

## SCHEDULE "A" Agreement between TLG Leasing, Inc. dba TLG Peterbilt-PacLease (hereinafter PacLease") and City of Republic (hereinafter "Customer")

Schedule No. Lease Dated

Location

02/08/2023 TLG Leasing, Inc. **SCHEDULE A** 

Page 1 of 2

## THIS SCHEDULE "A" AGREEMENT IS SUBJECT TO AND INCORPORATES BY REFERENCE THE MASTER VEHICLE LEASE AND SERVICE TERMS FOR CUSTOMER DATED 02/08/2023.

	]	VEHICLE DES	CRIPTION			SPECIFICA	TIONS	
			Max GVW and/or GCW	Licensed			A:	xles
Qty.	Year	Make / Model / Type	(lbs)	Weight (lbs)	Engine	Transmission	Front	Rear
3	2024	Peterbilt 548 Tandem-Axle Truck Straight Truck	66000	66000	PACCAR PX-9 251-350 HP	Allison 3500RDS	PACCAR 20,000	Dana Spicer 46,000 Tandem (6X4)
		L	EASE TERMS			ETVs	LEASE SERVI	CES

			LEASE T	ERMS					ETVs	LEA:	SE SERVICES	,
Term In	Fixed Charge	Consumer Price	Payment	Mileage Rate	Reefe	r Rate (\$)	Schedule "A"					
Mos.	(\$)	Index	Timing	(\$) Per Miles	Reefer	Standby	Original Value (\$)	Mo	%	Service	Party Responsible	Amount Included
84	\$3,665.00	293.700	Monthly in Advance	\$0.0000	\$0.000	\$0.000	\$238,089.11	12 24 36 48 60 72 84	106.12%	Annual Licensing Cost Annual PacTrac Communication Fees FHVUT Fuel Tax Reporting Liability Insurance Local Sales Tax Permitting Personal Property Tax Physical Damage Insuran Regional Sales Tax Repainting & Relettering Substitute Vehicles Vehicle Washing	PacLease PacLease Paclease Paclease Customer Customer Paclease PacLease	\$0.00 \$0.00 \$342.00 Included \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

Schedule A excludes tires and maintenance of the dump body, hydraulic system, plow and spreader.	Base State of Licensing:
	Prorated States:
	1

Jpdated 10/2022	Customer Initials:	Date:	

1. It is agreed that the Schedule A Original Value, Depreciation and Fixed Charge set forth on this Schedule A are based upon manufacturer's quoted price for the Vehicle(s) as of the date of execution by Customer of this Schedule A. In the event the manufacturer's quoted price for such Vehicle(s) is increased prior to the In-Service Date of the Vehicle(s). Customer agrees that for each \$50 increase in price (or fraction thereof), the following shall be increased accordingly:

Schedule A Original Value \$50.00 Fixed Charge Per Month \$1,30 Monthly Depreciation \$0.65

2. It is agreed that the rate of interest as of the date of Customer signature of this Schedule A is 4.50% as set forth by the two-year U.S. Treasury rate as published in the Wall Street Journal. In the event the interest rate should increase or decreases prior to the In-Service Date of the Vehicle(s), Customer agrees that for each quarter-point change (0.25%) in the interest rate, the fixed charge per month will be adjusted \$20.52.

3. Insurance

Liability

Responsibility

Combined Single Limits
Excess or Umbrella

Customer \$1,000,000.00 Per Occurrence

\$0.00 Per Occurrence

Physical Damage Insurance

Responsibility

Customer

Maximum Deductible(s):

\$2,500.00Comprehensive/Collision

If PacLease has responsibility for the coverage described in this paragraph, a copy of the insurance policy is available for inspection at its office upon request of Customer, and Customer, being an insured under said policy agrees to comply with and be bound by all the terms, conditions, liabilities and restrictions thereof, all of which are hereby incorporated by reference and made a part hereof as though fully set forth at length, including those terms, conditions and restrictions of which no specific mention is made hereunder.

4. The Vehicle(s) listed on this Schedule shall be domiciled at the following address:

213 N Main Avenue

Republic

Missouri, United States, 65738

The Vehicle(s) leased under this Schedule "A" Agreement shall be serviced/maintained at the following address:

TLG Leasing, Inc. 3026 North Mulroy Strafford Missouri, United States, 65757

TLG	Leasing,	Inc.	dba	TLG	Peterbilt-Pac	Lease
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(PacLease)
(Signature) Mike Napoliello / Director and VP of TLG Leasing Inc
(Print Name & Title of Signing Authority)
(Date Signed)

- 6. <u>Minimum Annual Distance</u>: Customer agrees that each of the Vehicle(s) described on this Schedule "A" Agreement will be operated a minimum of 22,500 Miles within each 12 month period (the "Minimum Annual Distance"). If miles actually operated during the period are less than the Minimum Mileage, Customer shall pay, in addition to regular mileage charges, for the number of miles less than the Minimum Annual Distance at a rate of \$0.1000 per Miles.
- 7. Maximum Mileage. Customer agrees that each of the Vehicle(s) described on this Schedule "A" Agreement will be operated a maximum of 27,500 Miles within each 12 month period (the "Maximum Mileage"). If miles actually operated during the period are more than the Maximum Mileage, Customer shall pay, in addition to regular mileage charges, for the number of miles in excess of the Maximum Mileage at a rate of \$0.1000 per Miles.
- 8. Maximum Engine Hours: Customer agrees that each of the Vehicle(s) described on this Schedule "A" Agreement will be operated a maximum number of engine hours within each 12-month period (the "Maximum Engine Hours"). The Maximum Engine Hours shall be calculated as follows: the Maximum Mileage (as set forth in Paragraph 7) divided by 35, if engine hours actually operated during the period are more than the Maximum Engine Hours, Customer shall pay, in addition to regular mileage/under mileage/over mileage charges, for the number of engine hours in excess of the Maximum Engine Hours at a rate of \$0.0000 per engine hour
- 9. <u>Maximum Refrigeration Hours</u>: Customer agrees that each of the Vehicle(s) described on this Schedule "A" Agreement equipped with a refrigeration unit will be operated a maximum of 0 engine hours and 0 standby hours within each 12 month period (the "Maximum Refrigeration Hours"). If refrigeration hours actually operated are more than the Maximum Refrigeration Hours, Customer shall pay, in addition to regular hourly refrigeration charges, as follows: \$0.000 per engine running hour and \$0.000 per standby hour,
- 10. In-Service Notification and Vehicle Ownership. At the time of vehicle in-service. Customer will be provided an in-service notification that will list unit numbers, in-service date(s) and 17-digit serial number(s). The in-service notification, when provided, is hereby incorporated by reference into this Schedule "A" Agreement. The owner of the Vehicle(s) covered by this Schedule "A" Agreement is PACCAR Leasing Company, unless otherwise specified in the in-service notification or otherwise specified by PacLease in writing.
- 11. GPS Devices. Customer acknowledges and agrees that: (a) each Vehicle may be equipped with a GPS device that is owned by PacLease ("GPS Device"); (b) PacLease has the right to monitor each Vehicle through the GPS Device; (c) PacLease will have access to information regarding the use and operation of each Vehicle, including, but not limited to, information regarding the Vehicle's location, speed, distance traveled and operation ("Vehicle Data"); and (d) PacLease may, subject to applicable law, use the Vehicle Data to, among things: (i) monitor Vehicle performance and detect issues; (ii) repair and maintain the Vehicle: and (iii) communicate with Customer regarding its account with PacLease; (iv) enforce the Lease; and (v) comply with court orders and subpoenas. Customer agrees that it will not, or authorize any third party to, after, disconnect, tamper with or remove the GPS Device from any Vehicle

BY ITS EXECUTION OF THIS SCHEDULE "A" AGREEMENT, CUSTOMER AUTHORIZES AND DIRECTS PACLEASE TO ORDER AND PURCHASE THE VEHICLE(S) DESCRIBED HEREIN, AND CUSTOMER IRREVOCABLY AGREES TO ACCEPT THE VEHICLE(S) UPON DELIVERY AND FULFILL ITS OBLIGATIONS UNDER THE LEASE.

City of Republic
(Customer)
(Signature) Garrett Brickner, Assistant BUILDS Administrator
(Print Name & Title of Signing Authority)
(Date Signed)



SCHEDULE "A" Agreement between TLG Leasing, Inc. dba TLG Peterbilt-PacLease (hereinafter PacLease") and City of Republic (hereinafter "Customer") Schedule No. Lease Dated

Location

02/08/2023

TLG Leasing, Inc.

## **SCHEDULE A**

Page 1 of 2

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			VEHICLE	DESCRIPTION			SPECIFICA'	TIONS	
				Max GVV	• •				Axles
Qty.	Year	Mak	e / Model / Type	and/or GO (lbs)	CW Licensed Weight (lbs)	Engine	Transmission	Front	Rear
1	2024		37 Single-Axle aight Truck	66000	66000	PACCAR PX-9 251-350 HP	Allison 3500RDS	Meritor 12,000	Meritor 21,000 Single(4X4)
				LEASE TERMS			ETVs	LEASE SER\	/ICES
Terr	m In F	Fixed Charge	Consumer Price	Payment Mileag	Reefer Rate	Schedule "A"			

			LEASE !	CIVINO				L	EIVS	LEAG	DE SEKVICES	
Term In	Fixed Charge	Consumer Price		Mileage Rate	Reefe	Rate (\$)	Schedule "A"					
Mos.	(\$)	Index	Timing	(\$) Per Miles	Reefer	Standby	Original Value (\$)	Mo	%	Service I	Party Responsible	Amount Included
84	\$3,115.00	293.700	Monthly in Advance	\$0,0000	\$0.000	\$0.000	\$206,408.35	12 24 36 48 60 72 84	105.39% 95.66% 85.22% 73.95% 61.82% 48.75% Return to PacLease	Annual Licensing Cost Annual PacTrac Communication Fees FHVUT Fuel Tax Reporting Liability Insurance Local Sales Tax Permitting Personal Property Tax Physical Damage Insurance Regional Sales Tax Repainting & Relettering Substitute Vehicles Vehicle Washing	PacLease PacLease Paclease Paclease Customer Customer Paclease PacLease	\$0.00 \$0.00 \$342.00 Included \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

Schedule A excludes tires and maintenance of the dump body, hydraulic system, plow and spreader.	Base State of Licensing:
	Prorated States:

Hadeted 10/2022	Customer Initials:	Date:
Updated 10/2022	customer initials.	Date.

Page 2 of 2

1. It is agreed that the Schedule A Original Value, Depreciation and Fixed Charge set forth on this Schedule A are based upon manufacturer's quoted price for the Vehicle(s) as of the date of execution by Customer of this Schedule A. In the event the manufacturer's quoted price for such Vehicle(s) is increased prior to the In-Service Date of the Vehicle(s), Customer agrees that for each \$50 increase in price (or fraction thereof), the following shall be increased accordingly:

Schedule A Original Value \$50.00 Fixed Charge Per Month \$1.30 Monthly Depreciation \$0.65

2. It is agreed that the rate of interest as of the date of Customer signature of this Schedule A is 4.50% as set forth by the two-year U.S. Treasury rate as published in the Well Street Journal. In the event the interest rate should increase or decreases prior to the In-Service Date of the Vehicle(s). Customer agrees that for each quarter-point change (0.25%) in the interest rate, the fixed charge per month will be adjusted \$17.79.

3, Insurance

Liability

Responsibility

Customer

Combined Single Limits

\$1,000,000.00 Per Occurrence

Excess or Umbrella \$0.00 Per Occurrence

Physical Damage Insurance

Responsibility

Customer

Maximum Deductible(s):

\$2,500,00Comprehensive/Collision

If PacLease has responsibility for the coverage described in this paragraph, a copy of the insurance policy is available for inspection at its office upon request of Customer, and Customer, being an insured under said policy agrees to comply with and be bound by all the terms, conditions, liabilities and restrictions thereof, all of which are hereby incorporated by reference and made a part hereof as though fully set forth at length, including those terms, conditions and restrictions of which no specific mention is made hereunder.

4. The Vehicle(s) listed on this Schedule shall be domiciled at the following address:

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(PacLease)
(Signature) Mike Napoliello / Director and VP of TLG Leasing Inc
Mike Napoliello / Director and VI of IEO Leasing Inc
(Print Name & Title of Signing Authority)
(Date Signed)

- 6. <u>Minimum Annual Distance</u>: Customer agrees that each of the Vehicle(s) described on this Schedule "A" Agreement will be operated a minimum of 22,500 Miles within each 12 month period (the "Minimum Annual Distance"). If miles actually operated during the period are less than the Minimum Mileage, Customer shall pay, in addition to regular mileage charges, for the number of miles less than the Minimum Annual Distance at a rate of \$0.1000 per Miles.
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Customer)	
Signature)	
Sarrett Brickner,	Assistant BUILDS Administrator

(Date Signed)

(Print Name & Title of Signing Authority)

City of Republic