

AN ORDINANCE 2017-06-15-0453

APPROVING AMENDMENTS TO THE PAYMENT SCHEDULES FOR THE 2010A AND 2010B MASTER EQUIPMENT LEASE-PURCHASE AGREEMENTS WITH PNC EQUIPMENT FINANCE, LLC; AND AUTHORIZING PAYMENTS TO PNC EQUIPMENT FINANCE, LLC IN THE AMOUNT OF \$981,539.37 AND \$285,058.95 RELATED TO THE DEMOLITION AND REMOVAL OF CERTAIN ENERGY EFFICIENCY EQUIPMENT THAT WAS ORIGINALLY PART OF THE AGREEMENTS.

* * * * *

WHEREAS, pursuant to Ordinance No. 2010-09-30-0816, passed and approved on September 30, 2010, the City entered into the 2010A Tax-Exempt Master Equipment Lease-Purchase Agreement (the "2010A Agreement") with PNCEF LLC d/b/a PNC Equipment Finance (the "Lessor") in the amount of \$8,780,664.08 for the acquisition of energy cost reduction measures for Convention, Sports and Entertainment Facilities; and

WHEREAS, pursuant to Ordinance No. 2010-09-30-0817, passed and approved on September 30, 2010, the City entered into the 2010B Exempt-Facility Master Equipment Lease-Purchase Agreement (the "2010B Agreement") with the Lessor in the amount of \$3,211,418.25 for the acquisition of energy cost reduction measures for Aviation Department Facilities; and

WHEREAS, during the construction of the Convention Center Expansion Project, portions of the energy efficiency equipment that was originally part of the 2010A Agreement were demolished and removed by the City of San Antonio, Texas (the "City" or the "Lessee") or the agent of the City; and

WHEREAS, during the construction of the Consolidated Car Rental Facility Project at the Airport, portions of the energy efficiency equipment that was originally part of the 2010B Agreement were demolished and removed by the City or the agent of the City; and

WHEREAS, in order to remediate the demolished and removed energy efficient equipment that was originally part of the 2010A Agreement, the Lessor is requiring the City to reduce the outstanding principal balance of the 2010A Agreement by the amount of \$980,789.37 on August 1, 2017, after which reduction the outstanding principal balance of the 2010A Agreement will be \$4,957,060.82; and

WHEREAS, in order to remediate the demolished and removed energy efficient equipment that was originally part of the 2010B Agreement, the Lessor is requiring the City to reduce the outstanding principal balance of the 2010B Agreement by the amount of \$284,308.95 on August 1, 2017, after which reduction the outstanding principal balance of the 2010B Agreement will be \$1,890,314.28; and

WHEREAS, City Staff has recommended to the City Council that the City enter into amendments with the Lessor to (1) amend the 2010A Agreement to provide for the August 1, 2017 principal reduction and amended maturity schedule thereafter and (2) amend the 2010B Agreement to provide for the August 1, 2017 principal reduction and amended maturity schedule thereafter; and

WHEREAS, after City Council discussion of and deliberations on the City Staff recommendation, the City Council has found and determined that the recommendation is in the best interests of the City and should be accepted; **NOW, THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. That certain *Amendment of Lease* (the "2010A Amendment") between the City and the Lessor, pursuant to which the 2010A Agreement is amended to provide for the August 1, 2017 principal reduction in the amount of \$980,789.37 and amended maturity schedule thereafter is hereby approved. A copy of the 2010A Amendment is attached hereto as **Exhibit 1** and is incorporated herein by reference for all purposes.

The payment of a one-time \$750.00 restructure fee to PNC Equipment Finance, LLC in connection with the 2010A Amendment is hereby approved.

SECTION 2. The City Manager or her designee, the Chief Financial Officer or his designee, and/or the Deputy Chief Financial Officer or his designee is hereby authorized to execute the 2010A Amendment substantially in accordance with the terms and conditions set forth in **Exhibit 1**.

SECTION 3. That certain *Amendment of Lease* (the "2010B Amendment") between the City and the Lessor, pursuant to which the 2010B Agreement is amended to provide for the August 1, 2017 principal reduction in the amount of \$284,308.95 and amended maturity schedule thereafter is hereby approved. A copy of the 2010B Amendment is attached hereto as **Exhibit 2** and is incorporated herein by reference for all purposes.

The payment of a one-time \$750.00 restructure fee to PNC Equipment Finance, LLC in connection with the 2010B Amendment is hereby approved.

SECTION 4. The City Manager or her designee, the Chief Financial Officer or his designee, and/or the Deputy Chief Financial Officer or his designee is hereby authorized to execute the 2010B Amendment substantially in accordance with the terms and conditions set forth in **Exhibit 2**.

SECTION 5. Funding for this ordinance in the amount up to \$1,266,598.32 is available as part of the FY2017 Budget, see the table below:

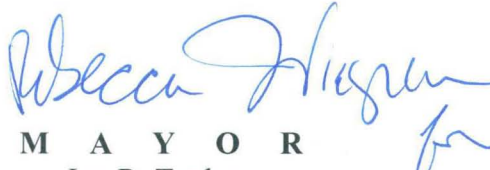
Amount	General Ledger	Cost Center	Fund
\$285,058.95	5201040	3305020001	51001000
\$981,539.37	5201040	0743000001	29006004
Total Amt. \$1,266,598.32			

SECTION 6. Payment not to exceed the budgeted amount is authorized to PNC Equipment Finance, LLC and should be encumbered with a purchase order.

SECTION 7. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 8. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 15th day of June, 2017.


M A Y O R
Ivy R. Taylor

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney

Agenda Item:	25 (in consent vote: 4, 5, 6, 7, 9, 10, 11A, 11B, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35A, 35B)						
Date:	06/15/2017						
Time:	09:32:16 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance approving amendments to the Payment Schedules for the 2010A and 2010B Exempt-Facility Master Equipment Lease-Purchase Agreement with PNC Equipment Finance, LLC; and authorizing payments in the amount of \$935,592.54 and \$284,308.95 related to the demolition and removal of energy efficiency equipment that was originally part of the Agreements. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Ana E. Sandoval	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				x

E X H I B I T 1

AMENDMENT OF LEASE
(Revised Schedule A-1)

Effective Date as of August 1, 2017

"Lease" means Lease Schedule No. 138817000 together with its Schedule A-1 and all addenda thereto, all of which are attached to and made a part of Master Lease-Purchase Agreement identified in said Lease Schedule.

Reference is made to the above-described Lease as previously amended (collectively, the "Lease") by and between PNC Equipment Finance, LLC ("Lessor") and City of San Antonio, Texas ("Lessee"). This Amendment amends and modifies the terms and conditions of the Lease and its Payment Schedule as set forth herein and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein.

NOW, THEREFORE, In consideration of the mutual agreements set forth herein, and for good and valuable consideration, receipt of which is hereby acknowledged; Lessor and Lessee hereby agree to amend the Lease as follows:

1. The Schedule A-1 originally attached to the Lease is hereby deleted and the Revised Schedule A-1 attached hereto is substituted therefore, and Lessee hereby agrees to pay the principal and interest payments set forth in said Revised Schedule A-1 in the amounts and on the dates stated therein.
2. Lessee hereby represents and warrants to Lessor that; (a) Lessee has full power, authority and legal right to execute and deliver this Amendment and to perform its obligations hereunder, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) this Amendment has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; and (c) this Amendment is authorized under, and the authorization, execution and delivery of this Amendment complies with, all applicable federal, state, and local laws and regulations and all applicable judgements and court orders.
3. Except as expressly amended by the Amendment the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto executed this Amendment as of the date first referenced above.

City of San Antonio, Texas
(Lessee)

PNC Equipment Finance, LLC
(Lessor)

By: _____

By: _____

Title: _____

Title: _____

Amendment of Lease (Revised Schedule A-1)
Lease 138817000 Dated August 1, 2017
Page two of two

RE-AFFIRMATION OF OPINION OF COUNSEL

The undersigned attorney hereby confirms that his/her opinion of counsel regarding the Lease (as defined above) applies with full force and effect to the foregoing Amendment as if said Amendment had been made a part of the Lease when initially signed by the above Lessee.

William J. Kuhn
Norton Rose Fulbright US LLP

Signature of Attorney for Lessee

(Printed Name of Attorney)

Schedule A-1 – Revised as of August 1, 2017

1. EQUIPMENT LOCATION & DESCRIPTION:

City of San Antonio
 Alamodome – 100 Montana St, San Antonio, TX 78203
 Convention Center – 200 E. Market St, San Antonio, TX 78205

Energy Conservation Project

2. LEASE PAYMENT SCHEDULE.

(a) Commencement Date: October 5, 2010
 (b) Total Amount Financed: \$8,780,664.08
 (c) Payment Schedule (Revised as of August 1, 2017):

<u>Lease Payment Number</u>	<u>Lease Payment Date</u>	<u>Lease Payment Amount</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Prepayment Premium</u>	<u>Termination Value</u>
0	11/01/11	325,941.18	325,941.18		102%	8,956,277.36
1	02/01/12	188,235.23	75,996.65	112,238.58	102%	8,841,794.01
2	05/01/12	188,235.23	75,025.23	113,210.00	102%	8,726,319.81
3	08/01/12	188,235.23	74,045.40	114,189.83	102%	8,609,846.18
4	11/01/12	188,235.23	73,057.08	115,178.15	102%	8,492,364.47
5	02/01/13	188,235.23	72,060.22	116,175.01	102%	8,373,865.96
6	05/01/13	188,235.23	71,054.72	117,180.51	102%	8,254,341.84
7	08/01/13	188,235.23	70,040.52	118,194.71	102%	8,133,783.24
8	11/01/13	188,235.23	69,017.55	119,217.68	102%	8,012,181.20
9	02/01/14	188,235.23	67,985.72	120,249.51	102%	7,889,526.70
10	05/01/14	188,235.23	66,944.96	121,290.27	102%	7,765,810.63
11	08/01/14	188,235.23	65,895.19	122,340.04	102%	7,641,023.79
12	11/01/14	188,235.23	64,836.34	123,398.89	102%	7,515,156.92
13	02/01/15	188,235.23	63,768.32	124,466.91	102%	7,388,200.67
14	05/01/15	188,235.23	62,691.06	125,544.17	102%	7,260,145.62

15	08/01/15	188,235.23	61,604.48	126,630.75	102%	7,130,982.25
16	11/01/15	188,235.23	60,508.49	127,726.74	101%	6,932,066.65
17	02/01/16	188,235.23	59,403.01	128,832.22	101%	6,801,946.11
18	05/01/16	188,235.23	58,287.97	129,947.26	101%	6,670,699.38
19	08/01/16	188,235.23	57,163.28	131,071.95	101%	6,538,316.71
20	11/01/16	188,235.23	56,028.85	132,206.38	101%	6,404,788.27
21	02/01/17	188,235.23	54,884.60	133,350.63	101%	6,270,104.13
22	05/01/17	188,235.23	53,730.45	134,504.78	101%	6,134,254.30
23	08/01/17	188,235.23	52,566.31	135,668.92	101%	5,997,228.69
	08/01/17			980,789.37	101%	5,006,631.43
24	11/01/17	158,387.98	43,243.19	115,144.79	101%	4,890,335.19
25	02/01/18	158,387.98	42,246.61	116,141.37	101%	4,773,032.41
26	05/01/18	158,387.98	41,241.40	117,146.58	101%	4,654,714.36
27	08/01/18	158,387.98	40,227.50	118,160.48	101%	4,535,372.28
28	11/01/18	158,387.98	39,204.82	119,183.16	101%	4,414,997.28
29	02/01/19	158,387.98	38,173.29	120,214.69	101%	4,293,580.45
30	05/01/19	158,387.98	37,132.84	121,255.14	101%	4,171,112.76
31	08/01/19	158,387.98	36,083.37	122,304.61	101%	4,047,585.10
32	11/01/19	158,387.98	35,024.82	123,363.16	101%	3,922,988.31
33	02/01/20	158,387.98	33,957.11	124,430.87	101%	3,797,313.13
34	05/01/20	158,387.98	32,880.17	125,507.81	101%	3,670,550.24
35	08/01/20	158,387.98	31,793.90	126,594.08	101%	3,542,690.22
36	11/01/20	158,387.98	30,698.22	127,689.76	100%	3,413,723.56
37	02/01/21	158,387.98	29,593.07	128,794.91	100%	3,283,640.70
38	05/01/21	158,387.98	28,478.35	129,909.63	100%	3,152,431.98
39	08/01/21	158,387.98	27,353.98	131,034.00	100%	3,020,087.64
40	11/01/21	158,387.98	26,219.88	132,168.10	100%	2,886,597.86

41	02/01/22	158,387.98	25,075.97	133,312.01	100%	2,751,952.73
42	05/01/22	158,387.98	23,922.15	134,465.83	100%	2,616,142.24
43	08/01/22	158,387.98	22,758.35	135,629.63	100%	2,479,156.31
44	11/01/22	158,387.98	21,584.47	136,803.51	100%	2,340,984.77
45	02/01/23	158,387.98	20,400.44	137,987.54	100%	2,201,617.35
46	05/01/23	158,387.98	19,206.16	139,181.82	100%	2,061,043.71
47	08/01/23	158,387.98	18,001.54	140,386.44	100%	1,919,253.41
48	11/01/23	158,387.98	16,786.49	141,601.49	100%	1,776,235.90
49	02/01/24	158,387.98	15,560.93	142,827.05	100%	1,631,980.58
50	05/01/24	158,387.98	14,324.77	144,063.21	100%	1,486,476.74
51	08/01/24	158,387.98	13,077.89	145,310.09	100%	1,339,713.55
52	11/01/24	158,387.98	11,820.24	146,567.74	100%	1,191,680.13
53	02/01/25	158,387.98	10,551.69	147,836.29	100%	1,042,365.48
54	05/01/25	158,387.98	9,272.17	149,115.81	100%	891,758.51
55	08/01/25	158,387.98	7,981.58	150,406.40	100%	739,848.05
56	11/01/25	158,387.98	6,679.81	151,708.17	100%	586,622.80
57	02/01/26	158,387.98	5,366.77	153,021.21	100%	432,071.37
58	05/01/26	158,387.98	4,042.37	154,345.61	100%	276,182.31
59	08/01/26	158,387.98	2,706.51	155,681.47	100%	118,944.02
60	11/01/26	119,125.45	1,359.09	117,766.36	100%	0.00

CITY OF SAN ANTONIO, TEXAS
("Lessee")

By: _____

Title: _____

PNC EQUIPMENT FINANCE, LLC
("Lessor")

By: _____

Title: _____

CERTIFICATE OF INCUMBENCY

Lessee: City of San Antonio, Texas

Lease Schedule No.: 138817000

Dated: August 1, 2017

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

Name	Title	Signature
------	-------	-----------

Name	Title	Signature
------	-------	-----------

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: _____

Official Title: _____

Date: _____

**SIGNATURE IDENTIFICATION AND INCUMBENCY CERTIFICATE OF OFFICERS
OF THE CITY OF SAN ANTONIO, TEXAS**

I, the City Clerk of the City of San Antonio (the "City"), hereby certify as follows:

1. This certificate is executed and delivered with reference to an amendment of City of San Antonio, Texas 2010A Tax-Exempt Master Equipment Lease-Purchase Agreement" (the "Matter").

2. The undersigned are the duly elected, qualified, and acting City Manager, Chief Financial Officer, and Deputy Chief Financial Officer, respectively, of the City and as such are familiar with the books and corporate records of the City.

3. The persons named below were on the date or dates of the execution of all documents related to the issuance of the Matter, and are on the date hereof, the duly elected and qualified incumbents of the offices of the City set opposite their respective names, and the signatures hereinbelow are the genuine signatures of said officers.

<u>Name</u>	<u>Office</u>	<u>Signature</u>
Sheryl Sculley	City Manager	_____
Ben Gorzell	Chief Financial Officer	_____
Troy Elliott	Deputy Chief Financial Officer	_____

EXECUTED THIS _____.

City Clerk,
City of San Antonio

E X H I B I T 2

AMENDMENT OF LEASE
(Revised Schedule A-1)

Effective Date as of August 1, 2017

"Lease" means Lease Schedule No. 138839000 together with its Schedule A-1 and all addenda thereto, all of which are attached to and made a part of Master Lease-Purchase Agreement identified in said Lease Schedule.

Reference is made to the above-described Lease as previously amended (collectively, the "Lease") by and between PNC Equipment Finance, LLC ("Lessor") and City of San Antonio, Texas ("Lessee"). This Amendment amends and modifies the terms and conditions of the Lease and its Payment Schedule as set forth herein and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein.

NOW, THEREFORE, In consideration of the mutual agreements set forth herein, and for good and valuable consideration, receipt of which is hereby acknowledged; Lessor and Lessee hereby agree to amend the Lease as follows:

1. The Schedule A-1 originally attached to the Lease is hereby deleted and the Revised Schedule A-1 attached hereto is substituted therefore, and Lessee hereby agrees to pay the principal and interest payments set forth in said Revised Schedule A-1 in the amounts and on the dates stated therein.
2. Lessee hereby represents and warrants to Lessor that; (a) Lessee has full power, authority and legal right to execute and deliver this Amendment and to perform its obligations hereunder, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) this Amendment has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; and (c) this Amendment is authorized under, and the authorization, execution and delivery of this Amendment complies with, all applicable federal, state, and local laws and regulations and all applicable judgements and court orders.
3. Except as expressly amended by the Amendment the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto executed this Amendment as of the date first referenced above.

City of San Antonio, Texas
(Lessee)

By: _____

Title: _____

PNC Equipment Finance, LLC
(Lessor)

By: _____

Title: _____

Amendment of Lease (Revised Schedule A-1)
Lease 138839000 Dated August 1, 2017
Page two of two

RE-AFFIRMATION OF OPINION OF COUNSEL

The undersigned attorney hereby confirms that his/her opinion of counsel regarding the Lease (as defined above) applies with full force and effect to the foregoing Amendment as if said Amendment had been made a part of the Lease when initially signed by the above Lessee.

William J. Kuhn
Norton Rose Fulbright US LLP

Signature of Attorney for Lessee

(Printed Name of Attorney)

Schedule A-1 – Revised as of August 1, 2017

1. EQUIPMENT LOCATION & DESCRIPTION:

City of San Antonio
 Airport – Terminal 1
 9800 Airport Blvd, San Antonio, TX 78216

Energy Conservation Project

2. LEASE PAYMENT SCHEDULE.

(a) Commencement Date: October 5, 2010

(b) Total Amount Financed: \$3,211,418.25

(c) Payment Schedule (Revised as of August 1, 2017):

Lease Payment Number	Lease Payment Date	Lease Payment Amount	Interest Portion	Principal Portion	Prepayment Premium	Termination Value
0	11/01/11	121,102.76	121,102.76		102%	3,275,646.62
1	02/01/12	69,107.07	28,236.28	40,870.79	102%	3,233,958.41
2	05/01/12	69,107.07	27,876.93	41,230.14	102%	3,191,903.67
3	08/01/12	69,107.07	27,514.41	41,592.66	102%	3,149,479.15
4	11/01/12	69,107.07	27,148.71	41,958.36	102%	3,106,681.63
5	02/01/13	69,107.07	26,779.79	42,327.28	102%	3,063,507.80
6	05/01/13	69,107.07	26,407.63	42,699.44	102%	3,019,954.37
7	08/01/13	69,107.07	26,032.20	43,074.87	102%	2,976,018.00
8	11/01/13	69,107.07	25,653.47	43,453.60	102%	2,931,695.33
9	02/01/14	69,107.07	25,271.40	43,835.67	102%	2,886,982.95
10	05/01/14	69,107.07	24,885.98	44,221.09	102%	2,841,877.44
11	08/01/14	69,107.07	24,497.17	44,609.90	102%	2,796,375.34
12	11/01/14	69,107.07	24,104.93	45,002.14	102%	2,750,473.16
13	02/01/15	69,107.07	23,709.25	45,397.82	102%	2,704,167.38
14	05/01/15	69,107.07	23,310.10	45,796.97	102%	2,657,454.47

15	08/01/15	69,107.07	22,907.43	46,199.64	102%	2,610,330.84
16	11/01/15	69,107.07	22,501.22	46,605.85	101%	2,537,667.45
17	02/01/16	69,107.07	22,091.44	47,015.63	101%	2,490,181.66
18	05/01/16	69,107.07	21,678.06	47,429.01	101%	2,442,278.36
19	08/01/16	69,107.07	21,261.04	47,846.03	101%	2,393,953.87
20	11/01/16	69,107.07	20,840.35	48,266.72	101%	2,345,204.49
21	02/01/17	69,107.07	20,415.97	48,691.10	101%	2,296,026.48
22	05/01/17	69,107.07	19,987.85	49,119.22	101%	2,246,416.06
23	08/01/17	69,107.07	19,555.98	49,551.09	101%	2,196,369.46
	08/01/17			284,308.95	101%	1,909,217.42
24	11/01/17	60,161.51	16,645.28	43,516.23	101%	1,865,266.03
25	02/01/18	60,161.51	16,262.66	43,898.85	101%	1,820,928.19
26	05/01/18	60,161.51	15,876.68	44,284.83	101%	1,776,200.51
27	08/01/18	60,161.51	15,487.31	44,674.20	101%	1,731,079.57
28	11/01/18	60,161.51	15,094.51	45,067.00	101%	1,685,561.90
29	02/01/19	60,161.51	14,698.26	45,463.25	101%	1,639,644.02
30	05/01/19	60,161.51	14,298.53	45,862.98	101%	1,593,322.41
31	08/01/19	60,161.51	13,895.28	46,266.23	101%	1,546,593.52
32	11/01/19	60,161.51	13,488.49	46,673.02	101%	1,499,453.77
33	02/01/20	60,161.51	13,078.12	47,083.39	101%	1,451,899.54
34	05/01/20	60,161.51	12,664.13	47,497.38	101%	1,403,927.19
35	08/01/20	60,161.51	12,246.52	47,914.99	101%	1,355,533.05
36	11/01/20	60,161.51	11,825.22	48,336.29	100%	1,306,713.40
37	02/01/21	60,161.51	11,400.23	48,761.28	100%	1,257,464.50
38	05/01/21	60,161.51	10,971.49	49,190.02	100%	1,207,782.58
39	08/01/21	60,161.51	10,538.99	49,622.52	100%	1,157,663.84
40	11/01/21	60,161.51	10,102.69	50,058.82	100%	1,107,104.43

41	02/01/22	60,161.51	9,662.55	50,498.96	100%	1,056,100.48
42	05/01/22	60,161.51	9,218.54	50,942.97	100%	1,004,648.08
43	08/01/22	60,161.51	8,770.63	51,390.88	100%	952,743.29
44	11/01/22	60,161.51	8,318.77	51,842.74	100%	900,382.12
45	02/01/23	60,161.51	7,862.95	52,298.56	100%	847,560.58
46	05/01/23	60,161.51	7,403.11	52,758.40	100%	794,274.59
47	08/01/23	60,161.51	6,939.24	53,222.27	100%	740,520.10
48	11/01/23	60,161.51	6,471.28	53,690.23	100%	686,292.97
49	02/01/24	60,161.51	5,999.21	54,162.30	100%	631,589.05
50	05/01/24	60,161.51	5,522.99	54,638.52	100%	576,404.14
51	08/01/24	60,161.51	5,042.59	55,118.92	100%	520,734.03
52	11/01/24	60,161.51	4,557.96	55,603.55	100%	464,574.45
53	02/01/25	60,161.51	4,069.06	56,092.45	100%	407,921.07
54	05/01/25	60,161.51	3,575.88	56,585.63	100%	350,769.59
55	08/01/25	60,161.51	3,078.35	57,083.16	100%	293,115.59
56	11/01/25	60,161.51	2,576.44	57,585.07	100%	234,954.67
57	02/01/26	60,161.51	2,070.13	58,091.38	100%	176,282.38
58	05/01/26	60,161.51	1,559.37	58,602.14	100%	117,094.22
59	08/01/26	60,161.51	1,044.10	59,117.41	100%	57,385.63
60	11/01/26	57,346.57	529.11	56,817.46	100%	0.00

CITY OF SAN ANTONIO, TEXAS
("Lessee")

By: _____

Title: _____

PNC EQUIPMENT FINANCE, LLC
("Lessor")

By: _____

Title: _____

CERTIFICATE OF INCUMBENCY

Lessee: City of San Antonio, Texas

Lease Schedule No.: 138839000

Dated: August 1, 2017

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

_____ Name	_____ Title	_____ Signature
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_____ Name	_____ Title	_____ Signature
---------------	----------------	--------------------

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: _____

Official Title: _____

Date: _____

**SIGNATURE IDENTIFICATION AND INCUMBENCY CERTIFICATE OF OFFICERS
OF THE CITY OF SAN ANTONIO, TEXAS**

I, the City Clerk of the City of San Antonio (the "City"), hereby certify as follows:

1. This certificate is executed and delivered with reference to an amendment of City of San Antonio, Texas 2010B Tax-Exempt Master Equipment Lease-Purchase Agreement" (the "Matter").

2. The undersigned are the duly elected, qualified, and acting City Manager, Chief Financial Officer, and Deputy Chief Financial Officer, respectively, of the City and as such are familiar with the books and corporate records of the City.

3. The persons named below were on the date or dates of the execution of all documents related to the issuance of the Matter, and are on the date hereof, the duly elected and qualified incumbents of the offices of the City set opposite their respective names, and the signatures hereinbelow are the genuine signatures of said officers.

<u>Name</u>	<u>Office</u>	<u>Signature</u>
Sheryl Sculley	City Manager	_____
Ben Gorzell	Chief Financial Officer	_____
Troy Elliott	Deputy Chief Financial Officer	_____

EXECUTED THIS _____.

City Clerk,
City of San Antonio