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September 7, 2021

BOB NELSON, JR.
CITY OF DEADWOOD, SD
102 SHERMAN ST.
DEADWOOD, South Dakota 57732

RE: EQUIPMENT SCHEDULE NO. 801-3209995-000 DATED SEPTEMBER 7, 2021 TO MASTER INSTALLMENT PURCHASE AGREEMENT NO. 3209995 DATED SEPTEMBER 7, 2021 BY AND BETWEEN THE CITY OF DEADWOOD, SD ("BORROWER") AND MERCEDES-BENZ FINANCIAL SERVICES USA LLC ("LENDER")

Dear BOB NELSON, JR.,

Enclosed please find the following documents to be completed and executed on behalf of the Borrower:

1. **Master Installment Purchase Agreement 3209995** – Complete and have the authorized signer sign where indicated;
2. **Exhibit A – Equipment Schedule No. 801-3209995-000** – Complete and have the authorized signer sign where indicated;
3. **Exhibit 1 – Equipment Description** – complete equipment locations;
4. **Exhibit A-1 – Installment Payment Schedule** - Complete and have the authorized signer sign where indicated;
5. **Exhibit B – Final Acceptance Certificate** - Completed and have the authorize signer sign where indicated;
6. **Exhibit C – Opinion of Borrower's Counsel** – INTENTIONALLY DELETED;
7. **Exhibit D - Acceptance of Installment Obligation** – Have the authorized signer sign where indicated;
8. **Insurance Coverage Requirements** – Complete and have the authorized signer sign where indicate; ***Please note that we will need complete proof of insurance coverage prior to paying the dealer;**
9. **Certificate of Signature Authority of Borrower** - Insert the names, titles and signatures of those individuals authorized to execute the documents. Have the Certificate executed by the Secretary/Clerk where indicated;
10. **Payment Instructions** – complete and have the authorized signer signed where indicated;
11. **Bank Qualified Designation Certificate:** Please check the appropriate box and sign where indicated;
12. **Essential Use Letter** – Have the letter retyped onto the Borrower's letterhead and have the authorized signer sign where indicated;
13. **Acknowledgement of Board Approval and Board Meeting Minutes**– Provide me with the original Acknowledgment of Board Approval approving the financing of this transaction;
14. **IRS form 8038-G Information Return:** Please use the attached form and the attached instructions, including the instructions on where and when to file this information return, based on the lease's issue date. In order to complete the form you will need the following factual information: Part I, #8, Issue Name: **Equipment Schedule No. 801-3209995-000 Dated September 7, 2021 to MIPA No. 3209995 Dated September 7, 2021** the date of issue (or issue date) is **September 7, 2021**, the final maturity date is **September 7, 2027**, the issue price is **\$148,005.00**, the weighted average maturity is **6** years, and the yield (or tax-exempt rate) is **3.835%**. Please submit the completed form 8038-G to the IRS according to the filing instructions;
15. **Invoices** – Include the dealer invoices with the documents; WILL BE PROVIDED BY DEALER;
16. **MSO - MSO (front & back) and Application for Titles** showing **BANK OF AMERICA, NATIONAL ASSOCIATION AND ITS ASSIGNS, P.O. BOX 1943, CHICAGO, IL 60690-1943, as 1st Lien.** and; WILL BE PROVIDED BY DEALER;

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17. **Sales and Use Tax Exemption Certificate** – Please provide Exemption Certificate if you are exempt from Sales and Use Tax; and
18. **Notice of Asslgnment** – no signature required

Please note that your first Installment payment is due on the day of funding (Invoice enclosed). You can forward this check back to me along with the original executed documents via Federal Express at the address below. Please e-mail me a PDF copy of the executed documents, prior to overnighting the documents.

Katherine M. Graiber
c/o - BAPCC, LLC,
Servicing Agent for Mercedes-Benz Financial Services USA LLC
540 W. MADIOSN ST.
Mail Stop IL4-540-22-30
Chicago, IL 60661 Phone: (312) 828-7591
katherine.graiber@bofa.com

Please be aware that the rate of 3.835% will expire on September 20, 2021. However, I will need to have all the executed documents back as soon as possible to prepare for funding.

Should you have any questions, or require additional information, please do not hesitate to call me (312) 828-7591. Thank you for your assistance.

Very truly yours,

BAPCC, LLC

Servicing Agent for Mercedes-Benz Financial Services USA LLC

Katherine M. Graiber
Coordinator

MASTER INSTALLMENT PURCHASE AGREEMENT

This Master Installment Purchase Agreement No. **3209995** is dated as of **September 7, 2021** ("Master Agreement"), and entered into by and between **Mercedes-Benz Financial Services USA LLC**, a Delaware limited liability company ("Lender"), and **CITY OF DEADWOOD, SD**, a body corporate and politic existing under the laws of the State of **South Dakota** ("Borrower").

1. **Agreement.** Borrower agrees to finance with Lender its installment purchase of certain "Equipment" as described in each Equipment Schedule (in substantially the form attached hereto as Exhibit A), which together with an Installment Payment Schedule (in substantially the form attached to such Equipment Schedule as Exhibit A-1) constitute a "Schedule", subject to the terms and conditions of and for the purposes set forth in the related Contract. Trucks, buses, other motor vehicles and other items of equipment and personal property may be financed under this Master Agreement from time to time by execution of individual Schedules by the parties hereto and as otherwise provided herein. Each Schedule and the terms and provisions of this Master Agreement (which includes all exhibits hereto, together with any amendments and modifications pursuant hereto) that are incorporated by reference into such Schedule shall constitute a separate and independent contract and installment purchase of the Equipment therein described and are referred to herein as a "Contract". In the event of any conflict in terms between a Schedule and this Master Agreement, the terms of the Schedule shall control in the interpretation of the Contract created thereby.

2. **Term.** The "Commencement Date" for each Contract is the date when interest commences to accrue under such Contract which date shall be the earlier of (a) the first date on which the Equipment listed in such Contract is accepted by Borrower in the manner described in Section 11 and the Funding Conditions under Section 8 with respect to such Contract have been satisfied, or (b) the first date on which the Funding Conditions under Section 8 with respect to such Contract have been satisfied and sufficient monies to purchase the Equipment listed in such Contract are deposited for that purpose into an Escrow Fund with an escrow agent as provided in Section 11, or (c) the date sufficient monies are set aside for acquisition of Equipment as evidenced in Exhibit D, if applicable. The "Contract Term" for each Contract means the Original Term and all Renewal Terms therein provided and for this Master Agreement means the period from the date hereof until termination of all Contracts thereunder. The "Original Term" means, with respect to a Contract, the period from the Commencement Date for such Contract until the end of Borrower's fiscal year or biennium, as the case may be (the "Fiscal Period") in effect at such Commencement Date. The "Renewal Term" for each Contract means each successive term having a duration that is coextensive with the Fiscal Period.

3. **Representations and Covenants of Borrower.** Borrower represents, covenants and warrants for the benefit of Lender on the date hereof and as of the Commencement Date of each Contract as follows: (a) Borrower is a public body corporate and politic duly organized and existing under the constitution and laws of the State where Borrower is located ("State") with full power and authority under the constitution and laws of the State to enter into this Master Agreement and each Contract and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder; (b) Borrower has duly authorized the execution and delivery of this Master Agreement and each Contract by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Master Agreement and each Contract; (c) Borrower will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic; (d) Borrower has complied with such public bidding requirements as may be applicable to this Master Agreement and each Contract and the acquisition by Borrower of the Equipment as provided in each Contract; (e) during the Contract Term, the Equipment will be used by Borrower solely and exclusively for the purpose of performing essential governmental or proprietary functions of Borrower consistent with the permissible scope of Borrower's authority; (f) within 210 days after the end of each Fiscal Period, Borrower will provide Lender with a copy of its audited financial statements for such Fiscal Period, budgets and proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to the ability of Borrower to continue each Contract as may be requested by Lender; (g) Borrower has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule; and (h) during the last ten years prior to the Commencement Date of the applicable Contract, Borrower's governing body has not failed (for whatever reason) to appropriate amounts sufficient to pay its obligations that are subject to termination or non-renewal for failure to appropriate funds.

4. **Tax Covenants and Representations; Tax Indemnity.** Borrower agrees that it will not take any action that would cause the interest portion of Installment Payments under any Contract to be or to become ineligible

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for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action which omission would cause the interest portion of Installment Payments under a Contract to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. Borrower agrees to (a) complete and file in a timely manner an information reporting return with respect to each Contract as required by the Internal Revenue Code of 1986, as amended ("Tax Code"); (b) rebate an amount equal to excess earnings on any escrow or other fund created with respect to a Contract to the federal government if required by, and in accordance with, Section 148(f) of the Tax Code, and make the determinations and maintain the records required by the Tax Code; and (c) so long as any Installment Payments under a Contract remain unpaid, moneys on deposit in any Escrow Fund created with respect to a Contract as provided in Section 11 will not be used in a manner that will cause such Contract to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Tax Code.

Borrower represents to Lender on the date hereof and as of the Commencement Date of each Contract that (i) Borrower has a substantial amount of the power to tax, the power of eminent domain or police power under applicable State law; (ii) neither Borrower nor any agency or unit of Borrower has on hand any property, including cash and securities, that is legally required or otherwise restricted (no matter where held or the source thereof) to be used directly or indirectly to purchase the Equipment under the related Contract; (iii) Borrower has not and will not establish any funds or accounts (no matter where held or the source thereof) the use of which is legally required or otherwise restricted to pay directly or indirectly Installment Payments under a Contract; (iv) Borrower does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the conclusion of the Contract Term of the related Contract; (v) the payment of the Installment Payments or any portion thereof under each Contract is not (under the terms of this Master Agreement or any Contract) directly or indirectly (A) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property or (B) on a present value basis, derived from payments (whether or not to Borrower) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit; (vi) the Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local government unit; (vii) no portion of the purchase price for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Borrower; (viii) Borrower has not entered into any management or other service contract with respect to the use and operation of the Equipment; (ix) Borrower has entered into, or will enter into, each Contract for the purpose of purchasing and acquiring the Equipment and not for the purpose of refinancing any outstanding obligation of Borrower more than 90 days in advance of its payment or prepayment date; and (x) the purchase price for the Equipment has been or will be paid directly by Lender to the supplier thereof, and no portion of the purchase price for the Equipment has been or will be paid to Borrower as reimbursement for any expenditures paid by Borrower more than 60 days prior to the Commencement Date of the applicable Contract or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance the Equipment on a federally tax-exempt basis.

If Borrower takes any action or fails to take any action (including, without limitation, breaching any covenant contained in this Section 4), or makes any misrepresentation herein or in any certificate or document required to be given in connection with this Master Agreement or any Contract, in any case which causes or results in the interest portion of Installment Payments under such Contract to be or become includible in gross income of the owner or owners thereof for federal income tax purposes, Borrower agrees to pay (subject to Section 7) promptly after any such determination of taxability and on each Installment Payment due date thereafter to Lender an additional amount determined by Lender to compensate such owner or owners for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error).

Lender and Borrower intend that each Contract constitute a "conditional sale" for federal income tax purposes and, therefore, Lender and Borrower intend that Borrower be considered the owner of the Equipment under each Contract for federal income tax purposes.

5. Financing Installment Purchase of Equipment. Upon satisfaction of the Funding Conditions set forth in Section 8 with respect to a Contract and execution and delivery of such Contract, Lender advances funds to provide for, and Borrower borrows funds from Lender to finance, Borrower's installment purchase and acquisition of the Equipment in accordance with the terms thereof. The Contract Term for each Contract may be continued, solely at the option of Borrower, at the end of its Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Contract Term set forth in such Contract. At the end of the Original Term and at the end of each Renewal Term the Contract Term shall be automatically extended upon the successive

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appropriation by Borrower's governing body of amounts sufficient to pay Installment Payments and other amounts payable under the related Contract during the next succeeding Fiscal Period until all Installment Payments payable under such Contract have been paid in full, unless Borrower shall have terminated such Contract pursuant to Section 7 or Section 22. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Installment Payments shall be as provided in the applicable Contract.

6. Continuation of Contract Term. Borrower currently intends, subject to Section 7, to continue the Contract Term of each Contract through its Original Term and all of its Renewal Terms and to pay the Installment Payments and other amounts thereunder. Borrower reasonably believes that legally available funds in an amount sufficient to make all Installment Payments and other payments during the maximum Contract Term of each Contract can be obtained. Borrower currently intends to do all things lawfully within its power to obtain and maintain funds from which the Installment Payments 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 provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the applicable Schedule for any Renewal Term is within the discretion of the governing body of Borrower.

7. Non-appropriation. Borrower is obligated only to pay such Installment Payments and other amounts under each Contract as may lawfully be made from funds budgeted and appropriated for that purpose. If Borrower's governing body fails to appropriate sufficient funds in any Fiscal Period to pay Installment Payments and other amounts when due under any Contract during the next succeeding Fiscal Period (a "Event of Non-Appropriation"), then (a) Borrower shall deliver written notice to Lender of such Event of Non-Appropriation at least 30 days prior to the end of the then current Fiscal Period, but failure to deliver such notice shall not extend the Contract Term; (b) on or before the Return Date, Borrower shall cease use of the Equipment covered by the affected Contract and peaceably remove and deliver all (but not less than all) of such Equipment to Lender, at Borrower's expense (from legally available funds) at the location(s) in the United States to be specified by Lender and in the condition required by Section 13; and (c) the affected Contract shall terminate on the Return Date without penalty or expense to Borrower, *provided* that Borrower shall pay all Installment Payments and other amounts payable under the affected Contract for which funds shall have been appropriated, and *provided further* that Borrower shall pay month-to-month rent at the rate set forth in the affected Contract for each month or part thereof that Borrower fails to return the Equipment under the affected Contract as provided in this Section 7. "Return Date" means the last day of the Fiscal Period for which appropriations were made for the Installment Payments due under a Contract.

8. Conditions to Lender's Performance. This Master Agreement is not a commitment by Lender or Borrower to enter into any Contract not currently in effect, and nothing in this Master Agreement is intended or shall be construed to impose any obligation upon Lender or Borrower to enter into any proposed Contract, it being understood that whether Lender or Borrower enters into any proposed Contract shall be a decision solely within their respective discretion. Lender shall have no obligation to pay the purchase price for Equipment to a supplier or deposit any amount into an Escrow Fund as provided in Section 11 unless all reasonable conditions established by Lender ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Borrower has signed and delivered to Lender the Schedule and the related Escrow Agreement (if applicable); (b) no Event of Default or Event of Non-Appropriation shall have occurred and be continuing under any Contract; (c) no material adverse change shall have occurred in the financial condition of Borrower since the date of this Master Agreement; (d) the Equipment to be described in such Schedule is reasonably satisfactory to Lender and is free and clear of any security interests, liens or other encumbrances (except the security interest provided in this Master Agreement to secure Borrower's obligations to Lender under the related Contract); (e) all representations of Borrower in each Contract remain true, accurate and complete; and (f) Lender has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lender: (1) evidence of insurance coverage or self-insurance required by Section 17; (2) an opinion of Borrower's counsel in substantially the form attached as Exhibit C hereto; (3) if any items of Equipment are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles and noting Lender's interest thereon; (4) for Equipment other than motor vehicles, such Uniform Commercial Code financing statements as Lender may require; (5) copies of resolutions by Borrower's governing body duly authorizing the Contract and incumbency certificates for the person(s) who will sign the Contract; (6) such documents, opinions and certificates as Lender may request relating to federal tax-exemption of the interest portion of Installment Payments payable under the Contract, including (without limitation) IRS Form 8038-G or 8038-GC and evidence of the adoption of a reimbursement resolution or other official action in the event that Borrower is to be reimbursed for expenditures that it has paid more than sixty days prior to the date on which the Funding Conditions are satisfied; (7) if applicable, a certificate

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of an authorized official of Borrower designating the Contract as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Tax Code; and (8) such other documents and information previously identified by Lender or otherwise reasonably requested by Lender.

Borrower shall cooperate with Lender in Lender's review of any proposed Contract. Without limiting the foregoing, Borrower will provide Lender with any documentation or information Lender may request in connection with Lender's review of any proposed Contract. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Borrower and other matters related to Borrower. Credit information relating to Borrower may be disseminated among Lender and any of its successors and assigns.

9. Installment Payments. Borrower shall promptly pay "Installment Payments" as described in Exhibit A-1 to each Contract, in lawful money of the United States of America, to Lender on the dates and in such amounts as provided in each Contract. Borrower shall pay Lender a charge on any Installment Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum rate permitted by law, whichever is less, from such date until paid. Installment Payments consist of principal and interest portions as more fully detailed on the Schedule for each Contract. Lender and Borrower understand and intend that the obligation of Borrower to pay Installment Payments under each Contract shall constitute a current expense of Borrower payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Borrower in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Borrower, nor shall anything contained in this Master Agreement or in a Contract constitute a pledge of the general tax revenues, funds or monies of Borrower.

10. INSTALLMENT PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED IN SECTION 7, THE OBLIGATIONS OF BORROWER TO MAKE INSTALLMENT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, DISPUTES WITH ANY SUPPLIER OR VENDOR OF ANY EQUIPMENT OR LENDER, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

11. Delivery and Acceptance by Borrower Borrower shall order the Equipment to be subject to a Contract, cause such Equipment to be delivered and installed at the location specified in such Contract, and pay any and all delivery, installation and other costs in connection therewith. When the Equipment listed in any Contract has been delivered and acceptance tested, Borrower shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lender an Acceptance Certificate (in substantially the form attached hereto as Exhibit B) whereupon, as between Lender and Borrower, the Equipment shall be deemed to have been unconditionally accepted by Borrower for all purposes of the applicable Contract. Subject to satisfaction of the Funding Conditions with respect to the related Contract, Lender shall pay to such supplier or vendor as directed by Borrower on the Commencement Date for such Contract the purchase price for such Equipment in an amount equal to the aggregate principal portion of Installment Payments under the applicable Contract, unless Lender and Borrower otherwise agree in the related Schedule. During the Contract Term of each Contract, Borrower shall be entitled to quiet use and enjoyment of the Equipment identified therein, subject to the terms of the applicable Contract.

As an alternative to acceptance of the Equipment and payment by Lender of the purchase price therefor on behalf of Borrower under a Contract as provided in the next preceding paragraph, Lender and Borrower may agree with respect to a Contract and the Equipment to be acquired and financed thereunder to enter into an escrow agreement (an "Escrow Agreement") relating to such Contract, dated the Commencement Date of such Contract, among Lender, Borrower and the escrow agent therein identified, relating to the creation and administration of an escrow fund (an "Escrow Fund") thereunder. Subject to satisfaction of the Funding Conditions with respect to the related Contract, Lender shall deposit funds into the related Escrow Fund on the Commencement Date for such Contract for payment of the costs to purchase and acquire the Equipment under such Contract, and such funds (including investment earnings thereon) shall be disbursed in accordance with the applicable Escrow Agreement. Borrower shall pay the excess (if any) of the actual costs of purchasing and acquiring the Equipment under a Contract over the amount deposited by Lender in the related Escrow Fund and interest earnings thereon.

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During the Contract Term of each Contract, Borrower shall be entitled to quiet use and enjoyment of the Equipment identified therein, subject to the terms of the applicable Contract.

12. Location; Inspection. Once installed, no item of the Equipment will be moved from the location (or the base location with respect to motor vehicles) specified for it in the related Contract without Lender's prior written consent, which consent shall not be unreasonably withheld. Lender shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

13. Use; Maintenance. Borrower will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Contract. Borrower shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Borrower agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Borrower agrees that it will, at Borrower's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lender shall have no responsibility to maintain, repair or make improvements or additions to the Equipment.

Borrower shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lender.

14. Title. During the Contract Term under each Contract, and so long as Borrower is not in default under Section 24, all right, title and interest in and to each item of the Equipment under the related Contract shall be vested in Borrower immediately upon its acceptance of each item of Equipment, subject to the terms and conditions of the applicable Contract. Upon the occurrence of an Event of Default under a Contract (as provided in Section 24) or upon termination of a Contract pursuant to Section 7, full and unencumbered legal title to the Equipment shall, at Lender's option, pass to Lender, and Borrower shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Borrower shall execute and deliver to Lender such documents as Lender may request to evidence the passage of such legal title to Lender and the termination of Borrower's interest therein, and upon request by Lender shall deliver possession of the Equipment to Lender in accordance with Section 7 or Section 25, as applicable. Upon payment or prepayment of all amounts due and owing under a Contract in accordance with its terms, Lender's security interest or other interest in the Equipment under such Contract shall terminate, and Lender shall execute and deliver to Borrower such documents as Borrower may request to evidence the termination of Lender's security interest in the Equipment subject to the related Contract.

15. Security Interest. To secure the payment and performance of all of Borrower's obligations under each Contract, upon the execution of such Contract, Borrower grants to Lender a security interest constituting a first and exclusive lien on the Equipment subject to such Contract, on the moneys and investments held from time to time in any related Escrow Fund and on any and all proceeds of any of the foregoing. Borrower agrees to execute and deliver such additional documents, in form satisfactory to Lender, which Lender deems necessary or appropriate to establish and maintain its security interest in the Equipment, including, without limitation, such financing statements with respect to personal property under Article 9 of the Uniform Commercial Code in effect in the State and treating such Article 9 as applicable to entities such as Borrower. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated.

16. Liens, Taxes, Other Governmental Charges and Utility Charges. Borrower shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors and keep the Equipment free and clear of all such claims, liens and legal processes except those created by the related Contract. The parties to this Master Agreement contemplate that the Equipment under each Contract will be used for governmental or proprietary purposes of Borrower and that the Equipment will therefore be exempt from all property and other taxes. Nevertheless, Borrower shall pay promptly when due or reimburse Lender for, and hold Lender harmless from: (a) all titling, recordation, filing, registration, documentary stamp and other fees; (b) taxes (other than taxes calculated solely on the basis of Lender's net income), including but not limited to transfer, sales, use, excise, gross receipts, value added and personal property taxes; and (c) assessments and all other charges or withholdings of any nature (together with any penalties, fines or interest on any such fees, taxes, assessments, charges or withholdings) arising at any time relating to the

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Equipment or any Contract or with respect to the use, possession, acquisition, ownership, operation, delivery, return or other disposition of any Equipment or upon the Installment Payments, whether the same be assessed to Lender or Borrower. Borrower and Lender shall cooperate in providing each other with any appropriate resale or governmental exemption certificates, sale-for-lease exemption certificates and other similar documentation, if applicable. Unless otherwise required by applicable law, Borrower shall timely make all filings, reports or returns with respect to any applicable fees and taxes. If Lender is required by applicable law to make any such filing, report or return, Borrower shall promptly notify Lender in writing, provide Lender with all information required in order for Lender to timely file any and all of the same and pay all costs and expenses related thereto from legally available funds. Borrower shall pay all utility and other charges incurred in the use and maintenance of the Equipment as the same may become due.

17. Insurance. At its own expense, Borrower shall during the Contract Term of each Contract maintain (a) casualty insurance insuring the Equipment under such Contract against loss or damage by fire, collision and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lender, in an amount at least equal to the then applicable "Prepayment Price" of the Equipment as described in Exhibit A-1 of each Contract; (b) liability insurance that protects Borrower from liability in all events in form and amount satisfactory to Lender as set forth in the attachment hereto titled "Insurance Coverage Requirements"; and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lender's prior written consent, Borrower may self-insure against the risks described in clauses (a) and (b). Borrower shall furnish to Lender evidence of such insurance or self-insurance coverage throughout the Contract Term of each Contract. Borrower shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lender at least 10 days in advance of such cancellation or modification. Lender shall be named as a loss payee with respect to all casualty insurance described in clause (a) above and as an additional insured with respect to all liability insurance described in clause (b) above.

18. Advances. In the event Borrower shall fail to keep the Equipment in good repair and working order pursuant to Section 13 or to maintain any insurance required by Section 17, Lender may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lender shall constitute additional consideration for the then current Original Term or Renewal Term under the affected Contract, and Borrower agrees to pay such amounts so advanced by Lender with interest thereon from the advance date until paid at the rate of 12% per annum or the maximum rate permitted by law, whichever is less.

19. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Borrower and Lender will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Borrower shall have exercised its option to prepay its obligations under the related Contract pursuant to Section 22. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Borrower.

For purposes of this Section, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to herein, Borrower shall either (i) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds from funds legally available for that purpose, or (ii) prepay its obligations under the related Contract pursuant to Section 22. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after prepaying its obligations under such Contract pursuant to Section 22 shall be retained by Borrower. If Borrower shall make any payments pursuant to this Section, Borrower shall not be entitled to any reimbursement therefor from Lender nor shall Borrower be entitled to any diminution of the amounts payable under Section 9.

20. DISCLAIMER OF WARRANTIES. BORROWER ACKNOWLEDGES THAT LENDER IS NOT THE SUPPLIER OR VENDOR OF ANY OF THE EQUIPMENT. LENDER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT,

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OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED. AS BETWEEN BORROWER AND LENDER, BORROWER ACCEPTS ALL SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. BORROWER AGREES TO SETTLE ALL CLAIMS WITH RESPECT TO THE EQUIPMENT DIRECTLY WITH THE SUPPLIER OR VENDOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST LENDER OR ITS ASSIGNEE. IN NO EVENT SHALL LENDER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF ANY CONTRACT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR BORROWER'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN ANY CONTRACT.

21. Vendor's Warranties. Lender hereby irrevocably appoints Borrower as its agent and attorney-in-fact during the Contract Term of each Contract, so long as Borrower shall not be in default under such Contract, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lender may have against Vendor. The term "Vendor" means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Borrower purchased or is purchasing such Equipment. Borrower's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lender. Any such matter shall not have any effect whatsoever on the rights or obligations of Lender with respect to any Contract, including the right to receive full and timely Installment Payments and other payments under each Contract. Borrower expressly acknowledges that Lender makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

22. Prepayment Option. Borrower shall have the option to prepay all, but not less than all, its obligations under a Contract, upon giving written notice to Lender at least 30 days before the prepayment date, at the following times and upon the following terms: (a) on the Installment Payment due dates specified in such Contract, upon payment in full of the Installment Payments then due and all other amounts then owing under such Contract plus the then applicable Prepayment Price as referenced in Exhibit A-1 to such Contract, which may include a premium on the unpaid principal balance; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in such Contract, on the day specified in Borrower's notice to Lender of its exercise of the prepayment option upon payment in full to Lender of the Installment Payments then due and all other amounts then owing under such Contract plus the then applicable Prepayment Price plus accrued interest from the immediately preceding Installment Payment due date to such prepayment date.

23. Assignment. Lender's right, title and interest in and to each Contract, including Installment Payments and any other amounts payable by Borrower thereunder and all proceeds therefrom, may be assigned and reassigned at any time and from time to time to one or more assignees or subassignees by Lender without the necessity of obtaining the consent of Borrower. During the term of this Master Agreement, Borrower shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Tax Code. For this purpose, Borrower appoints Lender to act as its registration agent, which appointment Lender hereby accepts. Lender agrees on Borrower's behalf to maintain such record of all assignments. Borrower agrees to execute all documents that may be reasonably requested by Lender or any assignee to protect its interests and property assigned pursuant to this Section. Borrower shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Borrower may have against Lender or Vendor. Assignments may include without limitation assignment of all of Lender's security interest in and to the Equipment listed in a particular Contract and any related Escrow Fund and all rights in, to and under the Contract related to such Equipment and any related Escrow Agreement. Borrower hereby agrees that Lender may, without notice to Borrower, sell, dispose of, or assign any particular Contract or Contracts through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in a Contract or Contracts, or in the Equipment listed in or the Installment Payments under a particular Contract or Contracts.

None of Borrower's right, title and interest in, to and under any Contract or any portion of the Equipment listed in any Contract or in any Escrow Fund may be assigned, subleased, or encumbered by Borrower for any reason without obtaining prior written consent of Lender, which consent may be withheld, conditioned or delayed in the sole discretion of Lender. Any purported assignment, sublease or encumbrance without Lender's prior written consent shall be null and void.

24. Events of Default. Any of the following events shall constitute an "Event of Default" under a Contract: (a) failure by Borrower to (i) pay any Installment Payment or other payment required to be paid under such Contract at the time specified therein or (ii) maintain insurance as required under such Contract; (b) failure by Borrower to observe and perform any covenant, condition or agreement contained in this Master Agreement or such Contract

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on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Borrower by Lender, unless Lender shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lender will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Borrower within the applicable period and diligently pursued until the default is corrected; (c) any statement, representation or warranty made by Borrower in or pursuant to any Contract shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; (d) Borrower institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Borrower or any of its property; or (e) an Event of Default occurs under any other Contract.

25. Remedies on Default. Whenever any Event of Default exists under a Contract, Lender shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Borrower, Lender may declare all Installment Payments payable by Borrower pursuant to such Contract and other amounts payable by Borrower under such Contract to the end of the then current Original Term or Renewal Term to be immediately due and payable; (b) with or without terminating the Contract Term under such Contract, Lender may enter the premises where the Equipment listed in such Contract is located and retake possession of such Equipment or require Borrower at Borrower's expense to promptly return any or all of such Equipment to the possession of Lender at such place within the United States as Lender shall specify, and sell such Equipment or, for the account of Borrower, lease such Equipment, continuing to hold Borrower liable, but solely from legally available funds, for the difference between (i) the Installment Payments payable by Borrower pursuant to such Contract and other amounts related to such Contract or the Equipment listed therein that are payable by Borrower to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale or leasing (after deducting all expenses of Lender in exercising its remedies under such Contract, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 7. The exercise of any such remedies in respect of any such Event of Default shall not relieve Borrower of any other liabilities under any other Contract or the Equipment listed therein; (c) Lender may terminate any Escrow Agreement relating to such Contract and apply any proceeds in the Escrow Fund thereunder to the Installment Payments under such Contract; and (d) Lender may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Contract or as a secured party in any or all of the Equipment and any related Escrow Fund. Any net proceeds from the exercise of any remedy under a Contract (after deducting all costs and expenses described in this Section) shall be applied as follows: (i) if such remedy is exercised solely with respect to a single Contract, Equipment listed in such Contract or rights thereunder, then to amounts due pursuant to such Contract and other amounts related to such Contract or such Equipment; or (ii) if such remedy is exercised with respect to more than one Contract, Equipment listed in more than one Contract or rights under more than one Contract, then to amounts due pursuant to such Contracts pro-rata.

26. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lender is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lender to exercise any remedy reserved to it in Section 25 it shall not be necessary to give any notice other than such notice as may be required in Section 25.

27. Notices. All notices or other communications under any Contract shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lender (as Borrower's registration agent as provided in Section 23).

28. General Indemnification. To the fullest extent permitted by State law, Borrower shall indemnify, defend and hold harmless Lender from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, attorney's fees and expenses and court costs and expense) arising out of or as result of (a) entering into this Master Agreement or any Contract or any of the transactions contemplated hereby or thereby, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or

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return of any item of Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant of Borrower or any material representation of Borrower contained in this Master Agreement or a Contract. The indemnification and obligations arising under this Section shall be payable solely from funds legally available for such purpose and shall continue in full force and effect notwithstanding the full payment of all obligations under all Contracts or the termination of the Contract Term under all Contracts for any reason.

29. Miscellaneous Provisions. Each Contract shall inure to the benefit of and shall be binding upon Lender and Borrower and their respective successors and assigns. References herein to "Lender" shall be deemed to include successors and each of Lender's assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 23. In the event any provision of any Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. Each Contract may be amended by mutual written consent of Lender and Borrower. Each Contract and this Master Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Master Agreement and in each Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Master Agreement or any Contract. This Master Agreement and each Contract shall be governed by and construed in accordance with the laws of the State

30. Waiver of Jury Trial. Borrower expressly waives any and all right to a jury trial in any dispute regarding or arising out of this Agreement.

SIGNATURE ON NEXT PAGE

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In Witness Whereof, Lender and Borrower have caused this Master Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lender:

MERCEDES-BENZ FINANCIAL SERVICES USA LLC
14372 Heritage Parkway
Fort Worth, TX 76177

By: _____

Name: _____

Title: _____

Borrower:

CITY OF DEADWOOD, SD

By: _____
DAVID R. RUTH, JR., MAYOR

Address for Borrower:
102 SHERMAN ST.
DEADWOOD, South Dakota 57732

EXHIBIT A

EQUIPMENT SCHEDULE
SCHEDULE NO. 801-3209995-000

RE: MASTER INSTALLMENT PURCHASE AGREEMENT NO. **3209995** dated as of **September 7, 2021** ("Master Agreement"), between **MERCEDES-BENZ FINANCIAL SERVICES USA LLC** ("Lender") and **CITY OF DEADWOOD, SD** ("Borrower"). All terms used and not otherwise defined herein have the meanings ascribed to them in the Master Agreement.

For purposes of the Contract created hereby, the following items of Equipment are hereby included under this Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Master Agreement.

At least ninety-five percent of the amount advanced under the Contract created hereby will be used to finance assets that are capitalizable for federal income tax purposes.

DESCRIPTION OF EQUIPMENT			
Quantity	Description	Model No./Serial No.	Location
SEE ATTACHED EXHIBIT 1- EQUIPMENT DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.			

The Installment Payments shall be in such amounts and payable on such Installment Payment due dates as set forth in the Installment Payment Schedule attached to this Schedule as Exhibit A-1 and incorporated herein by this reference, subject to adjustment upon the occurrence of a determination of taxability as provided in Section 4 of the Master Agreement.

CONTRACT TERM: The Contract Term shall consist of the Original Term and the number of consecutive Renewal Terms for payment of the scheduled Installment Payments shown on the Installment Payment Schedule, with the final Renewal Term ending on the first day after the last scheduled Installment Payment due date, subject to earlier termination pursuant to the Master Agreement.

APPLICATION OF ADVANCED FUNDS: The amount for the Equipment listed in this Schedule to be paid to **I-STATE TRUCK CENTER**, as Vendor, or reimbursed to Borrower is **\$148,005.00**.

IF MOTOR VEHICLES ARE BEING FINANCED:

Registration. Any Equipment that is a motor vehicle is to be registered and titled as follows:

- (a) Registered Owner: **CITY OF DEADWOOD, SD**
- (b) Lienholder: **BANK OF AMERICA, NATIONAL ASSOCIATION AND ITS ASSIGNS**
P.O. BOX 1943
CHICAGO, IL 60690-1943

Borrower shall be responsible for the correct titling of all Equipment financed under the Contract created hereby. Borrower will cause the original Certificates of Title to be delivered to Lender for retention in Lender's files throughout the Contract Term of the Contract created hereby.

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Borrower hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Agreement (particularly Sections 3 and 4 thereof) are true, accurate and complete as though made on the Commencement Date. Borrower acknowledges and agrees that Lender has acted solely for its own account in connection with the Contract and not as a municipal advisor, financial advisor, agent or fiduciary to Borrower or any other person or entity. Borrower further represents and warrants that (a) no material adverse change has occurred in the financial condition of Borrower since the dated date of the Master Agreement; (b) no Event of Default has occurred and is continuing under any Contract currently in effect; (c) no Event of Non-Appropriation under any Contract currently in effect is threatened; (d) the Equipment listed in this Schedule is essential to the functions of Borrower or to the services Borrower provides its citizens; (e) Borrower has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Borrower only for the purpose of performing one or more of Borrower's governmental or proprietary functions consistent with the permissible scope of its authority; and (f) Borrower has made its own determination to enter into the Contract created hereby and the terms hereof in reliance on the advice of its own financial, accounting, tax, legal and other advisors. **The terms and provisions of the Master Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.**

Dated: September 7, 2021

Lender:

MERCEDES-BENZ FINANCIAL SERVICES USA LLC
14372 Heritage Parkway
Fort Worth, TX 76177

By: _____

Name: _____

Title: _____

Borrower:

CITY OF DEADWOOD, SD

By: _____
DAVID R. RUTH, JR., MAYOR

CITY OF DEADWOOD, SD
EQUIPMENT SCHEDULE
SCHEDULE No. 801-3209995-000

EXHIBIT 1

EQUIPMENT DESCRIPTION

EQUIPMENT LOCATION: 67 DUNLAP AVE., DEADWOOD, SD 57732

COST	QUANTITY	DESCRIPTION	MODEL NO.	VIN No.
\$148,005.00	1 (ONE)	FREIGHTLINER – TRUCK	108SD	3ALDG5FE7NDN5953
\$148,005.00				

CITY OF DEADWOOD, SD
EQUIPMENT SCHEDULE
SCHEDULE No. 801-3209995-000

EXHIBIT A-1

INSTALLMENT PAYMENT SCHEDULE

Payment No.	Due Date	Installment Payment Amount	Interest Portion	Principal Portion	Outstanding Principal Balance	Prepayment Price
Commencement Date: 09/07/21						
1	09/07/2022	27,740.43	5,676.41	22,064.02	125,940.98	127,841.40
2	09/07/2023	27,740.43	4,830.19	22,910.24	103,030.74	104,334.26
3	09/07/2024	27,740.43	3,951.52	23,788.91	79,241.83	80,048.71
4	09/07/2025	27,740.43	3,039.15	24,701.28	54,540.55	54,958.98
5	09/07/2026	27,740.43	2,091.78	25,648.65	28,891.90	29,038.44
6	09/07/2027	30,000.00	1,108.10	28,891.90	0.00	0.00
Grand Totals		168,702.15	20,697.15	148,005.00		

PREPAYMENT PRICE SCHEDULE: The Prepayment Price on each Installment Payment due date shall be the amount set forth for such Installment Payment due date in the "Prepayment Price" column of the Installment Payment Schedule shown above. The Prepayment Price is in addition to all Installment Payments then due under this Schedule (including the Installment Payment shown on the same line in the Installment Payment Schedule).

COMMENCEMENT DATE: September 7, 2021

Borrower:

CITY OF DEADWOOD, SD

By: _____
DAVID R. RUTH, JR., MAYOR

EXHIBIT B

PLEASE COMPLETE EITHER FINAL OR PARTIAL ACCEPTANCE, AS APPLICABLE

FINAL ACCEPTANCE CERTIFICATE

Re: Schedule No. **801-3209995-000**, dated **September 7, 2021**, that incorporates by reference the terms and provisions of the Master Installment Purchase Agreement No. 3209995 dated as of **September 7, 2021**, between **MERCEDES-BENZ FINANCIAL SERVICES USA LLC**, as Lender, and **CITY OF DEADWOOD, SD**, as Borrower.

In accordance with the Master Installment Purchase Agreement described above (the "Master Agreement"), the undersigned Borrower hereby certifies and represents to, and agrees with Lender as follows:

- (1) All of the Equipment listed in the above-referenced Schedule (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Borrower has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Borrower is currently maintaining the insurance coverage required by Section 17 of the Master Agreement.
- (4) (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Contract currently in effect; (b) no material adverse change has occurred in the financial condition of Borrower since the dated date of the Master Agreement; and (c) no Event of Non-appropriation under any Contract currently in effect has been threatened.

Borrower:

CITY OF DEADWOOD, SD

By: _____
DAVID R. RUTH, JR., MAYOR

Acceptance Date: _____

> OR <

PAYMENT REQUEST and PARTIAL ACCEPTANCE CERTIFICATE

MERCEDES-BENZ FINANCIAL SERVICES USA LLC is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in Exhibit A to the Master Installment Purchase Agreement referenced above.

Quantity	Serial Number/Description:	Amount:

Payee: _____

Payee's Federal ID Number: _____

Borrower hereby certifies and represents to and agrees with Lender as follows: (i) the equipment described above has been delivered, installed and accepted on the date hereof; (ii) Borrower has conducted such inspection and/or testing of said equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said equipment for all purposes; (iii) Borrower is currently maintaining the insurance coverage required by Section 17 of the Master Agreement; (iv) no event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default exists at the date hereof under any Contract currently in effect; (v) no material adverse change has occurred in the financial condition of Borrower since the dated date of the Master Agreement; and (vi) no Event of Non-appropriation under any Contract currently in effect has been threatened.

CITY OF DEADWOOD, SD

By: _____
Signature

Dated: _____

Title: _____

PLEASE RETURN PAYMENT REQUEST TO:

MERCEDES-BENZ FINANCIAL SERVICES USA LLC
c/o BAPCC, LLC, Servicing Agent
Attn: Katherine M. Graiber
540 W. Madison St., IL4-540-22-30
Chicago, IL 60661

EXHIBIT D

ACCEPTANCE OF INSTALLMENT PAYMENT OBLIGATION

Re: Schedule No. **801-3209995-000** dated **September 7, 2021** that incorporates by reference the terms and provisions of the Master Installment Purchase Agreement No. **3209995** dated as of **September 7, 2021**, between **MERCEDES-BENZ FINANCIAL SERVICES USA LLC**, as Lender, and **CITY OF DEADWOOD, SD**, as Borrower.

In accordance with the Master Installment Purchase Agreement No. **3209995** described above (the "Master Agreement"), the undersigned hereby acknowledges and represents that:

All or a portion of the Equipment (as such term is defined in the Master Agreement) listed in the above-referenced Schedule (the "Schedule") has not been delivered, installed, or available for use and has not been placed in service as of the date hereof;

Borrower acknowledges that Lender has agreed to set aside funds in an amount sufficient to provide financing (to the extent requested by Borrower and agreed to by Lender) for the Equipment listed in the Schedule (the "Financed Amount");

The Financed Amount is set forth as the "Total Principal Portion" of Installment Payments in the Installment Payment Schedule attached to the Schedule as Exhibit A-1 ("Exhibit A-1"); and

Borrower agrees to execute a Payment Request Form, attached to the Master Agreement as Exhibit B, authorizing payment of the Financed Amount, or a portion thereof, for each disbursement of funds.

NOTWITHSTANDING that all or a portion of the Equipment has not been delivered to, or accepted by, Borrower on the date hereof, Borrower warrants that:

(a) Borrower's obligation to commence Installment Payments as set forth in Exhibit A-1 is absolute and unconditional as of the Commencement Date of the Schedule and on each date set forth in Exhibit A-1 thereafter, subject to the terms and conditions of the Master Agreement;

(b) Immediately upon delivery and acceptance of all the Equipment, Borrower will notify Lender of Borrower's final acceptance of the Equipment by delivering to Lender a "Final Acceptance Certificate" in the form set forth as Exhibit B to the Agreement;

(c) In the event that any surplus amount remains from the funds set aside or an Event of Non-appropriation under the Master Agreement occurs, any amount then remaining shall be applied or distributed in accordance with Lender's standard servicing procedures, which includes, but is not limited to, application of the remaining amount to the next Installment Payment and other amounts due; and

(d) Regardless of whether Borrower delivers a Final Acceptance Certificate, Borrower shall be obligated to pay all Installment Payments (including principal and interest) as they become due as set forth in Exhibit A-1, subject to the terms of the Master Agreement.

(e) Borrower understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned shall be retained by Lender in consideration of managing the internal escrow account.

AGREED TO on **September 7, 2021**

Borrower:

CITY OF DEADWOOD, SD

By: _____
DAVID R. RUTH, JR., MAYOR

INSURANCE COVERAGE REQUIREMENTS

LENDER: MERCEDES-BENZ FINANCIAL SERVICES USA LLC, and its successors, transferees and assigns

BORROWER: **CITY OF DEADWOOD, SD**

1. In accordance with Section 17 of the Master Agreement No. 3209995, we have instructed the insurance agent named below:

<u>SD PUBLIC ASSURANCE ALLIANCE</u>	Telephone: <u>(800) 658-3633</u>
<u>208 ISLAND DR.</u>	Fax: _____
<u>FT. PIERRE, SD 57532</u>	Contact: _____
_____	Email: <u>pnichols.sdpaa@sdmunicipalleague.org</u>

- a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming MERCEDES-BENZ FINANCIAL SERVICES USA LLC and/or its successors, transferees and assigns, as loss payee.
Coverage Required: Prepayment Price
- b. Public Liability Insurance evidenced by a Certificate of Insurance naming MERCEDES-BENZ FINANCIAL SERVICES USA LLC and/or its successors, transferees and assigns as Additional Insured.
Minimum Coverage Required: \$1,000,000.00
- c. Workers compensation coverage as required by the laws of the State: provided that, with Lender's prior written consent, Borrower may self-insure against the risk described in clauses.

OR

2. Pursuant to Section 17 of the Master Agreement No. 3209995, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

Proof of insurance coverage will be provided prior to the time the Equipment is delivered to us.

PLEASE LIST NAME & ADDRESS AS FOLLOWS:
 MERCEDES-BENZ FINANCIAL SERVICES USA LLC and/or its assigns
 c/o BAPCC, LLC, Servicing Agent
 Attn: Katherine M. Graiber, Mail Code IL 4-540-22-30
 540 W. MADISON ST.
 Chicago, IL 60661

Borrower:

CITY OF DEADWOOD, SD

By: _____
DAVID R. RUTH, JR., MAYOR

PAYMENT INSTRUCTIONS

Pursuant to the Master Installment Purchase Agreement No. **3209995** dated as of **September 7, 2021** (the "Master Agreement"), the terms and provisions of which are incorporated by reference into Schedule No. **801-3209995-000**, dated **September 7, 2021**, between **MERCEDES-BENZ FINANCIAL SERVICES USA LLC** (the "Lender") and **CITY OF DEADWOOD, SD** (the "Borrower"), the Borrower hereby acknowledges the obligations to make Installment Payments promptly when due, in accordance with Exhibit A-1 to such Schedule.

BORROWER NAME: CITY OF DEADWOOD, SD **TAX ID#:** 46-6000091

INVOICE MAILING ADDRESS: 108 SHERMAN ST. , DEADWOOD, SD 57732

Mail invoices to the attention of: RHONDA MCGRATH Phone (605) 578-3082 Fax _____

Approval of Invoices required by: _____ Phone _____ Fax _____

Accounts Payable Contact: _____ Phone _____ Fax _____

Processing time for Invoices: _____ Approval: _____ Checks: _____

Do you have a Purchase Order Number that you would like included on the invoice No Yes PO# _____

Do your Purchase order numbers change annually? No Yes Processing time for new purchase orders: _____

Borrower:

CITY OF DEADWOOD, SD

By: _____
DAVID R. RUTH, JR., MAYOR

CERTIFICATE OF SIGNATURE AUTHORITY OF BORROWER

September 7, 2021

MERCEDES-BENZ FINANCIAL SERVICES USA LLC
c/o BAPCC, LLC, Servicing Agent
Attn: Katherine M. Graiber
540 W. MADIOSN ST, IL4-540-22-30
Chicago, IL 60661

RE: Master Installment Purchase Agreement No. **3209995** dated **September 7, 2021** (the "Master Agreement"), between **CITY OF DEADWOOD, SD** ("Borrower") and **MERCEDES-BENZ FINANCIAL SERVICES USA LLC**, ("Lender").

Dear MERCEDES-BENZ FINANCIAL SERVICES USA LLC,

I do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the **CITY OF DEADWOOD, SD**, a body corporate and politic duly organized and existing under the laws of the state of **South Dakota**, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (a) the signatures set opposite their respective names and titles are their true and authentic signatures, and (b) such officers are the duly authorized persons or have the authority on behalf of such entity to enter into Master Agreement described above and separate Schedules relating thereto from time to time as provided in the Master Agreement and to execute Acceptance Certificates, Disbursement Requests, and other documents relating to the Master Agreement and such Schedules.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
DAVID R. RUTH, JR.	MAYOR	_____

I further certify that the fiscal year of Borrower is from _____ to _____.

IN WITNESS WHEREOF, I have duly executed this Certificate this ___ day of _____, 20__.

(Secretary/Clerk)
Someone other than the person signing the documents

BANK QUALIFIED DESIGNATION

SCHEDULE NO. 801-3209995-000 DATED SEPTEMBER 7, 2021 TO MASTER INSTALLMENT PURCHASE AGREEMENT NO. 3209995 DATED SEPTEMBER 7, 2021

Borrower hereby represents and certifies the following (please check one):

Bank Qualified

- Borrower has designated, and hereby designates, this Contract as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). In making that designation, Borrower hereby certifies and represents that:
- As of the date hereof in the current calendar year, neither Borrower nor any other issuer on behalf of Borrower has designated more than \$10,000,000 of obligations (including this Contract) as "qualified tax-exempt obligations";
 - Borrower reasonably anticipates that the total amount of tax-exempt obligations (including this Contract) to be issued by or on behalf of Borrower (or allocated to Borrower) during the current calendar year will not exceed \$10,000,000;
 - The Contract will not be at any time a "private activity bond" as defined in Section 141 of the Code;
 - The Contract is not subject to control by any entity and there are no entities subject to control by Borrower; and
 - Not more than \$10,000,000 of obligations of any kind (including the Contract) issued by, on behalf of or allocated to Borrower will be designated for purposes of Section 265(b)(3) of the Code during the current calendar year.

Non-Bank Qualified

- Borrower has not designated this Contract as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

Borrower:

CITY OF DEADWOOD, SD

By: _____
DAVID R. RUTH, JR., MAYOR

ACKNOWLEDGEMENT OF BOARD APPROVAL

Board:	DEADWOOD CITY COMMISSION
Date of Board Meeting:	September 7, 2021
Borrower:	CITY OF DEADWOOD, SD
Lender:	Mercedes-Benz Financial Services USA LLC
Master Installment Purchase Agreement:	Master Installment Purchase Agreement No. 3209995 dated September 7, 2021
Contract:	Schedule No. 801-3209995-000 dated September 7, 2021 to the Master Installment Purchase Agreement
Installment Payments:	Five (5) Annual Payments in the amount of \$27,740.43 each followed by One (1) BALLOON Payment of \$30,000.00
Equipment to be purchased:	See attachment for details
Cost not to exceed:	\$148,005.00
Rate of interest:	3.835% Note: If the interest rate listed above is a promotional rate of interest, the original purchase price of the equipment may be discounted to reach an equivalent payment amount at a market rate of interest.

A motion was offered by _____, seconded by _____, and carried by a vote of _____ to _____ to approve entering into a Master Installment Purchase Agreement with Mercedes-Benz Financial Services USA LLC for the purpose of purchasing, via a financing contract, the equipment listed on the attachment. The cost shall not exceed the figure specified above.

Borrower has or will comply with applicable property acquisition laws, public bidding requirements, and open meeting laws in connection with the Master Installment Purchase Agreement and the transactions contemplated thereby. Borrower is a political subdivision or agency of the State of **South Dakota** within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into, and perform its obligations under, the Contract.

The Master Installment Purchase Agreement and the Contract have been or will be duly authorized, executed, and delivered by Borrower. It is the intention of the Board that the above Contract shall constitute a legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except to the extent limited by state and federal laws affecting creditors' remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

Capitalized terms herein shall have the same meanings as in the Contract unless otherwise provided herein.

I certify the above Contract is approved by the Board.

By: _____
Board Member Signature

Name: _____

Title: _____

Date: _____

BOB NELSON, JR.
CITY OF DEADWOOD, SD
102 SHERMAN ST.
DEADWOOD, South Dakota 57732

RE: EQUIPMENT SCHEDULE NO. 801-3209995-000 DATED SEPTEMBER 7, 2021 TO MASTER
INSTALLMENT PURCHASE AGREEMENT 3209995 DATED SEPTEMBER 7, 2021 BY AND BETWEEN
THE CITY OF DEADWOOD, SD ("BORROWER") AND MERCEDES-BENZ FINANCIAL SERVICES USA
LLC ("LENDER")

Dear BOB NELSON, JR.,

NOTICE OF ASSIGNMENT

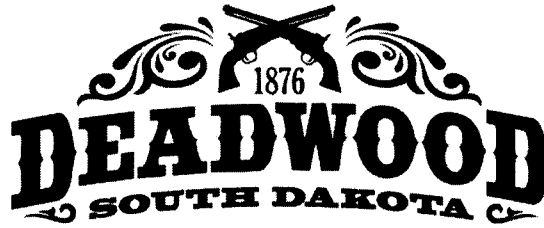
Reference is hereby made to that certain Equipment Schedule No. 801-3209995-000 dated September 7, 2021 together with all Exhibits and attachments thereto incorporated into and made a part of a certain Master Installment Purchase Agreement No. 3209995 dated as of September 7, 2021 (the "IPA"), between Mercedes-Benz Financial Services USA LLC ("Assignor") and CITY OF DEADWOOD, SD ("Borrower").

Assignor hereby gives Borrower notice that Assignor has sold and assigned to BANA ("Assignee"), whose offices are at 540 W. Madison St., IL4-540-22-30, Chicago, Illinois, 60661, all right, title, interest and obligations of Assignor in and to (a) the IPA, and (b) the Equipment financed thereunder (the "Equipment").

From and after the date of this Notice, all payments of principal and interest and other sums now or hereafter becoming due pursuant to the IPA or with respect to the Equipment shall continue to be paid to Mercedes-Benz Financial Services USA LLC at the following address: P.O. Box 405874, Atlanta, GA 30384-5874, or to such other address as Assignee may specify from time to time in writing.

Date: September 7, 2021

MERCEDES-BENZ FINANCIAL SERVICES USA LLC
Assignor



Deadwood City Hall
102 Sherman Street
Deadwood, South Dakota 57732
Telephone (605) 578-2600
Fax (605) 722-0786

September 7, 2021

MERCEDES-BENZ FINANCIAL SERVICES USA LLC
c/o BAPCC, LLC, Servicing Agent
Attn: Katherine M. Graiber
540 W. MADISON ST., IL4-540-22-30
Chicago, IL 60661

Re: Equipment Schedule No. 801-3209995-000 dated September 7, 2021, to Master Installment Purchase Agreement No. 3209995 dated as of September 7, 2021 between MERCEDES-BENZ FINANCIAL SERVICES USA LLC as lender, and CITY OF DEADWOOD, SD, as borrower- Essential Use of Equipment.

To Whom It May Concern:

This letter is to confirm and affirm that the personal property (the "Equipment") subject to the above-referenced Agreement is essential to the governmental functions of Borrower.

The Equipment will be used by Borrower for the purpose of performing one or more of Borrower's governmental functions consistent with the permissible scope of Borrower's authority and not in any trade or business carried on by any person other than Borrower.

Very truly yours,

Borrower:

CITY OF DEADWOOD, SD

By: _____
DAVID R. RUTH, JR., MAYOR

cc: BAPCC, LLC
as Agent for MERCEDES-BENZ FINANCIAL SERVICES USA LLC