

Prepared For: City of Keller

Date 02/21/2019
AE/AM J5B

Unit #

Year 2019 **Make** Ford **Model** F-650 Diesel

Series Base Crew Cab Base

Vehicle Order Type Ordered **Term** 60 **State** TX **Customer#** 460651

\$ 128,954.21	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges <u>6.2500%</u> State <u>TX</u>
\$ 158.50	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 325.00	Other: (See Page 2)
\$ 129,436.71 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive(Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Oxford White

Interior Color (0 I) Gray

Lic. Plate Type Unknown

GVWR 0

\$ 1.00	Total Capitalized Amount (Delivered Price)
\$ 0.02	Depreciation Reserve @ <u>2.1000%</u>
\$ 134.94	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 134.96	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0000 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000%

State

\$ 134.96 Total Monthly Rental Including Additional Services

\$ -0.20 Reduced Book Value at 60 Months

\$ 500.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 5,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Keller

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Utility Body General Body Quote 037262-00	C	\$ 36,342.00
Air Compressor XP185 with Generator	C	\$ 24,061.00
Defender supply Mount to headache rack 48" Sound off light bar (traffic advisor, amber & blue splits, take downs, alley lights on right & left, 6 swtich control box mounted on dash) 2) Blue and amber ions in rear 3) amber vertex in front	C	\$ 4,549.49
Door Decal	C	\$ 285.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 65,237.49
Aftermarket Equipment Total		\$ 65,237.49

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 325.00
Other Charges Total		\$ 325.00

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT TO MASTER EQUITY LEASE AGREEMENT (this "Amendment") is made and entered into as of the , by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Keller ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to certain Master Equity Lease Agreement dated 31st day of Aug, 2018, as amended (the "Agreement"; all capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Agreement as amended by this Amendment); and

WHEREAS, Lessor and Lessee desire to amend the Agreement in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Notwithstanding the last sentence of Section 1 of the Agreement, Lessor and Lessee hereby agree that, solely for federal, state and local income tax purposes, the lease by Lessor to Lessee under the Agreement of following Vehicles (the "Specified Vehicles") will be treated as a conditional sale rather than a true lease and that Lessee will be treated as the owner of the Vehicle solely for such income tax purposes:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Quote #</u>
2019	Ford	F-650 Diesel	3979611

The Agreement and this Amendment have the specific intent of creating a conditional sale rather than a true lease with respect to the vehicles listed above, and by design, give appropriate consideration to tax statutes, Regulations, Court decisions, and IRS rulings and positions. In recognition of that intent, each of Lessor and Lessee hereby further agrees that it will not take any action or file any return or other document inconsistent with such tax treatment or with the ownership of the Specified Vehicles by Lessee solely for such income tax purposes.

Notwithstanding the foregoing, or anything else in this Amendment, the Agreement or any Schedule to the contrary, and given the inherent uncertainty that exists with respect to any advertised tax result or outcome, Lessee hereby acknowledges and agrees that Lessor makes no representation, warranty or covenant that any tax authority will not assert a contrary position or assert that (a) the lease of the Specified Vehicles by Lessor to Lessee is a true lease for tax purposes, (b) Lessee is not the owner of the Specified Vehicles for tax purposes and/or (c) Lessee is not entitled to claim any depreciation or recovery deduction for tax purposes with respect to the Specified Vehicles. Lessee shall be solely liable for any and all costs and expenses, including, without limitation, any and all attorneys' fees, incurred in contesting any such treatment of the lease of the Specified Vehicles as other than a conditional sale and shall keep Lessor informed, in writing, of any dispute with any tax authority as to the tax treatment of the lease of the Specified Vehicles.

2. All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the 31st day of Aug, 2018

Enterprise FM Trust (Lessor)

City of Keller ("Lessee")

By: Enterprise Fleet Management, Inc., its attorney in fact

By _____
Title: _____

By _____
Title: _____

VEHICLE INFORMATION:

2019 Ford F-650 Diesel Base Crew Cab Base - US
Series ID: W6D

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 62,659.00	\$ 72,230.00
Total Options	\$ 4,562.72	\$ 5,070.00
Destination Charge	\$ 1,995.00	\$ 1,995.00
Total Price	\$ 69,216.72	\$ 79,295.00

SELECTED COLOR:

Exterior: YZ - (0 P) Oxford White
Interior: E - (0 I) Gray

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
12	12 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection	\$ 36.72	\$ 0.00
17A	200 Amp Denso SC5 Heavy Duty Alternator	Included	Included
17M	Back-Up Alarm - Electric, 102 dBA	\$ 98.00	\$ 110.00
218WB	218" Wheelbase/108" CA/70" AF/327" OAL	\$ 384.00	\$ 430.00
41H	Engine Block Heater, Phillips, 120 Volt/750 Watt	\$ 54.00	\$ 60.00
425	50-State Emissions	NC	NC
43A	8,500 lb. Cap. Non-Driving - Dana D-850F	STD	STD
44G	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, less PTO Provision - Park Pawl determined by Rear Axle Ratio and Tire Size	STD	STD
472	17,500 lb. Single-Speed - Dana S17-140	STD	STD
534	Single Channel - Straight 'C' 12.64 SM, 50,000 PSI	STD	STD
54H	Mirrors, Dual - Rectangular, XL2020 - 96" Width	STD	STD
55P	110 A/C Outlet - in Lower Center Finish Panel	\$ 89.00	\$ 100.00
57B	Engine Exhaust Brake	Included	Included
586	Radio, Electronic Premium AM/FM Stereo, Disc	\$ 250.00	\$ 280.00
59F	Four Body Builder Switches - Mounted in Center Instrument Panel	Included	Included
600A	Preferred Equipment Package 600A	NC	NC
61C	Taper-Leaf Springs, Parabolic - 10,000 lb. Cap	\$ 112.00	\$ 125.00
63A	Battery - Two 750 CCA, 1500 Total, Includes Steel Battery Box	STD	STD
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole	STD	STD
65E	Fuel Tank - LH 65 Gallon Rectangular - Aluminum	STD	STD
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole	STD	STD
67J	Hydraulic Brake System - Bosch HydroMax	Included	Included
68M	Multi-Leaf Springs - 19,000 lb. Cap	STD	STD
766	Bumper, Front - Black, Full Width	Included	Included
86A	Painted Grille - Plastic	Included	Included
87C	60/40 Rear Bench Seat w/Flip-Up Cushion and Fold-Down Back	STD	STD
88A	30/0/30 Fixed Driver & Fixed Passenger w/Console - Vinyl	STD	STD
90P	Power Equipment Group - (Included in (90A) Appearance Group)	\$ 420.00	\$ 470.00
91G	Under Cab, Right Side Outlet, Switchback-Style	STD	STD
99X	6.7L Power Stroke V8 Turbo Diesel - 330 HP @ 2600 RPM	\$ 3,119.00	\$ 3,495.00
E_01	(0 I) Gray	NC	NC
FLOOR	Floor Covering - Black Vinyl	Included	Included
FRSEAL	Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals	Included	Included
HOOKS	Tow Hooks, Front (2) - Frame-Mounted, Painted Black	Included	Included
LIGHTS	Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights	Included	Included
OIL	Intelligent Oil Life Monitor	Included	Included
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD	STD

RCG	Tires, Rear Four 11R22.5G Goodyear Endurance RSA (496 rev/mile)	STD	STD
REGEN	Manual Regen Initiation - Driver Interface in Message Center	Included	Included
RRSEAL	Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals	Included	Included
STDBODY	Body Builder Wiring - At Back of Cab, Combined	Included	Included
STEER	Steering Wheel - Black PVC w/Integral Cruise Control Switches	Included	Included
TCG	Tires, Front Two 11R22.5G Goodyear Endurance RSA (496 rev/mile)	STD	STD
TILT	Steering Column - Tilt	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Driver And Passenger Mirror: manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: trailer mirrors
Side Steps: yes
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers
Front Tow Hooks: 2 front tow hooks
Front Mud Flaps: front and rear mud flaps
Body Material: composite/galvanized steel body material
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Steering Wheel: steering wheel with manual tilting
Front Cupholder: front cupholder
Floor Console: partial floor console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Power Accessory Outlet: 2 12V DC power outlets
AC Power Outlet: 1 AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan, single in-dash CD player
MP3 Player: CD-MP3 decoder
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: aero-composite halogen headlamps
Cab Clearance Lights: cab clearance lights
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with delay
Front Reading Lights: rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS: four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Type: hydraulic disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Height Adjustable Seatbelts: height adjustable front seatbelts

Seats And Trim:

Seating Capacity max. seating capacity of 5

Driver Seat Mounted Armrest: driver and passenger seat mounted armrests

Rear Seat Type: rear 60-40 bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Shift Knob Trim: urethane shift knob

Standard Engine:

Engine 330-hp, 6.7-liter V-8 (diesel)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual