. Specifically, this means that when you start a relationship or open an account with Lessor, Lessor will ask you for your name, address, date of birth for personal accounts, and other information, such as your tax identification number, to allow Lessor to identify you. Lessor may also ask to see the driver's license, passport, and other identifying documentation of the person(s) who executes the lease documents.

EACH LEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE WITH RESPECT TO THE SUBJECT MATTER THEREOF. EACH LEASE CAN ONLY BE MODIFIED IN WRITING, WITH SUCH MODIFICATION SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH LESSEE AND LESSOR. NO ORAL OR OTHER WRITTEN AGREEMENTS, REPRESENTATIONS OR PROMISES SHALL BE RELIED UPON BY, OR BE BINDING ON, LESSOR AND/OR LESSEE UNLESS MADE A PART OF SUCH LEASE BY A WRITTEN MODIFICATION SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH LESSEE AND LESSOR. BY SIGNING BELOW, THE SIGNER CERTIFIES THAT HE OR SHE HAS READ THIS MASTER LEASE AGREEMENT, INCLUDING ALL ATTACHED PAGES, AND IS AUTHORIZED TO SIGN ON BEHALF OF LESSEE.

Accepted By Lessee:	
CITY OF WILMINGTON	
By:	
Name:	
Title:	Date:
	December 5, 2019
Accepted By Lessor:	
REHRIG FINANCIAL SERVICES	
By:	
Name:	
Steven Mayne	
Title:	Date:
Vice President	December 6, 2019



MASTER LEASE ADDENDUM

This Addendum is supplemental to and made a part of the Master Lease Agreement No. 2016672 dated December 6, 2019 (the "Master Lease") by and between CITY OF WILMINGTON ("Lessee") and REHRIG FINANCIAL SERVICES ("Lessor").

Capitalized terms used in this Addendum without definition shall have the meanings set forth in the Master Lease, unless the context hereof otherwise specifically requires. This Addendum is to be construed as supplemental to, and part of, the Master Lease. In the event of any inconsistency between the Master Lease and this Addendum, the terms and provisions of this Addendum shall prevail. Notwithstanding the terms and conditions contained in the Master Lease, and to the limited extent hereof, the parties agree as follows:

SECTION 5. RENTAL PAYMENTS.

The last sentence is hereby amended to read: "Whenever any amount due under a Lease is not received by Lessor or its Assignee when due, ~~Lessee shall pay a delinquency charge equal to the lesser of five percent of the amount then past due or the maximum amount allowed by law, and such delinquency charge shall continue to apply for each subsequent month the amount remains unpaid, until Lessor exercises its rights under Section 12 (c) hereof, whereafter,~~ interest shall accrue at 1.5% per month."

The following sentences are hereby inserted at the end of Section 5: "Lessee requests and Lessor agrees to provide Lessee with invoices for amounts payable by the Lessee at least thirty (30) days prior to the applicable Rental Payment Date and, to the extent practicable, invoices for all fixed charges for each calendar year at the beginning of such calendar year, provided that Lessor's failure to provide an invoice or any other notice to Lessee relating to any Rental Payment Date shall not in any way relieve or defer Lessee's obligation to pay Rental Payments on the applicable Rental Payment Date. All invoices to Lessee shall be sent to the Lessee electronically to accountspayable@wilmingtonde.gov with a copy to the following three addresses: (i) jleary@wilmingtonde.gov; (ii) eacotton@wilmingtonde.gov; and (iii) dakbar@wilmingtonde.gov.

9. FURTHER ASSURANCES AND NOTICES.

The third sentence of Section 9 is hereby amended to read: "Lessee's failure to provide such information to Lessor within ten twenty business days of such request is an Event of Default (as defined in Section 11 hereof) under each Lease."

The following is inserted after sentence 3: "Notwithstanding the foregoing, if Lessee reports its annual and quarterly financial results on the Lessee's website for public review, Lessee shall not be required to provide such financial information to Lessor separately."

SECTION 10. UCC FILINGS.

The second sentence of Section 10 is hereby amended to read: "Lessee hereby covenants and agrees that it shall not file any corrective or termination statement with respect to any UCC financing statements recorded by or for the benefit of Lessor with respect to any Equipment without Lessor's prior written consent, which shall not be unreasonably withheld."

Section (i) is hereby amended to read: "(i) Equipment subject to all Leases, and (ii) any and all cash and deposits and/or other property of Lessee now or hereafter in the possession or control of Lessor, ~~or any affiliate of Lessor and (iii) any other collateral in the which Lessee has granted the Lessor or any affiliate of Lessor a security interest to secure any other obligations,~~ together with all parts, accessories, accessions and attachments thereto, and all replacements, substitutions and exchanges (including trade-ins), and all proceeds of the foregoing, including goods, accounts, chattel paper, documents, instruments, general intangibles, investment property, deposit accounts, letter of credit rights and supporting obligations (collectively, the "Collateral")."

11. DEFAULT.

Section (a) is hereby amended to read: "(a) Lessee or any guarantor, endorser, surety or other person or entity responsible in whole or part for payment or performance of a Lease (each a "Guarantor"), fails to pay any Rental Payment or other amount under such Lease when due and the failure continues for ~~ten~~ thirty (30) days;"

12. REMEDIES.

Section (c) is hereby amended to read: "by notice in writing to Lessee, as liquidated damages for the loss of a bargain and not as a penalty, accelerate and declare to be immediately due and payable the Stipulated Loss Value under such Lease, as defined in Section 19 hereof, ~~without any presentment, demand, protest or further notice (all of which are hereby expressly waived by Lessee),~~ at which time the same shall become immediately due and payable;"

The following sentence is hereby deleted: "~~Except for the notice provided in Section 12(c), notice of Lessor's intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever are hereby waived by Lessee and any Guarantor.~~"

The following sentence is hereby amended to read: "At any sale of the Equipment under any Lease pursuant to this Section 12, Lessor may bid for the Equipment. Notice required, if any, of any sale or other disposition by Lessor shall be satisfied by the mailing of such notice to Lessee at least ~~ten (10)~~ thirty (30) days prior to such sale or other disposition. In the event Lessor takes possession and disposes of the Equipment subject to any Lease, Lessor shall give Lessee credit for any sums received by Lessor from such disposition after deduction of the expenses of sale or lease."



13. INDEMNITY.

Section 13 is hereby amended to read: "Lessee assumes liability for and agrees at its own expense to indemnify, hold harmless and defend Lessor and any Assignee, and their respective employees and agents (each an "Indemnitee"), on a net after-tax basis from and against any and all claims, liabilities, losses, damages, and expenses (including reasonable attorneys' fees and legal expenses) of every kind or nature arising out of or in connection with: any Lessee breach of any Lease, a) ~~any Lease, including but not limited to, any Lessee breach of a representation or warranty, Event of Default and/or proceeding in bankruptcy with respect thereto;~~ (b) ~~the manufacture, ordering, purchase, delivery, installation, ownership, selection, possession, leasing, operation, use, maintenance, transportation and return of the Equipment subject to such Lease (including latent and other defects, whether or not discoverable by Lessee or Lessor);~~ (c) ~~any claims based on strict tort liability or warranty and any claim for patent, trademark or copyright infringement, and~~ (d) ~~any claim relating to any interruptions of service, loss of business or consequential damages (collectively, "Claims").~~ Lessee shall not be required to indemnify an Indemnitee against Claims to the extent such Claims result directly from the gross negligence or willful misconduct of such Indemnitee. The indemnities in this Section 13 shall survive termination of any Lease. ~~The indemnities in this Section 13 shall survive termination of any Lease."~~

14. ASSIGNMENT OF THE LEASE AND/OR EQUIPMENT.

The following is hereby deleted and amended as follows: ~~"(C) LESSEE SHALL PROVIDE LESSOR WITH A COPY OF ANY NOTICES SENT BY LESSEE TO ASSIGNEE UNDER SUCH LEASE; (D)-(C)"~~

Section (E) is hereby renamed: "(D)"

SECTION 15. DISPUTE RESOLUTION, EXCLUSIVE VENUE AND JURY WAIVER.

The first sentence is hereby amended to read: ~~"MASTER LEASE AGREEMENT HAS BEEN AND EACH LEASE WILL HAVE BEEN MADE, EXECUTED AND DELIVERED IN THE STATE OF ILLINOIS, AND, EXCEPT FOR LOCAL FILING REQUIREMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS DELAWARE (EXCLUSIVE OF ITS CONFLICT OF LAWS PRINCIPLES). THE PARTIES HEREBY AGREE THAT THE EXCLUSIVE VENUE FOR ANY LAWSUIT OR OTHER LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATING TO ANY LEASE SHALL BE THE FEDERAL AND STATE COURTS LOCATED IN COOK NEW CASTLE COUNTY, ILLINOIS DELAWARE (OR SUCH OTHER VENUE AS MAY BE SELECTED BY LESSOR OR ITS ASSIGNEE THAT BEARS A REASONABLE RELATIONSHIP TO THE DISPUTE BETWEEN THE PARTIES) (THE "SELECTED VENUE")."~~

The following sentence is hereby deleted: ~~LESSEE SHALL FILE ANY CLAIM THAT IT MAY HAVE AGAINST LESSOR THAT ARISES OUT OF OR IN ANY WAY RELATES TO ANY LEASE WITHIN ONE YEAR AFTER SUCH CLAIM FIRST ARISES OR FOREVER WAIVE AND BE BARRED FROM ASSERTING SUCH CLAIM.~~

SECTION 16. OWNERSHIP OF THE EQUIPMENT.

The first sentence is hereby amended to read: "The Equipment subject to each Lease is, and shall remain, the personal property of Lessor, unless Licensee exercises its Purchase Option."

The second sentence is hereby amended to read: "Lessor at all other times retains ownership, title and control over Lessee's right to use such Equipment in accordance with the terms of such Lease. Lessee shall ~~protect and defend, at its own expense, Lessor's title and/or rights in such Equipment against all claims and liens and shall keep such Equipment free and clear of all such claims and liens.~~"

SECTION 17. RETURN OF EQUIPMENT.

The following sentence is hereby amended to read: "When returned, all data and other information stored on hard drives and other media storage devices ("Stored Data") shall have been securely overwritten and destroyed beyond recovery using advanced wiping techniques (such process being referred to as "Data Erasure"), or if Lessee does not wish to perform the Data Erasure itself, Lessee shall so notify Lessor, and Lessor will arrange for the Data Erasure to be performed ~~at such location at Lessee's sole risk and expense.~~"

SECTION 18. INSURING THE EQUIPMENT.

Section 18 is hereby amended to read: ~~"During the Risk Period associated with a Lease, as defined in Section 19 below, Lessee shall at its own expense obtain and maintain: (a) commercial general liability insurance (naming Lessor and its assigns as additional insured) for bodily injury and property damage resulting from the maintenance, use or transportation of the Equipment subject to such Lease, with minimum limits of \$1,000,000 per occurrence; and (b) property and casualty insurance (naming Lessor and/or any Assignee as sole lender loss payee) covering all risks of loss or damage to such Equipment from any cause whatsoever, including, without limitation, fire and theft, in an amount not less than the greater of the Stipulated Loss Value or replacement value thereof. All insurance will be from an insurer and in a form and amount satisfactory to Lessor. Lessee shall deliver to Lessor Acord 23 certificates evidencing such insurance (and each renewal or replacement thereof). All policies will provide for a lender's loss payable endorsement in favor of Lessor and any Assignee, that no cancellation or material modification of such insurance shall be effective without thirty days prior written notice to Lessor and that, in respect of the interests of Lessor and any Assignee, no such insurance policy shall be invalidated by any action or inaction on the part of Lessee. During the Risk Period associated with a Lease, as defined in Section 19 below, Lessee shall remain self-insured."~~



SECTION 19. RISK OF LOSS TO THE EQUIPMENT.

Section (a) is hereby amended to read: "(a) all Rental Payments and other amounts then due and owing to Lessor under the applicable Lease, together with all accrued interest and late charges thereon calculated through and including the date of calculation;"

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

Accepted By Lessee: CITY OF WILMINGTON	Accepted By Lessor: REHRIG FINANCIAL SERVICES
By:	By:
Name:	Name: Steven Mayne
Title: Date: December 5, 2019	Title: Vice President Date: December 6, 2019



ADDITIONAL CUSTOMER INFORMATION

To: REHRIG FINANCIAL SERVICES and/or its assigns ("RFS")
From: CITY OF WILMINGTON ("Customer")

Property Insurance Information:

Insurance Company:	Agent's Name:
Agent's Telephone #:	Agent's E-mail:

REHRIG FINANCIAL SERVICES and/or its assigns shall be named as lenders loss payee under casualty coverage.

Liability Insurance Information:

If the same as the property insurance information above, please check here

Insurance Company:	Agent's Name:
Agent's Telephone #:	Agent's E-mail:

REHRIG FINANCIAL SERVICES and its assigns shall be named as an additional insured under liability coverage.

Accounts Payable Information INVOICES WILL BE E-MAILED TO THE CONTACT(S) BELOW:

Contact Name:	Contact Name:
Telephone:	Telephone:
E-mail Address:	E-mail Address:

Automatic Payment Authorization (ACH):

Bank Name:	Account Name:
Account Number:	ABA (Routing) #:
Bank Address:	
Reference: Applicable RFS Lease/Loan No. 2016672	

Customer hereby authorizes RFS to initiate debit entries in the bank account identified above for all of the amounts now or hereafter due and owing under any Master Lease or Loan Agreement and all Equipment Schedules and/or Term Notes issued thereunder (collectively, the "Contract"), and in case of a default, the full amount due under the Contract. Customer represents and warrants to RFS that the above account is a commercial account established in connection with Customer's business and not for personal, family, or household purposes. Customer remains responsible for making payments to RFS if the funds are not available or cannot be automatically debited from Customer's bank account. **THIS AUTHORIZATION WILL REMAIN IN FULL FORCE AND EFFECT UNTIL CUSTOMER PROVIDES NOT LESS THAN TWENTY (20) DAYS PRIOR WRITTEN NOTICE OF ITS TERMINATION TO RFS.**

Authorized by Customer: CITY OF WILMINGTON
By:
Name:
Title:



EQUIPMENT SCHEDULE NO. RFS01

Lessee: CITY OF WILMINGTON				
Street Address: 800 North French Street	City: Wilmington	State: DE	County: New Castle	Zip: 19801
Contact:		Telephone:		

Please see "Exhibit A" attached hereto and made a part hereof.

[Lessee authorizes Lessor to insert the final Equipment Description once such information is confirmed by Lessor. Upon request, Lessee shall execute an amended and restated Equipment Schedule to confirm any changes to Equipment Description and/or Rental Payments.]

This Equipment Schedule No. RFS01 dated December 6, 2019 ("Equipment Schedule") incorporates the terms and conditions of that certain Master Lease No. 2016672 dated December 6, 2019 ("Master Lease") by and between REHRIG FINANCIAL SERVICES ("Lessor") and CITY OF WILMINGTON ("Lessee") (the Equipment Schedule and Master Lease as incorporated therein, the "Lease"). Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the above-described items of Equipment for the Lease Term and on terms and conditions set forth herein. In the event of any conflict between the terms of the Master Lease and the terms of this Equipment Schedule, the terms of this Equipment Schedule shall prevail.

If applicable, for purposes of this Equipment Schedule and all ancillary documents, the terms defined in the Master Lease as "Delivery Order and Acceptance Certificate" and "Authorization Date" are hereby revised to be "Delivery and Acceptance Certificate" and "Acceptance Date," respectively.

Base Lease Term 60 Months	Billing is monthly.	Monthly Rental Payment \$27,569.98
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Accepted by Lessee: CITY OF WILMINGTON		Accepted by Lessor: REHRIG FINANCIAL SERVICES	
By:		By:	
Name:		Name: Steven Mayne	
Title:	Date: December 5, 2019	Title: Vice President	Date: December 6, 2019



EXHIBIT A
To
Equipment Schedule No. RFS01
To
Master Lease No. 2016672

Accepted By Lessee: CITY OF WILMINGTON		
Equipment Location: 800 North French Street		
City: Wilmington	State: DE	Zip: 19801
Contact:		

Equipment Location: 800 North French Street Wilmington, DE 19801

Quantity	Description
20,951	Rehrig Pacific Company 65-Gallon Carts
702	Rehrig Pacific Company 95-Gallon Carts
1	Rehrig Pacific Company 2-Year Software Vision Mobile Software License
1	Rehrig Pacific Company 2-Year Vision Desktop Software License
1	Value Added Services provided by Rehrig Pacific Company including Assembly, Distribution, and Cellular Fees
1	Freight

Lessee certifies that the above referenced Equipment listing is correct, as of the date set forth below its authorized representative's signature.

Accepted by Lessee: CITY OF WILMINGTON		Accepted by Lessor: REHRIG FINANCIAL SERVICES	
By:		By:	
Name:		Name: Steven Mayne	
Title:	Date: December 5, 2019	Title: Vice President	Date: December 6, 2019



\$1.00 PURCHASE OPTION ADDENDUM
To
Equipment Schedule No. 2016672-RFS01

This Addendum is supplemental to and made a part of the Equipment Schedule No. RFS01 (the "Equipment Schedule") issued pursuant to and incorporating the terms of that certain Master Lease No. 2016672 dated December 6, 2019 (the "Master Lease") by and between CITY OF WILMINGTON ("Lessee") and REHRIG FINANCIAL SERVICES ("Lessor") (the Equipment Schedule and Master Lease as incorporated therein, the "Lease").

Capitalized terms used in this Addendum without definition shall have the meanings set forth in the Lease, unless the context hereof otherwise specifically requires. This Addendum is to be construed as supplemental to, and part of, the Lease. In the event of any inconsistency between the Lease and this Addendum, the terms and provisions of this Addendum shall prevail. Notwithstanding the terms and conditions contained in the Lease, and to the limited extent hereof, the parties agree as follows:

PURCHASE OPTION

Upon Lessee's satisfaction of all obligations required under the Lease, and provided that no Event of Default has occurred and is continuing, Lessee may purchase all, but not less than all, of the Equipment from Lessor for U.S. One Dollar (\$1.00). Upon Lessee's satisfaction of all obligations under the Lease, and payment of U.S. One Dollar (\$1.00) to Lessor, Lessor shall transfer all right, title and interest Lessor may have in and to the Equipment to Lessee free and clear of all liens and encumbrances created by Lessor, but otherwise on an AS-IS, WHERE-IS basis without representation or warranty of any kind and with all faults. This purchase option shall be null and void unless the terms and conditions contained herein are specifically adhered to.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

Accepted By Lessee: CITY OF WILMINGTON		Accepted By Lessor: REHRIG FINANCIAL SERVICES	
By:		By:	
Name:		Name: Steven Mayne	
Title:	Date: December 5, 2019	Title: Vice President	Date: December 6, 2019



FISCAL FUNDING ADDENDUM To Equipment Schedule No. RFS01

This Fiscal Funding Addendum ("Addendum") is supplemental to and made a part of Equipment Schedule No. RFS01, issued pursuant to and incorporating the terms of that certain Master Lease No. 2016672 dated December 6, 2019, each by and between CITY OF WILMINGTON ("Lessee") and REHRIG FINANCIAL SERVICES ("Lessor") (together forming the "Lease").

Capitalized terms used in this Addendum without definition shall have the meanings set forth in the Lease, unless the context hereof otherwise specifically requires. This Addendum is to be construed as supplemental to, and part of, the Lease. In the event of any inconsistency between the Lease and this Addendum, the terms and provisions of this Addendum shall prevail. Notwithstanding the terms and conditions contained in the Lease, and to the limited extent hereof, the parties agree as follows:

1. **LEASE TERM.** The term of this Lease will begin on the date that Lessee signs a Delivery and Acceptance Certificate and will continue for the Lease Term specified in this Lease, unless otherwise terminated as set forth in Section 3 below.
2. **FUNDING INTENT.** Lessee reasonably believes that funds can be obtained sufficient to make all Rental Payments and other payments during the Lease Term. Lessee covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Rental Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If Lessee's governing body chooses not to appropriate funds for such Rental Payments, Lessee agrees that its governing body will evidence such non appropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. Lessee and Lessor agree that Lessee's obligation to make Rental Payments under the Lease will be Lessee's current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of Lessee's general tax revenues, funds or moneys.
3. **NON-APPROPRIATION OF FUNDS.** Provided no Event of Default has occurred and remains uncured, if: (a) sufficient funds are not appropriated and budgeted and are otherwise not available to Lessee's governing body in any fiscal period for the Rental Payments; and (b) Lessee has exhausted all funds legally available for such payments due under the Lease (a "Non-appropriation Event"), then Lessee will give Lessor not less than sixty (60) days prior written notice ("Termination Notice") and the Lease will terminate as of the last day of Lessee's fiscal period for which funds for Rental Payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of the Rental Payments and those expenses associated with the return of the Equipment in accordance with the Lease for which funds have been budgeted or appropriated or are otherwise legally available. Lessee shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under the Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of the Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease.
4. **AUTHORITY AND AUTHORIZATION.** Lessee represents and agrees that: (a) Lessee is a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under the state laws and Constitution applicable to Lessee and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Lessee is party; (c) Lessee has complied with all bidding requirements and, where necessary, has properly presented the Lease for approval and adoption as a valid obligation on Lessee's part; and (d) Lessee has sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for Lessee's current fiscal period. Upon Lessor's request, Lessee agrees to provide Lessor with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that Lessor may request, with all such documents being in a form satisfactory to Lessor.
5. **GOVERNMENT USE.** Lessee represents and covenants that the use of the Equipment is essential for Lessee's proper, efficient and economic operation, Lessee will be the only entity to use the Equipment during the term of the Lease and Lessee will use the Equipment only for governmental purposes. Upon Lessor's request, Lessee will provide Lessor with an essential use letter in a form satisfactory to Lessor.

Except as specifically modified by this Addendum, all terms and conditions contained in the Lease shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

Accepted By Lessee: CITY OF WILMINGTON		Accepted By Lessor: REHRIG FINANCIAL SERVICES	
By:		By:	
Name:		Name: Steven Mayne	
Title:	Date: December 5, 2019	Title: Vice President	Date: December 6, 2019

December 5, 2019
REHRIG FINANCIAL SERVICES
255 Woodcliff Drive
Fairport, NY 14450

Attention: Steven Mayne

Re: Equipment Schedule No. RFS01 (the "Equipment Schedule), issued pursuant to and incorporating the terms of that certain Master Lease No. 2016672 dated December 6, 2019 by and between REHRIG FINANCIAL SERVICES ("Lessor") and CITY OF WILMINGTON ("Lessee"), together with all ancillary documents executed in connection therewith (collectively, the "Lease Documents")

Ladies and Gentlemen:

I am legal counsel for the Lessee, and I am familiar with the above-referenced Lease Documents and the transactions evidenced thereby between the Lessee and Lessor.

Based upon my examination of the Lease Documents and such other documents, records and papers as I deem to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. The Lessee is a State or a political subdivision thereof, as those terms are used in Section 103 of the Internal Revenue Code of 1986, as amended, and is authorized by the applicable Constitution and laws to enter into the transaction(s) contemplated by the Lease Documents and to carry out its obligations thereunder.
2. The Lease Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements enforceable against Lessee in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or the performance by the Lessee of the Lease Documents and the transactions contemplated hereby.
4. The entering into and performance of the Lease Documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument or agreement binding upon Lessee or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the Equipment (as identified in the Equipment Schedule), other than those created by the Equipment Schedule.
5. There are no actions, suits or proceedings pending or threatened against or affecting the Lessee in any court or before any governmental commission, board or authority that, if adversely determined, would have a material adverse effect on the ability of the Lessee to perform its obligation(s) under the Lease Documents.
6. All required public bidding procedures, if any, regarding an award to Lessor of the transactions contemplated under the Lease Documents have been properly and completely followed by the Lessee.
7. The Lessee shall be the only entity to possess, operate and use the Equipment during the Term (as defined in the Equipment Schedule).

Lessor and Lessor's successors and assigns may rely upon the opinions set forth herein.

Counsel

By: _____

Title: _____

Date: _____

Wilmington, Delaware
December ___, 2019

#

Sponsor:

**Council
Member
Turner**

WHEREAS, pursuant to Wilmington Charter Section 8-205, the City may sell or exchange any real estate belonging to the City or grant any license, easement, right-of-way, or other interest over or in such real estate with authority by general ordinance and later resolution from Council to do so; and

WHEREAS, City Code Section 2-626 provides that the Council shall by resolution approve the grant of any utility license, easement, or right-of-way by the Department of Public Works; and

WHEREAS, on September 19, 1996, City Council passed a resolution approving a license agreement (the "License Agreement") between the City and AT&T Wireless of Philadelphia, L.L.C. ("AT&T") which permitted AT&T to install and operate communications antennas on and a control cabinet at the base of the City's water tower located on or near 200 Presidential Drive, Greenville, Delaware, sometimes referred to as the Monroe Park Tank; and

WHEREAS, New Cingular Wireless PCS, LLC ("AT&T - NCW") is the successor-in-interest to AT&T with respect to the License Agreement; and

WHEREAS, on August 28, 2008, City Council passed a resolution approving the First Amendment to the License Agreement ("First Amendment") which amended the License Agreement and extended its term until August 8, 2012; and

WHEREAS, on December 5, 2013, City Council passed a resolution approving the Second Amendment to the License Agreement ("Second Amendment") which amended the License Agreement and extended its term until August 8, 2022; and

WHEREAS, the License Agreement, as amended, is set to expire on August 8, 2022; and

WHEREAS, the parties desire to enter a Third Amendment to the License Agreement (a copy of the amendment, in substantial form, is attached hereto as Exhibit "A") to: (1) extend the term of the License Agreement for an additional five (5) years commencing on August 9, 2022; (2) increase the license fee payable by AT&T-NCW to the City under the License Agreement to \$29,028.60 per year commencing on August 9, 2022 with an increase of three percent (3%) annually thereafter; and (3) provide AT&T-NCW with an option to renew the License Agreement for two (2) additional terms of five (5) years after the first five-year extension.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Council hereby authorizes and approves the "Third Amendment to License Agreement" between the City of Wilmington and New Cingular Wireless PCS, LLC, a copy of which, in substantial form, is attached hereto as Exhibit "A", and the Commissioner of Public Works, or her designee, is hereby authorized to execute as many copies of said "Third Amendment to License Agreement" as may be necessary.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution approves the Third Amendment to a License Agreement between the City and New Cingular Wireless PCS, LLC ("AT&T-NCW") which permits AT&T-NCW to install and operate communications antennas on and a control cabinet at the base of the City's water tower located on or near 200 Presidential Drive, Greenville, Delaware, sometimes referred to as the Monroe Park Tank. The Third Amendment will: (1) extend the term of the License Agreement for an additional five (5) years commencing on August 9, 2022; (2) increase the license fee payable by AT&T-NCW to the City under the License Agreement to \$29,028.60 per year commencing on August 9, 2022 with an increase of three percent (3%) annually thereafter; and (3) provide AT&T-NCW with an option to renew the License Agreement for two (2) additional terms of five (5) years after the first five-year extension.

EXHIBIT A

Cell Site No.: 3280
Cell Site Name: Monroe Park
Fixed Asset No.: 10071416
Market: E.PA/SNJ/DE
Address: 200 Presidential Drive, Greenville DE 19807

THIRD AMENDMENT TO LICENSE AGREEMENT

THIS THIRD AMENDMENT TO LICENSE AGREEMENT (“Third Amendment”) dated as of the later date below is by and between The City of Wilmington, a municipal corporation, having a mailing address at City of Wilmington Department of Public Works, 800 French Street, 6th Floor, Wilmington DE 19801 (hereinafter referred to as “Licensor”) and New Cingular Wireless PCS, LLC, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as “Licensee”).

WHEREAS, Licensor and Licensee (or their predecessors in interest) entered into a License Agreement dated April 21, 1997, as amended by that certain First Amendment to License Agreement dated September 10, 2008, and that certain Second Amendment to License Agreement dated December 17, 2013, (hereinafter, collectively, the “License”), whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the property located at or near 200 Presidential Drive, Greenville, DE 19807 (“Property”); and

WHEREAS, the term of the License will expire on August 8, 2022 and the parties mutually desire to renew the License, memorialize such renewal period and modify the License in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Licensor and Licensee desire to extend the term of the License; and

WHEREAS, Licensor and Licensee desire to modify, as set forth herein, the License Fee (as defined below) payable under the License; and

WHEREAS, Licensor and Licensee, in their mutual interest, further wish to amend the License as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Term.** The term of the License shall be amended to provide that the License has a new initial term of sixty (60) months (“New Initial Term”), commencing on August 9, 2022 (“New Term Commencement Date”). As of such New Term Commencement Date, all remaining renewal terms in the License except as set forth herein shall be void and of no further force and consequence. The License will be automatically renewed for up to two (2) additional sixty (60) month terms (each an “Extension Term”) upon the same terms and conditions of the License, as amended herein, without further action by Licensee, unless Licensee notifies Licensor in writing of Licensee’s intention not to renew the License at least sixty (60) days prior to the expiration of the then current Extension Term. Hereafter, the defined term “Term” shall include the New Initial Term and any applicable Extension Term. Licensor agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Licensee may continue to use and exercise its rights under the License as permitted prior to the New Initial Term.

Cell Site No.: 3280
Cell Site Name: Monroe Park
Fixed Asset No.: 10071416
Market: E.PA/SNJ/DE
Address: 200 Presidential Drive, Greenville DE 19807

2. **Modification of License Fee.** Commencing on August 9, 2022, the License Fee payable under the License shall be Two Thousand Four Hundred Nineteen and 05/100 Dollars (\$2,419.05) per month (the "License Fee"), and shall continue during the Term, subject to adjustment, if any, as provided below.

3. **Future License Fee Increase.** The License is amended to provide that commencing on August 9, 2023, License Fee shall increase by Three (3%) percent annually over the License Fee paid during the previous year.

4. **Acknowledgement.** Licensor acknowledges that: 1) this Third Amendment is entered into of the Licensor's free will and volition; 2) Licensor has read and understands this Third Amendment and the **underlying** License and, prior to execution of this Third Amendment, was free to consult with counsel of its choosing regarding Licensor's decision to enter into this Third Amendment and to have counsel review the terms and conditions of this Third Amendment; 3) Licensor has been advised and is informed that should Licensor not enter into this Third Amendment, the underlying License between Licensor and Licensee, including any termination or non-renewal provision therein, would remain in full force and effect.

5. **Notices.** Section 20.3 of the License is hereby deleted in its entirety and replaced with the following:

"NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Licensee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # 3280
Cell Site Name Monroe Park (DE); Fixed Asset No.:10071416
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Attn: Network Real Estate Administration
Re: Cell Site # 3280
Cell Site Name Monroe Park (DE); Fixed Asset No.:10071416

Cell Site No.: 3280
Cell Site Name: Monroe Park
Fixed Asset No.: 10071416
Market: E.PA/SNJ/DE
Address: 200 Presidential Drive, Greenville DE 19807

208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Licensor:

City of Wilmington
Department of Public Works
800 French Street, 6th Floor
Wilmington, DE 19801
Attn: Deputy Commissioner

With a copy to:

City of Wilmington
Law Department
800 French Street, 9th Floor
Wilmington, DE 19801
Attn: City Solicitor

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

6. **Memorandum of License.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the License and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the License otherwise is unmodified and remains in full force and effect. Each reference in the License to itself shall be deemed also to refer to this Third Amendment.

8. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the License.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: 3280
Cell Site Name: Monroe Park
Fixed Asset No.: 10071416
Market: E.PA/SNJ/DE
Address: 200 Presidential Drive, Greenville DE 19807

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Third Amendment on the date and year below.

LICENSOR:
The City of Wilmington, a municipal corporation

LICENSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Cell Site No.: 3280
Cell Site Name: Monroe Park
Fixed Asset No.: 10071416
Market: E.PA/SNJ/DE
Address: 200 Presidential Drive, Greenville DE 19807



(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

Cell Site No.: 3280
Cell Site Name: Monroe Park
Fixed Asset No.: 10071416
Market: E.PA/SNJ/DE
Address: 200 Presidential Drive, Greenville DE 19807

Attachment 1

Memorandum of License

Prepared by:

Jack Corcoran
Smartlink LLC
1000 W 9th Ave
King of Prussia PA 19406

Return to:

Phillips Lytle, LLC
One Canalside
125 Main Street
Buffalo, NY 14203-2887

Re: Cell Site #3280; Cell Site Name: Monroe Park
Fixed Asset Number: 10071416
State: Delaware
County: New Castle

MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this ____ day of _____, 20 __, by and between The City of Wilmington, a municipal corporation, having a mailing address of City of Wilmington, Department of Public Works, 800 French Street, 6th Floor, Wilmington, DE 19801 (“**Licensor**”) and New Cingular Wireless PCS, LLC, having a mailing address of 1025 Lenox Blvd NE, Atlanta, GA 30319 (“**Licensee**”).

1. Licensor and Licensee entered into a certain License Agreement (“**License**”) on the 9th day of August, 1997, as amended by that certain First Amendment to License Agreement dated September 10, 2008, that certain Second Amendment to License Agreement dated December 17, 2013, and that certain Third Amendment to License Agreement dated _____, 2019 for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

Cell Site No.: 3280
Cell Site Name: Monroe Park
Fixed Asset No.: 10071416
Market: E.PA/SNJ/DE
Address: 200 Presidential Drive, Greenville DE 19807

2. The new initial term of the License will be five (5) years (“**Initial Term**”) commencing on August 9, 2022, with Two (2) successive Five (5) year options to renew.
3. The portion of the land being leased to Licensee (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
4. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the License, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the License, the provisions of the License shall control. The License shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the License.

IN WITNESS WHEREOF, the parties have executed this Memorandum of License as of the day and year first above written.

“LICENSOR”

By: _____
Print Name: _____
Its: _____
Date: _____

“LICENSEE”

New Cingular Wireless PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Date: _____

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

Cell Site No.: 3280
Cell Site Name: Monroe Park
Fixed Asset No.: 10071416
Market: E.PA/SNJ/DE
Address: 200 Presidential Drive, Greenville DE 19807

LICENSOR ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
Printed Name: _____
My Commission Expires: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
Printed Name: _____
My Commission Expires: _____

Cell Site No.: 3280
Cell Site Name: Monroe Park
Fixed Asset No.: 10071416
Market: E.PA/SNJ/DE
Address: 200 Presidential Drive, Greenville DE 19807

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the Memorandum of License dated _____, 20____, by and between The City of Wilmington a municipal corporation , as Licensor, and New Cingular Wireless PCS, LLC, a Delaware liability company, as Licensee.

The Premises are described and/or depicted as follows:

200 Presidential Drive Greenville DE (insert tax parcel number and/or depiction)

Wilmington, Delaware
December __, 2019

#

Sponsor:

**Council
Member
Turner**

WHEREAS, pursuant to Wilmington Charter Section 8-205, the City may sell or exchange any real estate belonging to the City or grant any license, easement, right-of-way, or other interest over or in such real estate with authority by general ordinance and later resolution from Council to do so; and

WHEREAS, City Code Section 2-626 provides that the Council shall by resolution approve the grant of any utility license, easement, or right-of-way by the Department of Public Works; and

WHEREAS, on December 3, 2009, City Council passed a resolution approving a license agreement (the "License Agreement") between the City and Clear Wireless, LLC ("Sprint") which permitted Sprint to install and operate communications antennas on and a control cabinet at the base of the City's water tower on or near 6 Newark Union Road, Wilmington, Delaware, sometimes referred to as the Carr Road Tank; and

WHEREAS, the License Agreement is set to expire on February 29, 2020; and

WHEREAS, the parties desire to amend the License Agreement (a copy of the amendment, in substantial form, is attached hereto as Exhibit "A") to: (1) extend the term of the License Agreement for an additional five (5) years commencing on March 1, 2020; (2) increase the license fee payable by Sprint to the City under the License Agreement to \$48,381.00 per year commencing on March 1, 2020 with an increase of three percent (3%) annually thereafter; and 3) provide Sprint with an option to renew the License Agreement for two (2) additional terms of five (5) years thereafter.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Council hereby authorizes and approves the “First Amendment to License Agreement” between the City of Wilmington and Clear Wireless, LLC, a copy of which, in substantial form, is attached hereto as Exhibit “A”, and the Mayor, or his designee, and the City Clerk are hereby authorized to execute as many copies of said “First Amendment to License Agreement” as may be necessary.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution approves the First Amendment to a License Agreement between the City and Clear Wireless, LLC (“Sprint”) which permits Sprint to install and operate communications antennas on and a control cabinet at the base of the City’s water tower located on or near 6 Newark Union Road, Wilmington, Delaware, sometimes referred to as the Carr Road Tank. The First Amendment will: (1) extend the term of the License Agreement for an additional five (5) years commencing on March 1, 2020; (2) increase the license fee payable by Sprint to the City under the License Agreement to \$48,381 per year with an increase of four percent (3%) annually commencing on March 1, 2020; and (3) provide Sprint with an option to renew the License Agreement for two (2) additional terms of five (5) years thereafter.

W0108169

EXHIBIT A

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between The City of Wilmington, a municipal corporation of the State of Delaware ("**Licensor**") and Clear Wireless, LLC, a Nevada limited liability company ("**Licensee**") (collectively, the "**Parties**").

Licensor and Licensee (or their predecessors-in-interest) entered into that certain License Agreement dated December 17, 2009 ("**License**") regarding Licensor's leased area ("**Premises**") located at 6 Newark Union Road, Wilmington, DE 19803 (the "**Property**").

NOW, for good and valuable consideration, Licensor and Licensee agree as follows:

1. The License is in full force and effect and neither Licensor nor Licensee is in breach under the terms of the License.
2. At the expiration of the License, the term of the License will automatically be extended for three (3) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, that Licensee may elect not to renew by providing Licensor thirty (30) days' notice prior to the expiration of the then current Renewal Term.
3. At the commencement of the first Renewal Term provided for in this Amendment, Licensee shall pay Licensor Four Thousand Thirty-One and 75/100 Dollars (\$4,031.75) per month ("**Rent**") in advance, by the fifth day of each month. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Amendment shall be offset against the new Rent. Rent shall be adjusted annually, effective on each anniversary of the Renewal Term, by an amount equal to three percent (3%) over the Rent for the immediately preceding year. This Rent adjustment shall supersede and replace any prior Rent adjustments.
4. Any charges payable under the License other than Rent shall be billed by Licensor to Licensee within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Licensor.
5. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Licensor or Licensee may from time to time designate any other address for this purpose by providing written notice to the other party.

Wilmington, Delaware
December ____, 2019

#

Sponsor:
Council
Member
Turner

WHEREAS, pursuant to Wilmington Charter Section 8-205, the City may sell or exchange any real estate belonging to the City or grant any license, easement, right-of-way, or other interest over or in such real estate with authority by general ordinance and later resolution from Council to do so; and

WHEREAS, City Code Section 2-626 provides that the Council shall by resolution approve the grant of any utility license, easement, or right-of-way by the Department of Public Works; and

WHEREAS, on December 3, 2009, City Council passed a resolution approving a license agreement (the "License Agreement") between the City and Clear Wireless, LLC ("Sprint") which permitted Sprint to install and operate communications antennas on and a control cabinet at the base of the City's water tower located on or near 4100 Concord Pike, Wilmington, Delaware, sometimes referred to as the Talleyville Tank; and

WHEREAS, the License Agreement is set to expire on February 29, 2020; and

WHEREAS, the parties desire to amend the License Agreement (a copy of the }amendment, in substantial form, is attached hereto as Exhibit "A") to: (1) extend the term of the License Agreement for an additional five (5) years commencing on March 1, 2020; (2) increase the license fee payable by Sprint to the City under the License Agreement to \$48,381.00 per year commencing on March 1, 2020 with an increase of three percent (3%) annually thereafter; and (3) provide Sprint with an option to renew the License Agreement for two (2) additional terms of five (5) years after the first five-year extension.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Council hereby authorizes and approves the “First Amendment to License Agreement” between the City of Wilmington and Clear Wireless, LLC, a copy of which, in substantial form, is attached hereto as Exhibit “A”, and the Commissioner of Public Works, or her designee, is hereby authorized to execute as many copies of said “First Amendment to License Agreement” as may be necessary.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution approves the First Amendment to a License Agreement between the City and Clear Wireless, LLC (“Sprint”) which permits Sprint to install and operate communications antennas on and a control cabinet at the base of the City’s water tower located on or near 4100 Concord Pike, Wilmington, Delaware, sometimes referred to as the Talleyville Tank. The First Amendment will: (1) extend the term of the License Agreement for an additional five (5) years commencing on March 1, 2020; (2) increase the license fee payable by Sprint to the City under the License Agreement to \$48,381.00 per year commencing on March 1, 2020 with an increase of three percent (3%) annually thereafter; and (3) provide Sprint with an option to renew the License Agreement for two (2) additional terms of five (5) years after the first five-year extension.

W0108168

EXHIBIT A

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement (the "Amendment") is effective as of the date of execution by the last party to sign (the "Effective Date") by and between The City of Wilmington, a municipal corporation of the State of Delaware ("Licensor") and Clear Wireless, LLC, a Nevada limited liability company ("Licensee") (collectively, the "Parties").

Licensor and Licensee (or their predecessors-in-interest) entered into that certain License Agreement dated December 17, 2009 ("License") regarding Licensor's leased area ("Premises") located at 4100 Concord Pike, Wilmington, DE 19803 (the "Property").

NOW, for good and valuable consideration, Licensor and Licensee agree as follows:

1. The License is in full force and effect and neither Licensor nor Licensee is in breach under the terms of the License.
2. At the expiration of the License, the term of the License will automatically be extended for three (3) additional and successive five (5) year terms (each a "Renewal Term"), provided, that Licensee may elect not to renew by providing Licensor thirty (30) days' notice prior to the expiration of the then current Renewal Term.
3. At the commencement of the first Renewal Term provided for in this Amendment, Licensee shall pay Licensor Four Thousand Thirty-One and 75/100 Dollars (\$4,031.75) per month ("Rent") in advance, by the fifth day of each month. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Amendment shall be offset against the new Rent. Rent shall be adjusted annually, effective on each anniversary of the Renewal Term, by an amount equal to three percent (3%) over the Rent for the immediately preceding year. This Rent adjustment shall supersede and replace any prior Rent adjustments.
4. Any charges payable under the License other than Rent shall be billed by Licensor to Licensee within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Licensor.
5. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Licensor or Licensee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Licensee:

Sprint Property Services
Sprint Site ID: PL52XC185-C
Mailstop: KSOPHT0101-22650
6391 Sprint Parkway
Overland Park, Kansas, 66251-2650

If to Licensor:

The City of Wilmington
800 French Street, 6th Floor
Wilmington, DE 19801

With a mandatory copy to:

Sprint Law Department
Sprint Site ID: PL52XC185-C
Attn: Real Estate Attorney
Mailstop: KSOPHT0101-22020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020"

6. Licensee and Licensor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.
7. Except as expressly set forth in this Amendment, the License otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the License, the terms and provisions of this Amendment shall control. Each reference in the License to itself shall be deemed also to refer to this Amendment.
8. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.
9. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.


Licensor:

Licensee:

**The City of Wilmington,
a municipal corporation of the State of
Delaware**

**Clear Wireless, LLC,
a Nevada limited liability company**

By: _____
Print Name: _____
Title: _____
Date: _____

By: 
Print Name: Silvia J. Lin
Title: Manager, Real Estate
Date: 4/29/2019

Wilmington, Delaware
December __, 2019

#

Sponsor:

**Council
Member
Turner**

WHEREAS, pursuant to Wilmington Charter Section 8-205, the City may sell or exchange any real estate belonging to the City or grant any license, easement, right-of-way, or other interest over or in such real estate with authority by general ordinance and later resolution from Council to do so; and

WHEREAS, City Code Section 2-626 provides that the Council shall by resolution approve the grant of any utility license, easement, or right-of-way by the Department of Public Works; and

WHEREAS, on January 19, 2012, City Council passed a resolution approving a license agreement (the "License Agreement") between the City and T-Mobile Northeast LLC ("T-Mobile") which permitted T-Mobile to install and operate communications antennas on and a control cabinet at the base of the City's water tower located on or near 1651 Foulk Road, Wilmington, Delaware; and

WHEREAS, the License Agreement is set to expire on January 31, 2022; and

WHEREAS, the parties desire to amend the License Agreement (a copy of the amendment, in substantial form, is attached hereto as Exhibit "A") to: (1) extend the term of the License Agreement for an additional five (5) years commencing on February 1, 2022; (2) increase the license fee payable by T-Mobile to the City under the License Agreement to \$50,400.00 per year commencing on February 1, 2022 with an increase of three percent (3%) annually thereafter; and (3) provide T-Mobile with an option to renew the License Agreement for two (2) additional terms of five (5) years after the first five-year extension.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Council hereby authorizes and approves the “First Amendment to License Agreement” between the City of Wilmington and T-Mobile Northeast LLC, a copy of which, in substantial form, is attached hereto as Exhibit “A”, and the Commissioner of Public Works, or her designee, is hereby authorized to execute as many copies of said “First Amendment to License Agreement” as may be necessary.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution approves the First Amendment to a License Agreement between the City and T-Mobile Northeast LLC (“T-Mobile”) which permits T-Mobile to install and operate communications antennas on and a control cabinet at the base of the City’s water tower located on or near 1651 Foulk Road, Wilmington, Delaware. The First Amendment will: (1) extend the term of the License Agreement for an additional five (5) years commencing on February 1, 2022; (2) increase the license fee payable by T-Mobile to the City under the License Agreement to \$50,400.00 per year commencing on February 1, 2022 with an increase of three percent (3%) annually thereafter; and (3) provide T-Mobile with an option to renew the License Agreement for two (2) additional terms of five (5) years after the first five-year extension.

W0108132

EXHIBIT A

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement (this "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between The City of Wilmington, a municipal corporation of the State of Delaware ("**Licensor**") and T-Mobile Northeast LLC, a Delaware limited liability company ("**Licensee**") (collectively, the "**Parties**").

Licensor and Licensee (or their predecessors-in-interest) entered into that certain License Agreement dated March 2, 2012 ("**License**") regarding Licensor's leased area ("**Premises**") located at 1651 Foulk Road, Wilmington, DE 19803 (the "**Property**").

NOW, for good and valuable consideration, Licensor and Licensee agree as follows:

1. The License is in full force and effect and neither Licensor nor Licensee is in breach under the terms of the License.
2. At the expiration of the License on January 31, 2022, the Term of the License will automatically be extended for three (3) additional and successive five (5) year terms (each a "**Renewal Term**") commencing on February 1, 2022, provided, that Licensee may elect not to renew by providing Licensor thirty (30) days' written notice prior to the expiration of the then current Renewal Term.
3. At the commencement of the first Renewal Term provided for in this Amendment, Licensee shall pay Licensor Four Thousand Two Hundred and 00/100 Dollars (\$4,200.00) per month ("**Rent**") in advance, by the fifth day of each month. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Amendment shall be offset against the new Rent. Rent shall be adjusted annually, effective on each anniversary of the Renewal Term, by an amount equal to three percent (3%) over the Rent for the immediately preceding year. This Rent adjustment shall supersede and replace any prior Rent adjustments.
4. Any charges payable under the License other than Rent shall be billed by Licensor to Licensee within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Licensor.
5. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Licensor or Licensee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Licensee, to: T-Mobile Northeast LLC 12920 SE 38th Street Bellevue, WA 98006 Attn: Lease Administrator With a copy to:	If to Licensor, to: City of Wilmington Department of Public Works 800 North French Street, 6 th Floor Wilmington, DE 19801 Attn: Deputy Commissioner
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T-Mobile USA Inc. 12920 SE 38th Street Bellevue, WA 98006 Attn: Legal Dept.	With a copy to: City of Wilmington Law Department 800 North French Street, 9 th Floor Wilmington, DE 19801 Attn: City Solicitor
T-Mobile Northeast LLC 4 Sylvan Way Parsippany, NJ 07054 Attn: Lease Administrator	

6. Licensee and Licensor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.
7. Except as expressly set forth in this Amendment, the License otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the License, the terms and provisions of this Amendment shall control. Each reference in the License to itself shall be deemed also to refer to this Amendment.
8. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.
9. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

IN WITNESS WHEREOF, the Parties execute this Amendment as of the Effective Date.

Licensor:

Licensee:

The City of Wilmington, a municipal corporation of the State of Delaware

T-Mobile Northeast LLC, a Delaware limited liability company

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____