

# Lease Agreement

## Nominal Purchase Option

Financing provided by:

Wells Fargo Bank, National Association

401 West Las Colinas Blvd. | Bldg. A, 4th Floor | Irving, TX 75039-5400

Lease Number 420-0005334-000 dated as of **September 30, 2025**

Name and Address of Customer ("You" and "Your"):

ORANGE, CITY OF  
300 E CHAPMAN AVE  
ORANGE, CA 92866-1508

Billing Contact Email: \_\_\_\_\_ Phone: \_\_\_\_\_

See attached Schedule A.

**Equipment Location:** 300 E CHAPMAN AVE, ORANGE, CA 92866-1508

### TERM AND PAYMENT INFORMATION

1. Initial Term (Months): 36 ("Term")	4. Interest Rate: 8.4% per annum ("Interest Rate")
2. Payment: \$1,082.09 (plus applicable taxes)	5. Administrative Fee: \$75.00 (will be billed on your first invoice)
3. Payment Period is "Monthly" unless otherwise noted here: Monthly	6. Purchase Option Price: \$1.00

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

**1. CERTAIN DEFINITIONS.** "Equipment" means the property described above and all attachments, accessories, replacements, replacement parts, substitutions, additions, upgrades, exchanges and repairs and Software and Software Licenses (as defined herein). "Lessee", "you" and "your" mean the party signing below as Lessee. "Lessor", "we", "us" and "our" mean the party signing below as Lessor. "Supplier" means any manufacturer, supplier, wholesaler, or other vendor of the Equipment, Software, Services and/or MNS (all as defined herein, to the extent applicable). "Stipulated Loss Value" means the sum of: (i) all past due and current Payments; (ii) the present value of (A) all remaining Payments, and (B) the Purchase Option Price, discounted at 2% per annum; and (iii) all other amounts due hereunder.

**2. COMMENCEMENT.** The Term will commence on the date that you satisfy all pre-conditions, as determined by us, or any later date that we designate (the "Commencement Date"). We may require that you verify your acceptance of the Equipment and such information as we may require by telephone or an executed certificate of acceptance or another method acceptable to us. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights ("Software"), we do not own and have no right, title or interest in the Software. You are responsible for entering into any license and/or other agreement (each a "Software License") with the Software Supplier no later than the Commencement Date. Such agreements are not a part of this Lease and no breach by a licensor under such agreement shall relieve you of your obligations hereunder. You will maintain each Software License in full force and effect and you will comply throughout the Term with any Software License and any default by you thereunder shall also constitute a default under this Lease. If a Supplier fails to deliver the Equipment, or the Equipment is unsatisfactory, you agree that we are not liable, and you will not make any claim against us.

**3. PAYMENTS.** The Interest Rate has been rounded to two decimal places for ease of reference, but interest on the Equipment cost may be calculated at the Interest Rate with more than two decimal places. The Payments have been precomputed using a 360-day year of twelve 30-day months. For purposes of the amortization of the Equipment cost, each Payment, including any Advance Payment, will be considered received on the date it is required to be paid under the Lease, and any Administrative Fee set forth herein will be considered received on the effective date of this Lease. You agree to remit all Payments in U.S. dollars to the address or account we designate on each Payment Date whether or not you receive an invoice. Unless indicated otherwise above, your first Payment will be due and payable one month after the Commencement Date, and each other Payment will be due and payable on the same day of each succeeding month (or the last day of such month if such day does not exist) (the "Payment Date"). If there are changes in the Equipment, its cost or the calculation of taxes, you authorize us to adjust the Payments by not more than 15% of the original Payment. If any Services or MNS (each as defined herein) are included in this Lease, then after the first 12 months of the Term, and at the end of each 12-month period thereafter, the Payments may be increased by up to 15% of the Payment amount in effect at the end of the prior 12-month period. You waive all rights to direct our application of your payments. We may offset any of your obligations to us from any sums we owe to you. The terms of this Lease may take into account fees we have paid to, or rebates, discounts, subsidies or other compensation or financial benefits we have received from, the Supplier or other third parties.

**4. TAXES.** In states assessing upfront sales and use tax, if you choose to include such tax amount as part of the Lease, your Payment, starting with the first invoice, will be adjusted to reflect such tax as a component of the amount we fund under this Lease. In other states, applicable sales and use tax will be included on your invoice. To the extent any sales or use tax is due on Services or Service Payments (defined below), such sales or use tax is not included in the Payment but shall be set forth on your invoices and paid by you as and when the Payment is paid. If the Payment includes MNS, sales, use, and similar taxes will be charged on the entire bundled Payment amount rather than charged separately on each component of the Payment amount. **If you are exempt from sales and use tax, you shall provide us a valid exemption certificate prior to the Commencement Date.** You agree to pay and indemnify us from all sales, use, rental, property and other taxes, charges and fees relating to the Equipment or this Lease assessed by any governmental entity or taxing authority. Unless otherwise required by applicable law, you agree to file personal property tax returns, and pay any applicable taxes and, upon request, provide us copies of such tax returns and evidence of such payment. The parties intend that you be considered the owner of the Equipment, however, we will not be liable to you if you fail to secure any tax benefits available to the owner of the Equipment. We may notify you (and you agree to follow such notification) regarding any changes in property tax reporting and payment responsibilities.

**5. LATE CHARGES.** For any payment more than 5 days late, you shall pay us a late charge of the greater of 5% of the amount due or \$35.00.

**6. OWNERSHIP, SECURITY INTEREST, USE, MAINTENANCE AND REPAIR.** You will have title to and ownership of the Equipment. You grant us a security interest in the Equipment and all proceeds thereof to secure all obligations you owe us under this Lease and any other equipment lease or equipment loan. In the event of a default by you hereunder, title to the Equipment shall revert to us free and clear of any rights or interests of you in the Equipment. In no event shall this Lease be secured by any improved real property, building or mobile home insurable under the National Flood Insurance Program. We may file UCC financing statements, amendments and continuations. With respect to the Equipment, you shall, at your cost: (a) keep it in your exclusive control and possession and not remove it from the Equipment Location without our prior written consent; (b) USE IT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use it in conformity with all insurance and manufacturer requirements; (d) keep it repaired and maintained in good working order and as required by any applicable warranty and/or maintenance contract; (e) furnish and replace all parts as may become worn out or damaged; (f) give us access to inspect it and its maintenance and other records and pay our costs in connection therewith; (g) mark and identify it as we request; (h) not lease or sell any of it; (i) not permit it to attach to real property; (j) keep it free of all security interests, encumbrances and liens, except those in favor of us; and (k) not make any alterations, additions or improvements which detract from its value, useful life, or function. Any alterations, additions or improvements shall be deemed part of the Equipment.

**7. INDEMNITY.** YOU AGREE TO DEFEND AND INDEMNIFY US AGAINST ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES, OBLIGATIONS, SUITS, INJURIES, COSTS AND REASONABLE ATTORNEYS' FEES, INCURRED, CAUSED OR ASSERTED BY ANY PERSON OR ENTITY, IN ANY MANNER RELATING TO THE LEASE OR THE EQUIPMENT.

**8. LOSS OR DAMAGE.** You assume all risks of loss, theft, governmental taking, damage to or destruction of the Equipment. If any item of Equipment is damaged and can be repaired, you shall promptly notify us in writing and, at your cost, within 30 days of such damage, repair the affected item. If any item of Equipment is lost, stolen, taken by any governmental authority or damaged beyond repair, you will promptly notify us in writing and, at our option you will, at your cost, within 30 days after such event, either: (a) replace the affected item with a comparable item acceptable to us, or (b) for each affected item (calculated on the pro rata cost of the affected item(s) as compared to the total cost of all items of Equipment), pay us the Stipulated Loss Value for each such item. Upon our receipt of such Stipulated Loss Value, we will transfer to you our interest in the affected item(s) AS-IS, WHERE-IS, WITHOUT ANY RE COURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED. Insurance proceeds will be applied toward repair, replacement or payment owing to us.

**9. INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; (b) maintain commercial general liability insurance, covering personal injury and property damage and naming us as additional insured, and (c) at our request,

**BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF ALL PAGES OF THIS AGREEMENT AND AGREES TO THE TERMS ON THE ATTACHED PAGE(S).**

Lessor: **WELLS FARGO BANK, N.A.**

Lessee: **ORANGE, CITY OF**

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

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

Print Name and Title: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

provide us evidence of such insurance. All insurance policies must be issued by carriers acceptable to us, provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and provide deductible amounts and terms acceptable to us.

**10. NET LEASE; UNCONDITIONAL OBLIGATION.** This Lease is a net lease. YOU SELECTED THE EQUIPMENT. SUPPLIER IS NOT OUR AGENT AND IS NOT AUTHORIZED TO MODIFY THIS LEASE. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. YOUR OBLIGATIONS HEREUNDER ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SET-OFF FOR ANY REASON WHATSOEVER. WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES, OR EXPENSES OF ANY KIND CAUSED, DIRECTLY OR INDIRECTLY, BY ANY EQUIPMENT OR THE USE, INABILITY TO USE, OR MAINTENANCE OR SERVICE OF ANY EQUIPMENT, OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. If the Supplier fails to fulfill any obligation to you, you shall not make any claim against us and shall continue to fully perform hereunder. If you request and we permit the early termination of this agreement, you agree to pay a fee for such privilege.

**11. REPRESENTATIONS, WARRANTIES AND COVENANTS.** You represent and warrant to us that: (a) this Lease and all related documents (together, the "Documents") constitute valid, legal and binding agreements, enforceable in accordance with their terms; (b) you have authority to enter into the Documents and your execution and performance of the Documents will not: (i) violate any judgment, order, law or regulation or any other financing; or (ii) result in any breach of, constitute a default under, or result in the creation of any lien or encumbrance upon any Equipment pursuant to any other agreement or instrument; (c) there are no suits or proceedings pending or threatened against or affecting you; (d) your exact legal name is as set forth on page 1; (e) you are and will be at all times validly existing and in good standing under the laws of the State of your organization; (f) you are and will remain qualified to do business in each jurisdiction where Equipment is located and where you conduct business; (g) you are and will remain in compliance with all laws, rules and regulations applicable to the operation of your business, the Equipment and/or its use, and at your cost you shall make all modifications and improvements to the Equipment required by law; (h) you and each person who you control or own a controlling interest in, or who owns a controlling interest in or otherwise controls you (collectively, "Representatives") are and will remain in compliance with all laws, rules, regulations and orders concerning sanctions, embargoes, and the prevention and detection of corruption, bribery, money laundering and terrorism; and (i) neither you nor any of your Representatives does or will do business in, or is or will be located in a jurisdiction subject to any territorial or country-based sanctions program or listed on any sanctions-related list of designated persons maintained or enforced by the United States government or any other jurisdiction in which you or your Representatives are located or operate or which has authority over you or your Representatives.

**12. DEFAULT.** You will be in default hereunder if: (a) you fail to make any payment due hereunder within 10 days of the due date; (b) you or a guarantor of your obligations under any Document ("Guarantor") (i) breach any other obligation under any Document or guaranty and fail to correct such violation within 10 days following notice; (ii) become insolvent, are dissolved, stop doing business, or a petition is filed by or against you or it under any bankruptcy or insolvency law; (iii) default under any other agreement now existing or hereafter entered into with us or any of our affiliates; and/or (iv) provide any representation or warranty or information to us that is or becomes false or misleading; (c) any Equipment is illegally used; (d) without our prior written consent, you or a Guarantor or any person or entity that directly or indirectly controls you or a Guarantor (1) experience a change in control or material change in ownership (in one or multiple transactions), (2) transfer substantially all of your or its assets, (3) merge or consolidate with another entity, or (4) experience a division or divisive merger. **Time is of the essence.**

**13. REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BENEFIT OF THE BARGAIN AND NOT AS A PENALTY, the Stipulated Loss Value; (b) declare any other agreements between you and us in default; (c) require you to return the Equipment at your cost to a place we designate; (d) with or without legal process, repossess or disable the Equipment and we will not be responsible for any losses related to such action; (e) cause the Software Licenses and your rights thereunder to be cancelled, terminated or suspended or demand that you immediately cease using the Software and remove all Software from any piece of equipment on which it is installed, upon which you shall provide us a certificate signed by your officer indicating the same, (f) lease or sell the Equipment or any portion thereof, and apply the proceeds as may be acceptable to us; (g) charge you interest on all amounts due to us from the due date until paid at the rate of 1.5% per month; (h) charge you for expenses incurred in enforcing our remedies including repossession, repair and collection costs, attorneys' fees and court costs; and (i) cancel or terminate the Lease. You irrevocably grant to us the power to terminate or suspend any maintenance, support or other service relating to each Software License for and on your behalf upon the occurrence and during the continuance of a default. We or our designees have will have full and unrestricted access to your records, computer systems, service provider systems (if any) and facilities to verify your cessation of use, deinstallation, deletion and destruction of the Software. If we demand that you turn over the Equipment, you will deliver it in the same condition as when you received it (reasonable wear and tear excepted). You are responsible for removing all data from any digital storage device, Equipment drive or other electronic medium prior to returning or disposing of any Equipment. We shall not be liable for losses arising out of the presence or use of data residing in any Equipment returned to or repossessed by us. These remedies are cumulative and nonexclusive of any other rights and remedies at law or in equity. To the extent permitted by applicable law, you waive any rights conferred by statute or otherwise that may limit any of our rights or remedies hereunder. No failure or delay by us to exercise any right nor any course of dealing will operate as a waiver of our rights, and no waiver or consent shall be binding on us unless in writing, signed by us.

**14. PURCHASE OPTION.** So long as no default exists hereunder, you may at Lease expiration, purchase all (but not less than all) of our interest in the Equipment AS-IS, WHERE-IS, WITHOUT ANY RE COURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for the Purchase Option plus applicable taxes; provided that we will not be required to transfer our interest to you until we have received all amounts due hereunder, including but not limited to, the periodic scheduled payments, late charges, and reimbursement for property taxes (if applicable). You shall have no obligation to provide any end-of-term notice to us, and this Lease shall not be renewed.

**15. JURY TRIAL WAIVER; LAW, VENUE.** ALL PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY EQUIPMENT OR THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF IOWA, AND ANY LEGAL ACTION OR PROCEEDING MAY BE BROUGHT IN THE FEDERAL OR STATE COURTS OF IOWA. IN NO EVENT SHALL WE BE LIABLE FOR, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE OR EXEMPLARY DAMAGES, WHICH YOU HEREBY EXPRESSLY WAIVE.

**16. BILLING AND COLLECTION OF SUPPLIER PAYMENTS.** You represent that any repair, maintenance and/or services relative to the Equipment ("Services") and/or any remote network monitoring and maintenance, network security services or other IT services ("Managed Network Services" or "MNS") are being provided by the Supplier and will be governed solely by your separate agreement between Supplier and you relating to such Services and/or MNS ("Service Agreement"). We are not a party to any Service Agreement, we are not responsible for any Services or MNS, and we have not made any representations or warranties with respect to such. You acknowledge that (a) we are billing you for Services and/or MNS on a pass-through basis on behalf of the Supplier; (b) we may rely on information given by Supplier to us relative to the payments due to Supplier under the Service Agreement (which amounts may be amended from time to time between Supplier and you in accordance with the terms of the Service Agreement, the "Service Payments") and we are not responsible for the accuracy of such information; and (c) if the billing arrangement between Supplier and us has terminated for whatever reason, we will cease invoicing you for the Service Payments and Supplier will be solely responsible for such billing and collection thereafter. If any Equipment is designated "Service Only", you acknowledge and agree that: (1) we do not own such Equipment; (2) we are not providing such Equipment to you pursuant to the terms of this Lease; and (3) the portion of the Payment which relates to such Equipment includes only the full-service maintenance of such Equipment and not the use or rental of such Equipment. You acknowledge that we may (on behalf of Supplier) bill you for any supply freight fee that the Supplier charges for shipping supplies to you. You and Supplier may add, modify or remove MNS in accordance with your separate agreement and without our consent, provided that such agreement does not modify any other terms of this Lease, including without limitation, amounts payable for rental, lease or use of the Equipment. If the Supplier fails to provide any service or fulfill any other obligation to you, or if you have a dispute with the Supplier regarding the Equipment, any Services (including without limitation, any Equipment designated as "Service Only"), or any MNS, you shall not make any claim against us and shall continue to fully perform under this Lease, including continuing to pay us all Payments and other amounts due under this Lease without deduction, delay, offset or withholding of any amounts. Nothing contained in this Section is intended to limit or waive any rights and warranties extended to you by the Supplier, manufacturer or other third party under the Service Agreement relative to the Services, MNS or other matters or preclude you from exercising any rights or remedies you may have relative thereto.

**17. MISCELLANEOUS.** You may not assign, sell, transfer or encumber any rights or obligations under the Lease or related to the Equipment. We may, without notifying you, sell, assign or encumber any or all of our interest in the Lease and/or Equipment. Our assignee will have all of our rights hereunder, but not our obligations. You agree not to assert against any buyer, assignee or secured party, any claims, offsets or defenses you may have against us. Notices must be in writing and will be deemed given 5 days after mailing first class or sent by recognized overnight courier to the recipient's address set forth above or at such other address last known to the sender. You authorize us, our agents and assignees to obtain credit reports and make credit inquiries about you and disclose your information, including credit applications, payment histories and account information, to our affiliates, credit reporting agencies, our assignees and potential assignees, and other parties having an economic interest in this Lease or the Equipment. If any amount hereunder is higher than allowed under any applicable legal limit, such amount is hereby reduced to the maximum amount allowed. Amounts we receive in excess of a legal limit will be applied to other amounts due by you, or refunded to you, as we determine. We may accept a photocopy, electronically transmitted, or other reproduction (any a "Counterpart") of any Documents as the binding and effective record of such Documents. No Document requiring our signature is binding on us until we sign it. Counterparts (a) bearing our signature, if executed by us manually, or (b) electronically maintained by us, if executed by us electronically, shall constitute the sole original document and authoritative record of such Document for establishing its terms and for perfection of a security interest by possession or control. You agree not to raise as a defense to the enforcement of any Document that it was signed and/or transmitted electronically by either party. Your representations, warranties, indemnification obligations, and your obligations to pay or reimburse us for any taxes or any other amounts due by you hereunder shall survive the termination of this Lease. Any claim you have against us must be made within 2 years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms will remain in effect and enforceable. You authorize us to insert or correct missing or incorrect information on the Lease. YOU ACKNOWLEDGE AND CONFIRM THAT YOU HAVE NOT RECEIVED ANY LEGAL, TAX, FINANCIAL OR ACCOUNTING ADVICE FROM US OR THE SUPPLIER. You shall furnish us with current financial statements and/or other information regarding your business and its owners and affiliates as we may request. You agree to promptly sign and deliver additional documents and take additional action as we may request in order to carry out the intent and purpose of this Lease and/or comply with laws or regulations. At our request, you shall pay or reimburse us for any out-of-pocket costs we incur in connection with this Lease. You will notify us before any proposed change in your legal name, address, type of legal entity or state of formation. The amounts payable by you hereunder may include a profit to us. THE LEASE INCORPORATES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, UNLESS MODIFIED IN A WRITING SIGNED BY THE PARTIES.

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney ✓

# Equipment Schedule A



Financing provided by:

Wells Fargo Bank, National Association

401 West Las Colinas Blvd. | Bldg. A, 4th Floor | Irving, TX 75039-5400

Contract Number **420-0005334-000** dated as of **September 30, 2025** (the "Agreement")

## Equipment Information:

### Equipment Make, Model, Accessories, Serial Number (SN)

Sharp BP-70C36

Sharp BP-70C36

Sharp BP-70C36

Sharp BP-70C36

Sharp BP-70C45

Sharp BP-70C45

Sharp BP-70C45

# State and Local Government Addendum



Financing provided by:

Wells Fargo Bank, National Association

401 West Las Colinas Blvd. | Bldg. A, 4th Floor | Irving, TX 75039-5400

Agreement Number **420-0005334-000** dated as of **September 30, 2025**

Name and Address of Customer ("You" and "Your"):

**ORANGE, CITY OF  
300 E CHAPMAN AVE  
ORANGE, CA 92866-1508**

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and WELLS FARGO BANK, N.A. ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (the "Agreement").

**1. INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

**2. GOVERNMENTAL PROVISIONS.** Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness or require voter approval, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

**3. LIMITATIONS.** The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to Non-Appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

**4. CHOICE OF GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located and the parties agree to the non-exclusive jurisdiction and venue of the state and federal courts in such state.

**5. PROPERTY TAX/OWNERSHIP.** Unless otherwise required by applicable law, Customer will have title to the Equipment and will be the Equipment owner. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Customer and that the Equipment will therefore be exempt from all property taxes. Should it be determined by the appropriate taxing jurisdiction that Company is liable for the payment of property taxes, Customer acknowledges and agrees that, notwithstanding the fact that Customer may be exempt from such payment, Customer shall (within ten (10) days of written notice) reimburse Company for all property taxes which Company may be required to pay.

**6. MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.

**IN WITNESS WHEREOF,** Customer and Company have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

Company: **WELLS FARGO BANK, N.A.**

Customer: **ORANGE, CITY OF**

By:

Date:

By:

Daniel R. Slater, Mayor

Date:

Print Name and Title:

Print Name and Title:

# Delivery and Acceptance Certificate



Financing provided by:

*Wells Fargo Bank, National Association*

401 West Las Colinas Blvd. | Bldg. A, 4th Floor | Irving, TX 75039-5400

Account Number **420-0005334-000** dated as of **September 30, 2025**

Name and Address of Customer ("You" and "Your"):

**ORANGE, CITY OF  
300 E CHAPMAN AVE  
ORANGE, CA 92866-1508**

The Account Number referenced above corresponds to the applicable schedule entered into under a master lease or loan agreement or an individual lease or loan agreement, as the case may be (the "**Transaction**"). "**Equipment**" means the equipment and other property as described in the Transaction. **WELLS FARGO BANK, N.A.** and its successors and assigns is the lessor or lender under the Transaction, and is also referred to as "**we**", "**us**" and "**our**". "**Customer**" means the above referenced entity or sole proprietorship and is the lessee or borrower under the Transaction and is also referred to as "**you**" and "**your**". Capitalized terms used but not defined herein shall have the meanings given to them in the Transaction. You hereby authorize us to insert or update the date set forth below with the best information we have available.

Pursuant to the provisions of the Transaction identified above, as of the date set forth below you, hereby certify and warrant to us that: (a) all Equipment has been delivered and installed (if applicable) on the date set forth below; (b) you have inspected the Equipment, and all such testing as you deem necessary has been performed by you or the vendor/supplier or the manufacturer of the Equipment; and (c) you irrevocably accept the Equipment for all purposes of the Transaction.

You further certify that as of the date hereof: (i) you are not in default under the Transaction; and (ii) the representations and warranties made by you pursuant to or under the Transaction are true and correct.

You hereby direct us to pay the vendor/supplier of the Equipment and agree that an electronically transmitted copy of this document containing your signature may be treated as an original for all purposes.

Customer: **ORANGE, CITY OF**

Signature of authorized signer

Daniel R. Slater, Mayor

Print Name and Title

Date\*

\*Date upon which the Equipment was delivered, installed, and accepted by Customer.

# Required Information Form

Financing provided by:

*Wells Fargo Bank, National Association*

401 West Las Colinas Blvd. | Bldg. A, 4th Floor | Irving, TX 75039-5400

Account Number **420-0005334-000** dated as of **September 30, 2025**

**DIRECTIONS:** Complete the following information and return it with your signed documents. Please be sure to fill in all items; mark "N/A" as appropriate.

**Customer Name:** ORANGE, CITY OF

**Federal Tax ID Number:** (REQUIRED - we must have prior to processing your transaction): \_\_\_\_\_

**Purchase Order Number (if required on invoice):** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**Billing Address:** 300 E CHAPMAN AVE, ORANGE, CA 92866-1508

**Accounts Payable Contact (Required):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Phone Number (Required):** \_\_\_\_\_

The Billing Address stated above is correct.

OR

Change the Billing Address to:

Street \_\_\_\_\_ City \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Equipment Contact** (to verify Equipment delivery and acceptance): \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Phone Number (Required):** \_\_\_\_\_

**Equipment Location:** 300 E CHAPMAN AVE, ORANGE, CA 92866-1508

The Equipment Location stated above is correct. Indicate County the equipment is located in: \_\_\_\_\_

OR

Change the Equipment Location to:

Street \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ County \_\_\_\_\_

(If multiple locations, attach a list of equipment/VINs by City, State and County indicating where each piece of equipment or vehicle is located)

**Tax Status: Sales/Use Tax (check one)**

If you are tax exempt, we must have a copy of your exemption certificate prior to funding. Please forward a copy along with the return of the signed lease documents. If you are exempt and an exemption is not received, we are required to pay any required upfront sales tax (and you will reimburse us) or include tax on your monthly lease payment. Please indicate your tax status below:

Subject to Sales and Use Tax (Tax will be based on the state where the equipment is located.)

OR

Exempt from Sales and Use Tax for the following reason: \_\_\_\_\_ (Certificate must be provided.)

**\*\*\*If you are exempt from sales and use tax, you MUST provide an exemption certificate or you will automatically be charged sales and use tax.\*\*\***

**To ensure timely processing of each payment invoice PLEASE MAKE YOUR PURCHASE ORDERS OUT TO WELLS FARGO BANK, N.A.** Your invoice will be mailed approximately 30 days in advance of your payment due date.

**Notice: To help the government fight the funding of terrorism and the money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address and taxpayer identification number that will allow us to identify you. We may also ask to see other identifying documents.**