AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City"), and between JPMORGAN CHASE BANK, N.A. ("Lessor"), a national banking association.

WITNESSETH:

WHEREAS, the City and the Lessor previously entered into Equipment Lease Purchase Agreement (the "Lease") dated May 24, 2022 relating to the lease purchase by the City from the Lessor of certain equipment ("Equipment") described in the Lease; and

WHEREAS, the Equipment from one Vendor needs to be revised to accommodate changes in Equipment to ensure the Equipment is in compliance with Colorado Department of Transportation requirements; and

WHEREAS, The changes in the Equipment will change the corresponding payments;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

- 1. The revised Equipment schedule, including the revisions for Vendor Hardline, is attached hereto and incorporated herein as **Exhibit A-2** and all references to "Exhibits A and A-1" are hereby amended to read "**Exhibits A, A-1, and A-2, as applicable**".
- 2. The revised Acceptance Certificates for payment under Schedule C of the Escrow Agreement are attached hereto as **Exhibit B-1** and incorporated herein to replace Acceptance Certificates 13-27 for **Exhibit B** and all references to "**Exhibit B**" are hereby amended to read "**Exhibit B as modified by Exhibit B-1**".
- 3. The revised Release of Equipment is attached hereto and incorporated herein to replace Exhibit D in its entirety as **Exhibit D-1** and all references to "**Exhibit D**" are hereby amended to read "**Exhibit D-1**"
- 4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

Remainder of page left intentionally blank.
Signatures and Exhibits Follow

IN WITNESS WHEREOF, the parties have se Denver, Colorado as of:	t their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER:
ATTEST:	By:
	_
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:
Attorney for the City and County of Denver By:	By:
	By:

FINAN-202265653-01/ 202262871-01

JPMORGAN CHASE BANK

Contract Control Number:

Contractor Name:

Contract Control Number: Contractor Name:

FINAN-202265653-01/202262871-01 JPMORGAN CHASE BANK

By:
Name: Meron Gola
(please print)
Title: Authorized Officer
(please print)
ATTEST: [if required]
By:
Name:
(please print)
Title:
(please print)

2022 City an	nd County of Denver Capi	tal Lease Supplier and Equi	oment Sun	nmary							
SUPPLIER GROUP ID (# OF 8)	SUPPLIER	EQUIPMENT/ LINE ITEMS	UNITS	UNIT COST	EXTENDED COST	AMENDED UNITS	AMENDED UNIT COST	AMENDED EXTENDED COST	AMENDED COST CHANGE	LOCATION IN USE	Useful Life (Years)
1	Amrep Manufacturing Company, LLC.	AMHASLTPO-19 / HX450ASL, 36-Yd, Zero Radius, Full-Eject Automated Side Loader WITH OPTIONS	21	\$ 138,148.00	\$ 2,901,108.00	21	\$ 138,148.00	\$ 2,901,108.00	\$ -	As needed at 5440 Roslyn Street, Building C, Denver, CO 80216; or 1271 W. Bayaud Ave., Bldg. 5, Denver, CO 80223; or 7301 E. Jewell Ave., Denver, CO, 80232	10
2 (See Exhibit A-1 for discount details)	Front Range Fire Apparatus Apparatus being manufactured in: Appleton Wisconsin	Pierce Velocity 100' Platform	1	\$ 1,368,170.00	\$ 1,368,170.00	1	\$ 1,368,170.00	\$ 1,368,170.00	\$ -	Fire Station 23, 850 S. Federal Blvd., Denver, CO 80219	15
		Pierce Velocity Pumper	2	\$ 688,882.50	\$ 1,377,765.00	2	\$ 688,882.50	\$ 1,377,765.00	\$ -	1st Pumper-Fire Station 12, 2575 Federal Blvd., Denver, CO 80211 2nd Pumper-Fire Station 9, 4400 Brighton Blvd., Denver, CO 80216	
3	Hardline Equipment LLC	Dulevo 6000 High Dump* Manufactured in Dulevo International VIA G.GUARESCHI 1 43012 FONTANELLATO Italy	9	\$ 268,036.97	\$ 2,412,332.73	9	\$ 268,036.97	\$ 2,412,332.73	\$ -	As needed at 5440 Roslyn Street, Building C, Denver, CO 80216; or 1271 W. Bayaud Ave., Bidg. 5, Denver, CO 80223; or 7301 E. Jewell Ave., Denver, CO, 80232	6
		*Container Odd Unit Freight Cost	1	\$ 5,794.05	\$ 5,794.05	1	\$ 5,794.05	\$ 5,794.05	\$ -		N/A
	DENNIS EAGLE manufactured in: Dennis Eagle Inc. 104 G Pinnacle Way, Summerville South Carolina SC 29483	2023 Dennis Eagle Pro View single steer (Left Hand Drive) cab and chassis equipped Cummins L9 350HP (8.9 liter in line diesel)	5	\$ 236,240.95	\$ 1,181,204.75	5	\$ 235,490.95	\$ 1,177,454.75	\$ (3,750.00)	All as needed at 5440 Roslyn Street, Building C, Denver, CO 80216; or 1271 W. Bayaud Ave., Bldg. 5, Denver, CO 80223; or 7301 E. Jewell Ave., Denver, CO, 80232	10
		2023 Dennis Eagle Pro View single steer (Left HandDrive) cab and chassis Cummins L9 350HP (8.9 liter (CNG-EPA, CARB 2018 L9N 8.9L))	3	\$ 279,422.20	\$ 838,266.60	0	\$ -	\$ -	\$ (838,266.60)	All as needed at 5440 Roslyn Street, Building C, Denver , CO 80216; or 1271 W. Bayaud Ave, Bldg. 5, Denver, CO 80223; or 7301 E. Jewell Ave., Denver, CO, 80232	10
		2023 Dennis Eagle Pro View single steer (Left Hand Drive) cab and chassis equipped Cummins L9 350HP (8.9 liter inline diesel)	13	\$ 236,240.95	\$ 3,071,132.35	16	\$ 235,490.95	\$ 3,767,855.20	\$ 696,722.85	All as needed at 5440 Roslyn Street, Building C, Denver, CO 80216; or 1271 W. Bayaud Ave., Bldg. 5, Denver, CO 80223; or 7301 E. Jewell Ave., Denver, CO, 80232	10
		2023 Dennis Eagle Pro View single steer (Left Hand Drive) cab and chassis equipped Cummins L9 350HP (8.9 liter inline diesel)**	4	\$ 226,355.20	\$ 905,420.80	4	\$ 225,605.20	\$ 902,420.80	\$ (3,000.00)	As needed at 5440 Roslyn Street, Building C, Denver, CO 80216; or 1271 W. Bayaud Ave., Bidg. 5, Denver, CO 80223; or 7301 E. Jewell Ave., Denver, CO, 80232	10
4	Kois Brothers Equipment CO., Inc.	Durapack 5000-25 Yard High Compaction Rear Loader**	4	\$ 129,658.29	\$ 518,633.16	4	\$ 129,658.29	\$ 518,633.16	\$ -	As needed at 5440 Roslyn Street, Building C, Denver, CO 80216; or 1271 W. Bayaud Ave., Bldg. 5, Denver, CO 80223; or 7301 E. Jewell Ave., Denver, CO, 80232	10
5	Neverest Equipment CompanyLLC	Mathieu:AZURA FLEX MC 210 sweeper KUBOTA STAGE V/TIER 4 (Transit Speed 25 MPH)MATMC210AZXT5 The factory this machine is built is Matheiu Fayat 85 Rue Sébastien Choulette, Toul, Grand-Est, 54200, France.	1	\$ 234,554.00	\$ 234,554.00	1	\$ 234,554.00	\$ 234,554.00	\$ -	As needed at 5440 Roslyn Street, Building C, Denver, CO 80216; or 1271 W. Bayaud Ave., Bldg. 5, Denver, CO 80223; or 7301 E. Jewell Ave., Denver, CO, 80232	6
6	OJ WATSON COMPANY, INC.	TANDEM DUMPS BODY ONLY NEW MTE MEDIUM V PLOW	4	\$ 151,216.12	\$ 604,864.48	4	\$ 151,216.12	\$ 604,864.48	\$ -	As needed at 5440 Roslyn Street, Building C, Denver, CO 80216; or 1271 W. Bayaud Ave., Bldg. 5, Denver, CO 80223; or 7301 E. Jewell Ave., Denver, CO, 80232	10

	TANDEM DUMPS MANUFACTURED IN:Monroe Truck Equipment 1051 West 7th Street Monroe, WI. 53566	TANDEM DUMPS BODY ONLY EXISTING CCD MEDIUM V PLOW	7	\$ 119,320.47	\$ 835,243.29	7	\$ 119,320.47	\$ 835,243.29	\$ -	As needed at 5440 Roslyn Street, Building C, Denver, CO 80216; or 1271 W. Bayaud Ave., Bldg. 5, Denver, CO 80223; or 7301 E. Jewell Ave., Denver, CO, 80232	10
		TANDEM DUMPS BODY ONLY EXISTING CCD 10' STRAIGHT BLADE MTE PLOW	2	\$ 119,320.47	\$ 238,640.94	2	\$ 119,320.47	\$ 238,640.94	\$ -	As needed at 5440 Roslyn Street, Building C, Denver, CO 80216; or 1271 W. Bayaud Ave., Bldg. 5, Denver, CO 80223; or 7301 E. Jewell Ave., Denver, CO, 80232	10
	SWEPPERS MANUFACTURERD IN SCHWARZE INDUSTRIES INC 1055 JORDAN ROAD HUNTSVILLE ,AL35811 USA 256-851-1283	STREET SWEEPER BODY ONLY	2	\$ 234,347.00	\$ 468,694.00	2	\$ 234,347.00	\$ 468,694.00	\$ -	As needed at 5440 Roslyn Street, Building C, Denver, CO 80216; or 1271 W. Bayaud Ave., Bldg. 5, Denver, CO 80223; or 7301 E. Jewell Ave., Denver, CO, 80232	10
7	TRANS-WEST, INC	Tandem Plows (Cab and Chassis) Configuration 2 Freightliner 1145D	13	\$ 126,679.00	\$ 1,646,827.00	13	\$ 126,679.00	\$ 1,646,827.00	\$ -	As needed at 5440 Roslyn Street, Building C, Denver, CO 80216; or 1271 W. Bayaud Ave., Bldg. 5, Denver, CO 80223; or 7301 E. Jewell Ave., Denver, CO, 80232	10
	Freightliner Trucks Manfacturing Plants 11550 Statesville Blvd, Cleveland, NC 27013 1800 North Main Street Mt. Holly, NC 28120 KM 23.7 Carretera La Marquesa a Tenango CP 52600 Santiago Tianguistenco Edo de Mexico, Mexico 011-52-72-79-2574	Trash Tractor (Configuration 3) Freighliner Cascadia	4	\$ 155,904.00	\$ 623,616.00	4	\$ 155,904.00	\$ 623,616.00	\$ -	As needed at 5440 Roslyn Street, Building C, Denver, CO 80216; or 1271 W. Bayaud Ave, Bldg. 5, Denver, CO 80223; or 7301 E. Jewell Ave., Denver, CO, 80232	10
		Street Sweeper (Cab and Chassis) Configuration 2 Freightliner 114SD	2	\$ 100,295.00	\$ 200,590.00	2	\$ 100,295.00	\$ 200,590.00	\$ -	As needed at 5440 Roslyn Street, Building C, Denver, CO 80216; or 1271 W. Bayaud Ave., Bldg. 5, Denver, CO 80223; or 7301 E. Jewell Ave., Denver, CO, 80232	6
8	Wagner Equipment Co.	New PM822 Cold Planner	1	\$ 779,562.00	\$ 779,562.00	1	\$ 779,562.00	\$ 779,562.00	\$ -	As needed at 5440 Roslyn Street, Building C, Denver, CO 80216; or 1271 W. Bayaud Ave., Bldg. 5, Denver, CO 80223; or 7301 E. Jewell Ave., Denver, CO, 80232	10
		New 140 Steering wheel/lever Motor Grader	1	\$ 329,624.00	\$ 329,624.00	1	\$ 329,624.00	\$ 329,624.00	\$ -	As needed at 5440 Roslyn Street, Building C, Denver, CO 80216; or 1271 W. Bayaud Ave., Bldg. 5, Denver, CO 80223; or 7301 E. Jewell Ave., Denver, CO, 80232	10
		New 914 Compact Wheel Loader	1	\$ 185,107.00	\$ 185,107.00	1	\$ 185,107.00	\$ 185,107.00	\$ -	As needed at 5440 Roslyn Street, Building C, Denver, CO 80216; or 1271 W. Bayaud Ave., Bldg. 5, Denver, CO 80223; or 7301 E. Jewell Ave., Denver, CO, 80232	10
		CDAND TOTAL									

GRAND TOTAL

<u>TOTAL</u> \$ 20,727,150.15 \$ 20,578,856.40 \$ (148,293.75)

Exhibit A-1

Front Range Fire A	pparatus Equipment - Pay-on-Oı	der Discount De	tail
	Pierce Velocity 100' Platform	Pierce Velocity Pumper	Total
Chassis Price	\$532,456.00	\$846,296.00	\$1,378,752.00
Full Vehicle Price	\$1,412,670.00	\$1,420,265.00	\$2,832,935.00
Discount with Chassis Only Pay-on- Order	\$15,508.00	\$24,649.00	\$40,157.00
Discount with Full Vehicle Pay-on- Order	\$44,500.00	\$42,500.00	\$87,000.00
Discounted Chassis Price	\$516,948.00	\$821,647.00	\$1,338,595.00
Discounted Full Vehicle Price	\$1,368,170.00	\$1,377,765.00	\$2,745,935.00

									-			
Marcha M												Amended Price
State		SUPPLIER			UNIT COST 0	riginal EXTENDED COST	AMENDED UNIT COST	AMENDED EXTENDED COST	Delivery Notes -DOTI FLEET		1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	
Market M	1	Amrep Manufacturing Company, LLC.	Radius, Full-Eject Automated Side Loade		\$ 138,148.00 \$	2,901,108.00	\$ 138,148.00	\$ 2,901,108.00				
										Certficate		
	2	Front Range Fire Apparatus	Pierce Velocity 100' Platform	1 5	\$ 1,368,170.00 \$	1,368,170.00	\$ 1,368,170.00	\$ 1,368,170.00		дту	1	3
Part			Pierce Velocity Pumper	2 \$	\$ 688,882.50 \$	1,377,765.00	\$ 688,882.50	\$ 1,377,765.00				
										QTY	2 SUPPLIER TOTAL> 5	2,745,935.00 \$ -
											<u>\$ 1,377,765.00</u>	
Part	3	Hardline Equipment LLC							March 31			
Part			*Container Odd Unit Freight Cost	1 5	\$ 5,794.05 \$			i \$ 5,794.05		Certficate		
Market M					\$ 236,240.95 \$	1,181,204.75	\$ 235,490.95	i \$ 1,177,454.75				
			Cummins L9 350HP (8.9 liter in line diesel	1)					2 Per Month Starting July	Unit Price Certficate	\$ 235,490.95 \$ 235,490.95 \$ 235,490.95	Total Certficates Sum
Part			2023 Dennis Eagle Pro View single steer	ic				<u> </u>				
State Stat			L9 350HP (8.9 liter (CNG-EPA, CARB 2018	3 9	\$ 279,422.20 \$	838,266.60	\$ -	\$ -	2 Per Month Starting July	Unit Price Certficate	\$ · \$ ·	Total Certficates Sum
Part										Total	<u> </u>	\$ (838,266.60)
Control Cont			(Left Hand Drive) cab and chassis equippe	ed 13 \$	\$ 236,240.95 \$	3,071,132.35	\$ 235,490.95	\$ 3,767,855.20	2 Per Month Starting July	Unit Price	\$ 235,490.95 \$ 235,490.95 \$ 235,490.95 \$ 235,490.95 \$ 235,490.95 \$ 235,490.95 \$ 235,490.95 \$ 235,490.95 \$ 235,490.95	
Control Cont										Total	\$ 470,981.90 \$ 235,490.95 \$ 470,981.90 \$ 470,981.90 \$ 470,981.90 \$ 470,981.90 \$ 470,981.90 \$ 235,490.95	3,767,855.20 \$ 696,722.85
Part			(Left Hand Drive) cab and chassis equippe	ed 4 \$	\$ 226,355.20 \$	905,420.80	\$ 225,605.20	902,420.80				
Market M										Certficate	\$ 451,210.40 \$ 451,210.40	902,420.80 \$ (3,000.00)
State Stat	4	Kois Brothers Equipment CO., Inc.	Durapack 5000-25 Yard High Compaction Rear Loader**	4 5	\$ 129,658.29 \$	518,633.16	\$ 129,658.29	\$ 518,633.16				
Part									2 at a time			Total Certficates Sum
Marcha M	5	Neverest Equipment CompanyLLC	KUBOTA STAGE V / TIER 4 (Transit Speed	d 1 \$	\$ 234,554.00 \$	234,554.00	\$ 234,554.00	\$ 234,554.00	All at one time			1 0
State Stat			LJ III I I I I I I I I I I I I I I I I I						PSI W OTC. SITTLE	Unit Price Certficate	<u>\$ 234,554.00</u>	Total Certficates Sum
	6	OJ WATSON COMPANY, INC.	TANDEM DUMPS BODY ONLY NEW MTE MEDIUM V PLOW	4 \$	\$ 151,216.12 \$	604,864.48	\$ 151,216.12	9 \$ 604,864.48		QTY	1 1 1 1	4 0
SOUTH CONTINGENOMEN T 1938 S 1938										Unit Price Certficate Total	\$ 151,216.12 \$ 151,216.12 \$ 151,216.12 \$ 151,216.12 \$ 151,216.12 \$ 151,216.12 \$ 2	
Configuration Configuratio Configuration Configuration Configuration Configuration			BODY ONLY EXISTING CCD MEDIUM V	7 \$	\$ 119,320.47 \$	835,243.29	\$ 119,320.47	\$ 835,243.29		ΩТΥ	1 1 1 1 1 1	7 0
SOFT OF TRANSMET PER NUMBER 2 5 153,000 7 234,000 5 234,000 5 234,000 7 200										Unit Price Certficate Total	\$ 119,320.47 \$ 119	
Vision V			BODY ONLY EXISTING CCD 10' STRAIGHT	7 2 \$	\$ 119,320.47 \$	238,640.94	\$ 119,320.47	\$ 238,640.94		дту	1 1	2 0
BOY ONLY 2 5 234,347.00 5 465,694.00 5 234,347.00 5 465,694.00 5 234,347.00 5 234,3										Unit Price Certficate Total		Total Certficates Sum
All at one time QTY Unit Price Unit Price Unit Price Unit Price Sum Trandem Plows Trandem Plows (Cab and Chassis) Configuration 2 Fright Installation 13 Fright Installation 14 Frig				2 5	\$ 234,347.00 \$	468,694.00	\$ 234,347.00	\$ 468,694.00		_		
Tandem Plows (Cab and Chassis) Configuration 2 Fighther 1182 7 TRANS-WEST, INC Configuration 2 Fighther 1182 Figh			BODY ONLY						All at one time	QTY Unit Price Certficate Total	\$ 234,347.00 \$ 234,347.00	Total Certficates Sum
Configuration 2 2 3 120,07500 3 1,000,0210 3 1,000,0210 3 1,000	_											
	7	TRANS-WEST, INC	Configuration 2	13 \$	\$ 126,679.00 \$	1,646,827.00	\$ 126,679.00	1,646,827.00		QTY Unit Price	13 \$ 126,679.00	13 0 Total Certficates Sum

Wagner Equipment Co. New PM822 Cold Planner 1 \$ 779,562.00 \$ 779,562.00 \$ 779,562.00 \$ 779,562.00 \$ 779,562.00 \$ 779,562.00 \$ 779,562.00 \$ 185,107.0								Certficate Total	1,646,827.00		
Class and Chassist) 2 5 100,295 00 5 200,590 00 5 200,590 00 7 200,590 00 200,5		(Configuration 3)	4 \$ 155,904.00 \$	623,616.00 \$	155,904.00	\$ 623,616.00	All at one time	QTY Unit Price Certficate Total	\$ 155,904.00		
New 140 Steering wheel/lever Motor Grader 1 \$ 329,624.00 \$ 329,624.00 \$ 329,624.00 \$ 329,624.00 \$ 329,624.00 \$ 329,624.00 \$ 329,624.00 \$ 185,107.00		(Cab and Chassis) Configuration 2	2 \$ 100,295.00 \$; 200,590.00 \$	100,295.00 \$	\$ 200,590.00	All at one time		\$ 100,295.00	SUPPLIER TOTI.	AL>
New 914 Compact Wheel Loader 1 \$ 185,107.00	Wagner Equipment Co.	New 140 Steering wheel/lever Motor							1		
			1 \$ 185,107.00 \$	185,107.00 \$	185,107.00	\$ 185,107.00		QTY Unit Price	1	SUPPLIER TOTA	حا،
		GRAND TOTAL	ć	\$ 20,727,150.15		\$ 20,578,856.40					

EXHIBIT B-1 ESCROW AMENDMENT AGREEMENT

THIS ESCROW AMENDMENT AGREEMENT, dated as of December ___, 2022, amending the Escrow Agreement dated May 24, 2022 (as amended hereafter "Escrow Agreement"), is by and among JPMORGAN CHASE BANK, N.A., a national banking association ("Lessor"); CITY AND COUNTY OF DENVER, COLORADO, a home rule municipality ("City"); and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as escrow agent hereunder ("Escrow Agent").

BACKGROUND

- A Lessor and City have entered into an Amendment Equipment Lease Purchase Agreement (as amended, the "Lease"), dated the date hereof due to changes in equipment provided by Vendor Hardline. The changes will need to be reflected in the payments to the Vendor.
- B. Escrow Agent has agreed to accept, hold, and disburse the funds previously deposited with it and the earnings thereon in accordance with the terms of the Escrow Agreement.
- C. Changes to the Acceptance Certificates 14 through 51 of this Escrow Agreement are required to allow the Excrow Agent to make a corrected payments from the special trust fund designated "May 24, 2022 Equipment Lease Purchase Agreement Acquisition Fund" (the "Acquisition Fund") held and administered by the Escrow Agent in trust for the benefit of the Lessor and the City in accordance with the Escrow Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

- 1. The revised Acceptance Certificates numbered 14-27 are attached hereto and incorporated herein as **Scehedule C-1** and all references to "Schedule C" are hereby amended to read "**Schedule C and C-1** as applicable".
- 2. The revised Acceptance Certificates numbered 14 through 27 In Schedule C-1 replace the Acceptance Certificates numbered 14 through 27 at Schedule C in the Escrow Agreement dated May 24, 2022 in their entirety. No other Acceptance Certificates are revised.
 - 3. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

Remainder of page left intentionally blank

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed as of the date first above written.

JPMORGAN CHASE BANK, N.A.
By:
Name: James Polpiboon
Title: Authorized Officer
CITY AND COUNTY OF DENVER
By:
Name:
Title:
U.S. BANK NATIONAL ASSOCIATION as Escrow Agent
By:
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed as of the date first above written.

JPMOR	GAN CHASE BANK, N.A.
By:	
1000 AND 100	
CITY A	ND COUNTY OF DENVER
By:	
Title:	
	NK NATIONAL ASSOCIATION
as Escr	ow Agent
1	
By:	Dow Cinn
(Well Cina Connec

SCHEDULE C-1

FORM OF ACCEPTANCE CERTIFICATE NO. 14 of 51 FOR FLEET VEHICLE EQUIPMENT FOR HARDLINE EQUIPMENT

May 24, 2022 Equipment Lease Purchase Agreement as amended

Re: Equipment Lease Purchase Agreement (the "Lease") dated May 24, 2022 as amended between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A.

1111 Polaris Parkway, Suite P1

Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601

E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association

Attn: Erica Fouks, Trust Finance Management,

60 Livingston Avenue, EP-MN-WS3T

St. Paul, MN 55107-2292

E-mail: Erica.Fouks@usabank.com

- (1) The Equipment described in the Lease at Exhibit A as Item 3, Certificate 2 have been delivered, tested and accepted on the date hereof.
- (2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.
- (4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Four Hundred Seventy Thousand Nine Hundred Eighty One Dollars and Ninety Cents (\$470,981.90)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed Items described for Item 3, Certificate 2 on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and

testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed Items described for Item 3, Certificate 2 in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee:	Hardline Equipment, LLC 755 Dahlia St. Commerce City, CO 80022						
Payee's Fede	ral ID Number:						
(5) If all Acceptance Certificates have been completed with the processing of the Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund is accordance with paragraph 4 of the Escrow Agreement.							
City and Cou	anty of Denver, Colorado, as Lessee						
By: Manager of T (as City Rep	Transportation and Infrastructure resentative under the Lease)						
Acceptance I	Date:						
APPROVED	:						
JPMorgan Cl	hase Bank, N.A., as Lessor						
By:							
Title:							

FORM OF ACCEPTANCE CERTIFICATE NO. 15 of 51 FOR FLEET VEHICLE EQUIPMENT FOR HARDLINE EQUIPMENT

May 24, 2022 Equipment Lease Purchase Agreement as amended

Re: Equipment Lease Purchase Agreement (the "Lease") dated May 24, 2022 as amended between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A.

1111 Polaris Parkway, Suite P1

Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601

E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association

Attn: Erica Fouks, Trust Finance Management,

60 Livingston Avenue, EP-MN-WS3T

St. Paul, MN 55107-2292

E-mail: Erica.Fouks@usabank.com

- (1) The Equipment described in the Lease at Exhibit A as Item 3, Certificate 3 have been delivered, tested and accepted on the date hereof.
- (2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.
- (4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of Four Hundred Seventy Thousand Nine Hundred Eighty One Dollars and Ninety Cents (\$470,981.90) in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed Items described for Item 3, Certificate 3 on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed Items described for Item 3, Certificate 3 in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow

Agreement, t made.	he Escrow Agent is to notify the Manager of Finance that this payment has been					
Payee:	Hardline Equipment, LLC 755 Dahlia St. Commerce City, CO 80022					
Payee's Feder	ral ID Number:					
(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.						
City and Cou	anty of Denver, Colorado, as Lessee					
_	Fransportation and Infrastructure resentative under the Lease)					
Acceptance I	Date:					
APPROVED	;					
JPMorgan Cl	nase Bank, N.A., as Lessor					
By:						
Title:						

FORM OF ACCEPTANCE CERTIFICATE NO. 16 of 51 FOR FLEET VEHICLE EQUIPMENT FOR HARDLINE EQUIPMENT

May 24, 2022 Equipment Lease Purchase Agreement as amended

Re: Equipment Lease Purchase Agreement (the "Lease") dated May 24, 2022 as amended between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A.

1111 Polaris Parkway, Suite P1

Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601

E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association

Attn: Erica Fouks, Trust Finance Management,

60 Livingston Avenue, EP-MN-WS3T

St. Paul, MN 55107-2292

E-mail: Erica.Fouks@usabank.com_

- (1) The Equipment described in the Lease at Exhibit A as Item 3, Certificate 4 have been delivered, tested and accepted on the date hereof.
- (2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.
- (4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Two Hundred Thirty Five Thousand Four Hundred Ninety Dollars and Ninety Five Cents (\$235,490.95)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed Items described for Item 3, Certificate 4 on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed Items described for Item 3, Certificate 4 in Exhibit A to the Lease. Pursuant to paragraph 4 of the

Escrow Agre been made.	ement, the Escrow Agent is to notify the Manager of Finance that this payment has						
Payee:	Hardline Equipment, LLC 755 Dahlia St. Commerce City, CO 80022						
Payee's Feder	ral ID Number:						
Acceptance C the Escrow A	Acceptance Certificates have been completed with the processing of this Certificate, then coincident with the payment of the Vendor pursuant to (4) above, Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in with paragraph 4 of the Escrow Agreement.						
City and Cou	nty of Denver, Colorado, as Lessee						
	Fransportation and Infrastructure resentative under the Lease)						
Acceptance I	Date:						
APPROVED	:						
JPMorgan Ch	nase Bank, N.A., as Lessor						
By:							
Title:							

FORM OF ACCEPTANCE CERTIFICATE NO. 17 of 51 FOR FLEET VEHICLE EQUIPMENT FOR HARDLINE EQUIPMENT

May 24, 2022 Equipment Lease Purchase Agreement as amended

Re: Equipment Lease Purchase Agreement (the "Lease") dated May 24, 2022 as amended between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A.

1111 Polaris Parkway, Suite P1

Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601

E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association

Attn: Erica Fouks, Trust Finance Management,

60 Livingston Avenue, EP-MN-WS3T

St. Paul, MN 55107-2292

E-mail: Erica.Fouks@usabank.com_

- (1) The Equipment described in the Lease at Exhibit A as Item 3, Certificate 5 have been delivered, tested and accepted on the date hereof.
- (2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.
- (4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Four Hundred Seventy Thousand Nine Hundred Eighty One Dollars and Ninety Cents (\$470,981.90)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed Items described for Item 3, Certificate 5 on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed Items described for Item 3, Certificate 5 in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow

Agreement, t made.	he Escrow Agent is to notify the Manager of Finance that this payment has been	
Payee:	Hardline Equipment, LLC 755 Dahlia St. Commerce City, CO 80022	
Payee's Feder	ral ID Number:	
Acceptance of the Escrow A	Acceptance Certificates have been completed with the processing of this Certificate, then coincident with the payment of the Vendor pursuant to (4) above, Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in with paragraph 4 of the Escrow Agreement.	
City and Cou	nty of Denver, Colorado, as Lessee	
By: Manager of Transportation and Infrastructure (as City Representative under the Lease)		
Acceptance Date:		
APPROVED	: :	
JPMorgan Cl	nase Bank, N.A., as Lessor	
By:		
Title:		

FORM OF ACCEPTANCE CERTIFICATE NO. 18 of 51 FOR FLEET VEHICLE EQUIPMENT FOR HARDLINE EQUIPMENT

May 24, 2022 Equipment Lease Purchase Agreement as amended

Re: Equipment Lease Purchase Agreement (the "Lease") dated May 24, 2022 as amended between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A.

1111 Polaris Parkway, Suite P1

Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601

E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association

Attn: Erica Fouks, Trust Finance Management,

60 Livingston Avenue, EP-MN-WS3T

St. Paul, MN 55107-2292

E-mail: Erica.Fouks@usabank.com_

- (1) The Equipment described in the Lease at Exhibit A as Item 3, Certificate 6 have been delivered, tested and accepted on the date hereof.
- (2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.
- (4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Two Hundred Thirty Five Thousand Four Hundred Ninety Dollars and Ninety Five Cents (\$235,490.95)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed Items described for Item 3, Certificate 6 on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed Items described for Item 3, Certificate 6 in Exhibit A to the Lease. Pursuant to paragraph 4 of the

Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.			
Payee:	Hardline Equipment, LLC 755 Dahlia St. Commerce City, CO 80022		
Payee's Feder	ral ID Number:		
(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.			
City and County of Denver, Colorado, as Lessee			
By: Manager of Transportation and Infrastructure (as City Representative under the Lease)			
Acceptance Date:			
APPROVED:			
JPMorgan Chase Bank, N.A., as Lessor			
By:			
Title:			

FORM OF ACCEPTANCE CERTIFICATE NO. 19 of 51 FOR FLEET VEHICLE EQUIPMENT FOR HARDLINE EQUIPMENT

May 24, 2022 Equipment Lease Purchase Agreement as amended

Re: Equipment Lease Purchase Agreement (the "Lease") dated May 24, 2022 as amended between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A.

1111 Polaris Parkway, Suite P1

Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601

E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association

Attn: Erica Fouks, Trust Finance Management,

60 Livingston Avenue, EP-MN-WS3T

St. Paul, MN 55107-2292

E-mail: Erica.Fouks@usabank.com_

- (1) The Equipment described in the Lease at Exhibit A as Item 3, Certificate 7 have been delivered, tested and accepted on the date hereof.
- (2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.
- (4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Four Hundred Seventy Thousand Nine Hundred Eighty One Dollars and Ninety Cents (\$470,981.90)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed Items described for Item 3, Certificate 7 on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed Items described for Item 3, Certificate 7 in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow

Agreement, t made.	he Escrow Agent is to notify the Manager of Finance that this payment has been	
Payee:	Hardline Equipment, LLC 755 Dahlia St. Commerce City, CO 80022	
Payee's Feder	ral ID Number:	
Acceptance of the Escrow A	Acceptance Certificates have been completed with the processing of this Certificate, then coincident with the payment of the Vendor pursuant to (4) above, Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in with paragraph 4 of the Escrow Agreement.	
City and Cou	nty of Denver, Colorado, as Lessee	
By: Manager of Transportation and Infrastructure (as City Representative under the Lease)		
Acceptance Date:		
APPROVED	:	
JPMorgan Cl	nase Bank, N.A., as Lessor	
By:		
Title:		

FORM OF ACCEPTANCE CERTIFICATE NO. 20 of 51 FOR FLEET VEHICLE EQUIPMENT FOR HARDLINE EQUIPMENT

May 24, 2022 Equipment Lease Purchase Agreement as amended

Re: Equipment Lease Purchase Agreement (the "Lease") dated May 24, 2022 as amended between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A.

1111 Polaris Parkway, Suite P1

Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601

E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association

Attn: Erica Fouks, Trust Finance Management,

60 Livingston Avenue, EP-MN-WS3T

St. Paul, MN 55107-2292

E-mail: Erica.Fouks@usabank.com_

- (1) The Equipment described in the Lease at Exhibit A as Item 3, Certificate 8 have been delivered, tested and accepted on the date hereof.
- (2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.
- (4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Four Hundred Seventy Thousand Nine Hundred Eighty One Dollars and Ninety Cents (\$470,981.90)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed Items described for Item 3, Certificate 8 on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed Items described for Item 3, Certificate 8 in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow

Agreement, t made.	he Escrow Agent is to notify the Manager of Finance that this payment has been	
Payee:	Hardline Equipment, LLC 755 Dahlia St. Commerce City, CO 80022	
Payee's Feder	ral ID Number:	
Acceptance of the Escrow A	Acceptance Certificates have been completed with the processing of this Certificate, then coincident with the payment of the Vendor pursuant to (4) above, Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in with paragraph 4 of the Escrow Agreement.	
City and Cou	nty of Denver, Colorado, as Lessee	
By: Manager of Transportation and Infrastructure (as City Representative under the Lease)		
Acceptance Date:		
APPROVED	: :	
JPMorgan Cl	nase Bank, N.A., as Lessor	
By:		
Title:		

FORM OF ACCEPTANCE CERTIFICATE NO. 21 of 51 FOR FLEET VEHICLE EQUIPMENT FOR HARDLINE EQUIPMENT

May 24, 2022 Equipment Lease Purchase Agreement as amended

Re: Equipment Lease Purchase Agreement (the "Lease") dated May 24, 2022 as amended between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A.

1111 Polaris Parkway, Suite P1

Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601

E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association

Attn: Erica Fouks, Trust Finance Management,

60 Livingston Avenue, EP-MN-WS3T

St. Paul, MN 55107-2292

E-mail: Erica.Fouks@usabank.com_

- (1) The Equipment described in the Lease at Exhibit A as Item 3, Certificate 9 have been delivered, tested and accepted on the date hereof.
- (2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.
- (4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Four Hundred Seventy Thousand Nine Hundred Eighty One Dollars and Ninety Cents (\$470,981.90)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed Items described for Item 3, Certificate 9 on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed Items described for Item 3, Certificate 9 in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow

made.	
Payee:	Hardline Equipment, LLC 755 Dahlia St. Commerce City, CO 80022
Payee's Fed	leral ID Number:
Acceptance the Escrow	Acceptance Certificates have been completed with the processing of this Certificate, then coincident with the payment of the Vendor pursuant to (4) above Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in with paragraph 4 of the Escrow Agreement.
City and Co	ounty of Denver, Colorado, as Lessee
_	Transportation and Infrastructure epresentative under the Lease)
Acceptance	Date:
APPROVE	D:
JPMorgan (Chase Bank, N.A., as Lessor
By:	
Title:	

Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been

FORM OF ACCEPTANCE CERTIFICATE NO. 22 of 51 FOR FLEET VEHICLE EQUIPMENT FOR HARDLINE EQUIPMENT

May 24, 2022 Equipment Lease Purchase Agreement as amended

Re: Equipment Lease Purchase Agreement (the "Lease") dated May 24, 2022 as amended between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A.

1111 Polaris Parkway, Suite P1

Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601

E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association

Attn: Erica Fouks, Trust Finance Management,

60 Livingston Avenue, EP-MN-WS3T

St. Paul, MN 55107-2292

E-mail: Erica.Fouks@usabank.com_

- (1) The Equipment described in the Lease at Exhibit A as Item 3, Certificate 10 have been delivered, tested and accepted on the date hereof.
- (2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.
- (4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of Four Hundred Seventy Thousand Nine Hundred Eighty One Dollars and Ninety Cents (\$470,981.90) in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed Items described for Item 3, Certificate 10 on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed Items described for Item 3, Certificate 10 in Exhibit A to the Lease. Pursuant to paragraph 4 of

the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.		
Payee:	Hardline Equipment, LLC 755 Dahlia St. Commerce City, CO 80022	
Payee's Feder	ral ID Number:	
(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.		
City and Cou	nty of Denver, Colorado, as Lessee	
By: Manager of T (as City Rep	Transportation and Infrastructure resentative under the Lease)	
Acceptance Date:		
APPROVED	:	
JPMorgan Ch	nase Bank, N.A., as Lessor	
By:		
Title:		

FORM OF ACCEPTANCE CERTIFICATE NO. 23 of 51 FOR FLEET VEHICLE EQUIPMENT FOR HARDLINE EQUIPMENT

May 24, 2022 Equipment Lease Purchase Agreement as amended

Re: Equipment Lease Purchase Agreement (the "Lease") dated May 24, 2022 as amended between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A.

1111 Polaris Parkway, Suite P1

Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601

E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association

Attn: Erica Fouks, Trust Finance Management,

60 Livingston Avenue, EP-MN-WS3T

St. Paul, MN 55107-2292

E-mail: Erica.Fouks@usabank.com

- (1) The Equipment described in the Lease at Exhibit A as Item 3, Certificate 11 have been delivered, tested and accepted on the date hereof.
- (2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.
- (4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Four Hundred Seventy Thousand Nine Hundred Eighty One Dollars and Ninety Cents (\$470,981.90)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed Items described for Item 3, Certificate 11 on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed Items described for Item 3, Certificate 11 in Exhibit A to the Lease. Pursuant to paragraph 4 of

the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.			
Payee:	Hardline Equipment, LLC 755 Dahlia St. Commerce City, CO 80022		
Payee's Feder	Payee's Federal ID Number:		
(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.			
City and County of Denver, Colorado, as Lessee			
By:			
Acceptance Date:			
APPROVED:			
JPMorgan Chase Bank, N.A., as Lessor			
By:			
Title:			

FORM OF ACCEPTANCE CERTIFICATE NO. 24 of 51 FOR FLEET VEHICLE EQUIPMENT FOR HARDLINE EQUIPMENT

May 24, 2022 Equipment Lease Purchase Agreement as amended

Re: Equipment Lease Purchase Agreement (the "Lease") dated May 24, 2022 as amended between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A.

1111 Polaris Parkway, Suite P1

Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601

E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association

Attn: Erica Fouks, Trust Finance Management,

60 Livingston Avenue, EP-MN-WS3T

St. Paul, MN 55107-2292

E-mail: Erica.Fouks@usabank.com_

- (1) The Equipment described in the Lease at Exhibit A as Item 3, Certificate 12 have been delivered, tested and accepted on the date hereof.
- (2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.
- (4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of Four Hundred Seventy Thousand Nine Hundred Eighty One Dollars and Ninety Cents (\$470,981.90) in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed Items described for Item 3, Certificate 12 on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed Items described for Item 3, Certificate 12 in Exhibit A to the Lease. Pursuant to paragraph 4 of

the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.		
Payee:	Hardline Equipment, LLC 755 Dahlia St. Commerce City, CO 80022	
Payee's Feder	ral ID Number:	
(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.		
City and County of Denver, Colorado, as Lessee		
By:		
Acceptance Date:		
APPROVED:		
JPMorgan Chase Bank, N.A., as Lessor		
By:		
Title:		

FORM OF ACCEPTANCE CERTIFICATE NO. 25 of 51 FOR FLEET VEHICLE EQUIPMENT FOR HARDLINE EQUIPMENT

May 24, 2022 Equipment Lease Purchase Agreement as amended

Re: Equipment Lease Purchase Agreement (the "Lease") dated May 24, 2022 as amended between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A.

1111 Polaris Parkway, Suite P1

Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601

E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association

Attn: Erica Fouks, Trust Finance Management,

60 Livingston Avenue, EP-MN-WS3T

St. Paul, MN 55107-2292

E-mail: Erica.Fouks@usabank.com_

- (1) The Equipment described in the Lease at Exhibit A as Item 3, Certificate 13 have been delivered, tested and accepted on the date hereof.
- (2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.
- (4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Two Hundred Thirty Five Thousand Four Hundred Ninety Dollars and Ninety Five Cents (\$235,490.95)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed Items described for Item 3, Certificate 13 on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed Items described for Item 3, Certificate 13 in Exhibit A to the Lease. Pursuant to paragraph 4 of

the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.			
Payee:	Hardline Equipment, LLC 755 Dahlia St. Commerce City, CO 80022		
Payee's Feder	Payee's Federal ID Number:		
(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.			
City and County of Denver, Colorado, as Lessee			
By:			
Acceptance Date:			
APPROVED:			
JPMorgan Chase Bank, N.A., as Lessor			
By:			
Title:			

FORM OF ACCEPTANCE CERTIFICATE NO. 26 of 51 FOR FLEET VEHICLE EQUIPMENT FOR HARDLINE EQUIPMENT

May 24, 2022 Equipment Lease Purchase Agreement as amended

Re: Equipment Lease Purchase Agreement (the "Lease") dated May 24, 2022 as amended between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A.

1111 Polaris Parkway, Suite P1

Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601

E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association

Attn: Erica Fouks, Trust Finance Management,

60 Livingston Avenue, EP-MN-WS3T

St. Paul, MN 55107-2292

E-mail: Erica.Fouks@usabank.com

- (1) The Equipment described in the Lease at Exhibit A as Item 3, Certificate 14 have been delivered, tested and accepted on the date hereof.
- (2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.
- (4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of Four Hundred Fifty One Thousand Two Hundred Ten Dollars and Forty Cents (\$451,210.40) in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed Items described for Item 3, Certificate 14 on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed Items described for Item 3, Certificate 14 in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow

made.	
Payee:	Hardline Equipment, LLC 755 Dahlia St. Commerce City, CO 80022
Payee's Fed	leral ID Number:
Acceptance the Escrow	Acceptance Certificates have been completed with the processing of this Certificate, then coincident with the payment of the Vendor pursuant to (4) above Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in with paragraph 4 of the Escrow Agreement.
City and Co	ounty of Denver, Colorado, as Lessee
_	Transportation and Infrastructure epresentative under the Lease)
Acceptance	Date:
APPROVE	D:
JPMorgan (Chase Bank, N.A., as Lessor
By:	
Title:	

Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been

FORM OF ACCEPTANCE CERTIFICATE NO. 27 of 51 FOR FLEET VEHICLE EQUIPMENT FOR HARDLINE EQUIPMENT

May 24, 2022 Equipment Lease Purchase Agreement as amended

Re: Equipment Lease Purchase Agreement (the "Lease") dated May 24, 2022 as amended between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A.

1111 Polaris Parkway, Suite P1

Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601

E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association

Attn: Erica Fouks, Trust Finance Management,

60 Livingston Avenue, EP-MN-WS3T

St. Paul, MN 55107-2292

E-mail: Erica.Fouks@usabank.com_

- (1) The Equipment described in the Lease at Exhibit A as Item 3, Certificate 15 have been delivered, tested and accepted on the date hereof.
- (2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.
- (4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of Four Hundred Fifty One Thousand Two Hundred Ten Dollars and Forty Cents (\$451,210.40) in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed Items described for Item 3, Certificate 15 on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed Items described for Item 3, Certificate 15 in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow

made.	
Payee:	Hardline Equipment, LLC 755 Dahlia St. Commerce City, CO 80022
Payee's Fed	eral ID Number:
Acceptance the Escrow	Il Acceptance Certificates have been completed with the processing of thi Certificate, then coincident with the payment of the Vendor pursuant to (4) above Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in with paragraph 4 of the Escrow Agreement.
City and Co	ounty of Denver, Colorado, as Lessee
_	Transportation and Infrastructure presentative under the Lease)
Acceptance	Date:
APPROVE	D:
JPMorgan C	Chase Bank, N.A., as Lessor
By:	
Title:	

Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been

EXHIBIT D-1

FORM OF RELEASE AND CONVEYANCE

RELEASE AND CONVEYANCE (Equipment Lease Purchase Agreement Dated May 24, 2022 as amended)

by the ackno does 1	ble consideration to it in hand paid, at e City and County of Denver, Colowledged, has released, assigned, trans	ESENTS, that (""), for good and to before the ensealing or delivery of these presents, orado (the "City"), the receipt of which is hereby sferred, granted and conveyed, and by these presents nvey unto the City, all of its interests, including legal
		opendix I/II] attached hereto and hereby made uipment Lease Purchase Agreement between as lessee.
	TO HAVE AND TO HOLD the same	ne unto the City, forever.
the	IN WITNESS WHEREOF,	has executed this Release and Conveyance as of
		<u>By:</u>
		Authorized Officer
STAT	TE OF)) ss.
	COUNTY OF)
by	The foregoing instrument was acknown, as,	owledged before me this day of, 20
	Witness my hand and official seal.	
	My commission expires:	
		Notary Public

APPENDIX I (TO RELEASE AND CONVEYANCE)

DESCRIPTION OF EQUIPMENT RELEASE AND CONVEYANCE

EQUIPMENT/ LINE ITEMS

UNITS

AMHASLTPO-19 / HX450ASL, 36-Yd, Zero Radius, Full-Eject Automated Side Loader WITH OPTIONS	21
Pierce Velocity 100' Platform	1
Pierce Velocity Pumper	2

Dulevo 6000 High Dump*

Manufactured in Dulevo International VIA G.GUARESCHI 1 43012 FONTANELLATO Italy

9

*Container Odd Unit Freight Cost		
2023 Dennis Eagle Pro View single steer (Left Hand Drive) cab and chassis equipped Cummins L9 350HP (8.9 liter in line diesel)		
2023 Dennis Eagle Pro View single steer (Left HandDrive) cab and chassis Cummins L9 350HP (8.9 liter (CNG-EPA, CARB 2018 L9N 8.9L))		
Durapack 5000-25 Yard High Compaction Rear Loader**	4	
Mathieu:AZURA FLEX MC 210 sweeper KUBOTA STAGE V / TIER 4 (Transit Speed 25 MPH)MATMC210AZXT5	1	
TANDEM DUMPS BODY ONLY NEW MTE MEDIUM V PLOW	4	

TANDEM DUMPS BODY ONLY EXISTING CCD MEDIUM V PLOW	7	
TANDEM DUMPS BODY ONLY EXISTING CCD 10' STRAIGHT BLADE MTE PLOW	2	
STREET SWEEPER BODY ONLY	2	
Tandem Plows (Cab and Chassis) Configuration 2 Freightliner 114SD	13	

Trash Tractor (Configuration 3) Freighliner Cascadia	4		
Street Sweeper (Cab and Chassis) Configuration 2 Freightliner 114SD	2		
New PM822 Cold Planner	1		
New 140 Steering wheel/lever Motor Grader	1		
New 914 Compact Wheel Loader	1		
2023 Dennis Eagle Pro View single steer (Left Hand Drive) cab and chassis equipped Cummins L9 350HP (8.9 liter inline diesel)			13
2023 Dennis Eagle Pro View single steer (Left Hand Drive) cab and chassis equipped Cummins L9 350HP (8.9 liter inline diesel)**			4