



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK
Page 1 of 1

Transmittal From: Public Works Department
Department

Delivered by: Jennifer Laffita
Name

Date of Transmittal: June 17th, 2011

City Clerk's Date Stamp

06-17-11P02:49 RCVD

The following record (master) copy is being transmitted to the Office of the City Clerk:

☒ Contract

☐ Agreement

☐ Lease

☐ Deed

☐ Bond Documentation

☐ Vehicle Title

☐ Special Magistrate Order

☐ Other:

Government Obligation Contract
between the COD and Kansas State
Bank of Manhattan.

Is this record (master) copy to be recorded with the County Clerk?

☐ Yes ☐ No

Description of Record Copy:

Duplicate Original of a Government Obligation Contract dated May 24th, 2011 between the City of
Doral & Kansas State Bank of Manhattan Contract no. 3342903.
For City Clerk Records Retention.

Office of the City Clerk Administrative Use Only

Received by: Yamilet Perez

Reviewed for completion by Barbara Heier

Returned to originating Department for the following corrections on N/A
Date

Archived in the Office of the City Clerk on 6/22/2011 (Date)

Copy provided in electronic format to originating Department on 6/22/2011 (Date)



1680 Charles Place
Manhattan, KS 66502

877-587-4054

June 10, 2011

City of Doral, Florida
Eric Carpenter
8300 NW 53rd Street
Doral, FL 33166

Re: Government Obligation Contract dated as of May 24, 2011 between City of Doral, Florida (Obligor) and Kansas State Bank of Manhattan (Obligee) / Contract #3342903

Dear : Mr. Carpenter

Enclosed please find a duplicate original of the above referenced Contract for your files. If you should have any questions, please do not hesitate to contact me.

Your first payment on this Contract is due June 24, 2011 in the amount of \$4,709.58. Unless we notify you otherwise, please mail all payments to:

Kansas State Bank
Government Finance
P.O. Box 69
Manhattan, KS 66505-0069

It has been a sincere pleasure working with you on this transaction. Please contact Kansas State Bank / Baystone Financial Group for any future financial needs you may have. I have enclosed a business card for quick reference. Please visit our website at www.baystone.net to learn more about our Simple Funding Program - *Simple Application, Simple Contract, Simple Financing, Simple Solutions.*

Sincerely,

A handwritten signature in purple ink that reads "Lashelle Francis".

Lashelle Francis
Documentation Associate
Government Finance Department

Enclosure





DUPLICATE
ORIGINAL

May 27, 2011

Sent via Email: francisco.gonzalez@cityofdoral.com

Francisco Gonzalez
City of Doral, Florida

RE: Financing for One (1) 2011 Supreme Classic American Trolley, City of Doral, Florida

Dear Mr. Gonzalez:

Please find the enclosed documentation for your review and completion. A Documentation Instruction sheet has been included as a guide to assist you with the process. Please review the Documentation Instruction sheet and Conditions to Funding referenced therein. If you have questions, please feel free to call us.

The interest rate you have been quoted is valid through **May 31, 2011**.

For your convenience, we have listed the documentation we require before: July 23, 2011. Please review the Documentation Instructions for further detail.

- ☒ **CONTRACT with all Exhibits and Attachments EXECUTED CORRECTLY**
- ☒ **8038 IRS Form**
- ☒ **Invoice for Exact Amount to Finance (including down payment &/or trade-in)**
- ☒ **Insurance Certificate listing Kansas State Bank &/or Its Assigns as loss payee & additional insured**
- ☒ **Front & Back Copy of MSO/Title listing City of Doral, Florida as owner & Kansas State Bank &/or Its Assigns as first lienholder (if applicable)**

Please note that a documentation fee of \$350.00 will be due from the Obligor if this transaction is not funded. Additional fees may be charged by Oblige if Oblige incurs additional costs in documentation processing, legal negotiation, analysis and credit processing. This fee will NOT be charged if the transaction is funded by Oblige.

If you have any questions regarding the above documentation please feel free to contact me.

Sincerely,

Lashelle Francis
Documentation Associate

Manhattan's Hometown Community Bank

1010 Westloop Place • P.O. Box 69 • Manhattan, Kansas 66505-0069
785.587.4000 • fax 785.587.4010 • www.kansasstatebank.com

Small Ticket Documentation Instructions

Please return all original documents to:
Kansas State Bank of Manhattan, c/o Lashelle Francis
1680 Charles Place, Manhattan, Kansas 66502

If you have any questions regarding the Condition to Funding, the instructions or the documentation, please call us at (877) 587-4054.

Government Obligation Contract

- ☒ An authorized individual that is with the Obligor should sign on the first space provided.
- ☒ Another authorized individual with the Obligor should attest the previous signature.

Exhibit A, Description of Equipment

- ☒ Fill in the description of equipment, if available.
- ☒ Type in Physical Address of Equipment after Delivery

Exhibit B, Payment Schedule

- ☒ The same authorized individual that has signed the Contract should sign and then type their name and title below.

8038 IRS Form

- ☒ Type in the Obligor's Federal Identification number in section 2.
- ☐ If completing 8038-G IRS Form, please review section VI, Misc. and complete any applicable blanks.
- ☒ Sign, date and type the name of the individual signing this document.

Insurance Requirements

- ☒ Complete the memo attached stating who your insurance carrier & # is.

First Payment(s)

- ☐ If the schedule is in advance, please include with the original documentation the first payment due and payable to Kansas State Bank of Manhattan in the amount shown on Exhibit B, Payment Schedule.

Title(s)

- ☒ If the equipment being financed includes titled equipment, please include front and back copies of the title(s) showing Kansas State Bank of Manhattan and/or Its Assigns as the first lien holder. Their address is P.O. Box 69, Manhattan, KS 66505-0069

Invoice(s)

- ☒ Please include vendor invoice(s) that we are being asked to pay with this Contract.

Conditions to Funding

If, for any reason: (i) the required documentation is not returned by July 23, 2011, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

DUPLICATE
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GOVERNMENT OBLIGATION CONTRACT**Obligor:**

City of Doral, Florida
8300 NW 53rd Street
Doral, Florida 33166

Obligee

Kansas State Bank of Manhattan
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of May 24, 2011

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit "A" to Obligor and Obligor desires to finance the purchase of the Equipment from Obligee subject to the terms and conditions of this Contract which are set forth below.

I. Definitions:

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when and Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract, all Exhibits, and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit "B".

"Contract Term" means the Original Term and all Renewal Terms.

"Equipment" means all of the items of Equipment listed on Exhibit "A" and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations of on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment from Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year.

"State" means the state in which Obligor is located.

II. Obligor Warranties

Section 2.01. Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees: (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code"). Obligor is authorized under the Constitution and laws of the State to enter into this Contract, and has used such authority to properly execute and deliver this Contract. Obligor has followed all proper procedures of its governing body in executing this Contract. The Officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms. (b) Obligor shall use the Equipment only for essential, traditional government purposes. (c) Obligor has never non-appropriated funds under an Contract similar to this Contract. (d) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit "B" hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose. (e) Upon request by Obligee, Obligor will provide Obligee with current financial statements. (f) Obligor hereby warrants that the Transportation Fund of the Obligor is the primary source of funds from which the Contract Payments will be made. (g) Obligor shall (a) maintain its corporate existence; (b) maintain all necessary licenses and permits and approvals to engage in the business of providing water, gas, steam, electric, and all other utility services; (c) keep its accounting records—balance sheets, statement of cash flows and income statement—in accordance with GAAP and separate and distinct from any municipality, government or other entity; (d) covenant to not otherwise encumber pledged revenues and accounts with any obligations senior to the Contract, without permission of Obligee, and any parity or subordinate pledges will not be permitted unless the Pledged Revenues/Accounts are $\geq 2 \times$ MADS; (e) covenant to increase fees, charges, and the like, if necessary and to the extent permitted by law, to make Contract Payment and amounts due and owing under the Contract; (f) covenant to provide audited year end financials on an annual basis, as well as any other reasonably requested financial, budgetary or similar information; (g) covenant to provide Obligee with right, upon reasonable prior notice, to inspect all books, records, Equipment and the like reasonably related to the Contract. (h) Obligor covenants, to the extent permitted by law, to establish and maintain reasonable charges, fees and rentals for all services and benefits furnished and made available by the Obligor to all individuals, firms, corporations and governmental agencies and to collect such Accounts and account for such Accounts in accordance with normal operational procedures. Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets, Account documentation, or other relevant fiscal information.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01. Acquisition. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Section 3.02. Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. The Contract Payments will be payable without notice or demand. Section 3.03. Contract Payments Unconditional. THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE. Section 3.04. Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor. Section 3.05. Contract Term. The Contract Term of the Contract shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as Section 9.01 below. Section 3.06. Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Appropriation

Section 4.01. Appropriation. Obligor shall be obligated to appropriate sufficient monies to make all the Contract Payments for the Original Term and each successive Renewal Term as each payment comes due. If Obligor fails to make an appropriation of money to make any Contract Payment, then an Event of Default will be deemed to have occurred. In furtherance thereof, Obligor hereby pledges all legally available accounts, revenues, income, operating and service fees and charges in an amount sufficient to make all Contract Payments set forth on Exhibit B of the Contract until all Contract Payments are paid or Obligor pays to Obligee the then applicable Purchase Option Price. Obligor agrees to meet all other payments and performance obligations under the Contract. "Accounts" is defined as "accounts, accounts receivables, general intangibles, promissory notes, chattel paper, rents, monies, fees, payments, charges, rates, revenues, receipts, and/or monies received from or due and owing from services and benefits provided and made available by the Obligor to all individuals, firms, corporations and governmental agencies, now and in the future."

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V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01. Insurance. Obligor shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment. (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee. (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage. (d) Obligee and Obligor acknowledge that Obligor has an independent contract with a trolley operation contractor ("Contractor"), and that as a condition thereof, Contractor has procured certain insurance coverage on VIN 4UJZADEUXBCAV2387 (the "Vehicle"). Obligor warrants that Obligee will be named as an additional insured and loss payee on the Contractor's policy covering the Vehicle. **Section 5.02. Damage to or Destruction of Equipment.** Obligor assumes the risk of loss or damage to the Equipment. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof. **Section 5.03. Insufficiency of Net Proceeds.** If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee. **Section 5.04. Obligor Negligence.** Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) incurred by or asserted against Obligee that relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, to the maximum extent permitted by law.

VI. Title

Section 6.01. Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor defaults under Section 9.01. If this event occurs, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee. **Section 6.02. Security Interest.** To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A". Furthermore, Obligor agrees that any and all Equipment listed on any other Exhibit A, whether prior to or subsequent hereto, secures all obligations, debts and liabilities of every kind and character, plus interest thereon, whether now existing or hereafter arising. Obligor agrees that any Equipment listed on Exhibit "A" will remain personal property and will not become a fixture even if attached to real property. The security interest established by this section includes not only additions, attachments, repairs and replacements, to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder.

VII. Assignment

Section 7.01. Assignment by Obligor. All of Obligor's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligor at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligor or the assignee named in the notice of assignment.

VIII. Maintenance of Equipment

Section 8.01. Obligor shall keep the Equipment in good repair and working order. Obligor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not during the term of this Contract create, incur or assume any liens, or encumbrances of any kind with respect to the Equipment except those created by this Contract. Obligor agrees that Obligor or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligor deems necessary or appropriate to protect Obligor's interest in the Equipment and in this Contract. The Equipment is and shall at all times be and remain personal property. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" under this Contract: (a) Failure by Obligor to pay any Contract Payment listed on Exhibit "B" for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit "B". (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate. (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligor agrees in writing to an extension of time. Obligor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above. (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligor under this Contract. (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligor. (f) Obligor admits in writing its inability to pay its obligations. Obligor defaults on one or more of its other obligations. Obligor applies or consents to the appointment of a receiver to manage its affairs or makes a general assignment for the benefit of creditors. **Section 9.02. Remedies on Default.** Whenever any Event of Default exists, Obligor shall have the right to take one or any combination of the following remedial steps: (a) With or without terminating this Contract, Obligor may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the Contract Term to be immediately due and payable. (b) With or without terminating this Contract, Obligor may require Obligor at Obligor's expense to redeliver any or all of the Equipment to Obligor as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the event of default occurs. If Obligor fails to deliver the Equipment, then Obligor shall have the right to obtain a judgement against Obligor in an amount not less than the sum of all Contract Payments then due plus the then applicable Purchase Option Price. Notwithstanding that Obligor has taken possession of the Equipment, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment caused by Obligor or its employees or agents. (c) Obligor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligor for all costs incurred by Obligor in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees. **Section 9.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Obligor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof. **Section 9.04. Return of Equipment and Storage.** (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment to the Obligor in the event of a Default by delivering the Equipment to the Obligor to a location accessible by common carrier and designated by Obligor. In the case that any of the Equipment consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligor all tangible items constituting such software. At Obligor's request, Obligor shall also certify in a form acceptable to Obligor that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligor and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto. (b) Delivery: The Equipment shall be delivered to the location designated by the Obligor by a common carrier unless the Obligor agrees in writing that a common carrier is not needed. When the Equipment is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligor's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment or its component parts from the Obligor's property all without liability to the Obligor. Obligor shall pack or crate the Equipment and all of the component parts of the Equipment carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligor the plans, specifications operation manuals or other warranties and documents furnished by the manufacturer or vendor on the equipment and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment. (c) Condition: When the Equipment is surrendered to the Obligor it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligor to sell or lease it to a third party and be free of all liens. If Obligor reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligor may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligor for all amounts reasonably expended in connection with the foregoing. (d) Storage: Upon written request by the Obligor, the Obligor shall provide free storage for the Equipment or any item of the Equipment for a period not to exceed 60 days after the expiration of its Contract Term before returning it to the Obligor. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligor shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing. Section 10.02. Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligor or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligor's satisfaction, and Obligor has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligor and Obligor and their respective successors and assigns. Section 10.03. Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Section 10.04. Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written Contract duly executed by Obligor and Obligor. Furthermore, Obligor reserves the right to charge Obligor a fee, to be determined at that time, as compensation to Obligor for the additional administrative expense resulting from such amendment, addenda, change or modification. Section 10.05. Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Section 10.06. Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract. Section 10.07. Entire Writing. This Contract constitutes the entire writing between Obligor and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Contracts, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract or the Equipment financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligor and will not apply to this Contract. Section 10.08. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Acceptance of Equipment Certification. By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.

Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any escrow Contract) necessary to the consummation of the transaction contemplated by the Contract.

CITY OF DORAL, FLORIDA

KANSAS STATE BANK OF MANHATTAN

By: 

By: 

Typed Name and Title: Mark Tauxer, Act City Mgr

Typed Name and Title: MARSHA JARVIS
VICE PRESIDENT

Attested By: 

Typed Name and Title: Jose OLINO, Chief of Engineering

DUPLICATE
ORIGINAL

EXHIBIT A – DESCRIPTION OF EQUIPMENT

DUPLICATE
ORIGINAL

RE: Government Obligation Contract dated as of May 24, 2011, between Kansas State Bank of Manhattan (Obligee) and City of Doral, Florida (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) 2011 Supreme Classic American Trolley, SN/VIN: 4UZADEDUXBCAY2397

Physical Address of Equipment after Delivery: 2595 NW 38th Street, Miami FL 33142

EXHIBIT B – PAYMENT SCHEDULE

Date of First Payment:	June 24, 2011
Original Balance:	\$161,500.00
Total Number of Payments:	Thirty-Six (36)
Number of Payments Per Year:	Twelve (12)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	24-Jun-11	\$4,709.58	\$428.24	\$4,281.34	\$158,816.75
2	24-Jul-11	\$4,709.58	\$416.89	\$4,292.69	\$154,437.64
3	24-Aug-11	\$4,709.58	\$405.51	\$4,304.07	\$150,049.42
4	24-Sep-11	\$4,709.58	\$394.10	\$4,315.48	\$145,652.07
5	24-Oct-11	\$4,709.58	\$382.65	\$4,326.93	\$141,245.57
6	24-Nov-11	\$4,709.58	\$371.18	\$4,338.40	\$136,829.90
7	24-Dec-11	\$4,709.58	\$359.67	\$4,349.91	\$132,405.04
8	24-Jan-12	\$4,709.58	\$348.14	\$4,361.44	\$127,970.97
9	24-Feb-12	\$4,709.58	\$336.58	\$4,373.00	\$123,527.68
10	24-Mar-12	\$4,709.58	\$324.98	\$4,384.60	\$119,075.14
11	24-Apr-12	\$4,709.58	\$313.35	\$4,396.23	\$114,613.34
12	24-May-12	\$4,709.58	\$301.70	\$4,407.88	\$110,142.25
13	24-Jun-12	\$4,709.58	\$290.01	\$4,419.57	\$105,661.86
14	24-Jul-12	\$4,709.58	\$278.29	\$4,431.29	\$101,172.14
15	24-Aug-12	\$4,709.58	\$266.54	\$4,443.04	\$96,673.08
16	24-Sep-12	\$4,709.58	\$254.76	\$4,454.82	\$92,164.66
17	24-Oct-12	\$4,709.58	\$242.94	\$4,466.64	\$87,646.86
18	24-Nov-12	\$4,709.58	\$231.10	\$4,478.48	\$83,119.66
19	24-Dec-12	\$4,709.58	\$219.22	\$4,490.36	\$78,583.04
20	24-Jan-13	\$4,709.58	\$207.32	\$4,502.26	\$74,036.98
21	24-Feb-13	\$4,709.58	\$195.38	\$4,514.20	\$69,481.46
22	24-Mar-13	\$4,709.58	\$183.41	\$4,526.17	\$64,916.46
23	24-Apr-13	\$4,709.58	\$171.41	\$4,538.17	\$60,341.96
24	24-May-13	\$4,709.58	\$159.37	\$4,550.21	\$55,757.94
25	24-Jun-13	\$4,709.58	\$147.31	\$4,562.27	\$51,164.38
26	24-Jul-13	\$4,709.58	\$135.21	\$4,574.37	\$46,561.26
27	24-Aug-13	\$4,709.58	\$123.08	\$4,586.50	\$41,948.57
28	24-Sep-13	\$4,709.58	\$110.92	\$4,598.66	\$37,326.28
29	24-Oct-13	\$4,709.58	\$98.72	\$4,610.86	\$32,694.37
30	24-Nov-13	\$4,709.58	\$86.50	\$4,623.08	\$28,052.82

EXHIBIT B – PAYMENT SCHEDULE
(Continued)

RE: Government Obligation Contract dated as of May 24, 2011, between Kansas State Bank of Manhattan (Obligee) and City of Doral, Florida (Obligor)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
31	24-Dec-13	\$4,709.58	\$74.24	\$4,635.34	\$23,401.61
32	24-Jan-14	\$4,709.58	\$61.95	\$4,647.63	\$18,740.72
33	24-Feb-14	\$4,709.58	\$49.62	\$4,659.96	\$14,070.14
34	24-Mar-14	\$4,709.58	\$37.27	\$4,672.31	\$9,389.84
35	24-Apr-14	\$4,709.58	\$24.88	\$4,684.70	\$4,699.80
36	24-May-14	\$4,709.58	\$12.44	\$4,697.14	\$0.00

CITY OF DORAL, FLORIDA

By: 

Typed Name and Title: Mark Taux, Act City Mgr

*Assumes all Contract Payments due to date are paid

DUPLICATE
ORIGINAL

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name City of Doral, Florida		2 Issuer's employer identification number (EIN) 73 1690945
3 Number and street (or P.O. box if mail is not delivered to street address) 8300 NW 53rd Street	Room/suite	4 Report number (For IRS Use Only) 3
5 City, town, or post office, state, and ZIP code Doral, FL 33166		6 Date of issue 5/24/2011
7 Name of issue Government Obligation Contract		8 CUSIP number None
9 Name and title of officer of the issuer or other person whom the IRS may call for more information ERIC CARPENTER, PUBLIC WORKS DIRECTOR		10 Telephone number of officer or other person (305) 593-6740

Part II Type of Issue (enter the issue price) See instructions and attach schedule

11 Education	11		
12 Health and hospital	12		
13 Transportation	13	161,500	00
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	05/24/14	\$ 161,500.00	\$ N/A	3 years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

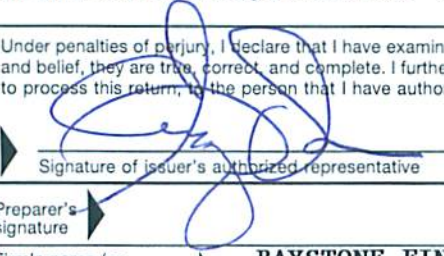
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions. Cat. No. 63773S Form **8038-G** (Rev. 5-2010)

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Part VI Miscellaneous

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) **36a**
- b Enter the final maturity date of the GIC ▶ _____
- 37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units **37a**
- b If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the name of the issuer ▶ _____ and the date of the issue ▶ _____
- 38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☒
- 39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 40 If the issuer has identified a hedge, check box ☐

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	 Signature of issuer's authorized representative		6/6/11 Date	Eliza Rassi Finance Director Type or print name and title
Paid Preparer's Use Only	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
	Firm's name (or yours if self-employed), address, and ZIP code	EIN	Phone no.	
BAYSTONE FINANCIAL, LLC 11115 ASH STREET, LEASWOOD, KS 66211		48	(800) 752-3562	1223987

Form **8038-G** (Rev. 5-2010)

**DUPLICATE
ORIGINAL**

DUPLICATE ORIGINAL



**SPECIALTY
VEHICLES**

Specialty Vehicles
440 Mark Leany Drive
Henderson, NV 89011
1-800-SVI-TRAM
Fax: 702-567-3020
www.specialtyvehicles.com

Invoice

Date	Invoice #
5/16/2011	20623

Bill To		Ship To	
City of Doral 8300 NW 53rd Street, Ste.200 Doral, FL 33166		City of Doral 8300 NW 53rd Street, Ste.200 Doral, FL 33166	
P.O. No.	Terms	Ship Via	OC/WO#
Description	Quantity	Price Each	Amount
2011 Supreme Classic American Trolley: Body # A0090028	1	161,500.00	161,500.00
VIN#		4UZADEDUXBCAV2397	
Year:	2011	Make/Model:	Supreme Classic American
		Subtotal 161,500.00	
		Sales Tax (0.0%) \$0.00	
		Total Invoice 161,500.00	
		Payments/Credits \$0.00	
		Balance Due 161,500.00	

INSURANCE REQUIREMENTS

Pursuant to Article V in the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the property in the Contract. A Certificate of Insurance naming all insured parties and coverages must be returned to us as soon as possible, but no later than the date on which delivery of equipment occurs. If you have not taken possession of the equipment, please complete the Insurance Memo included with the documentation.

In the case of self-insurance, the amounts of liability and physical damage coverage are to be listed on some form of certificate supplied by you. In addition, information regarding the nature of your self-insurance program should also be forwarded to us as soon as possible.

INSURANCE REQUIREMENTS:

1. LIABILITY

- Minimum of \$1,000,000.00 combined single-limit on bodily injury and property damage.
- Kansas State Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

2. PHYSICAL DAMAGE

- All risk coverage to guarantee proceeds sufficient to pay the applicable Purchase Option Price as set forth in Exhibit B of the Contract. Kansas State Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

3. ENDORSEMENT

- Obligor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.

PLEASE FAX THE CERTIFICATE TO US AS SOON AS POSSIBLE AT (785) 587-4068, AND MAIL THE ORIGINAL TO:

Kansas State Bank and/or Its Assigns
P.O. Box 69, 1010 Westloop
Manhattan, Kansas 66505-0069

YOUR ASSISTANCE IS GREATLY APPRECIATED TO COMPLETE THIS TRANSACTION, IF YOU HAVE ANY QUESTIONS, PLEASE GIVE US A CALL AT (877) 587-4054.

City of Doral, Florida

**DUPLICATE
ORIGINAL**

Insurance Company: AON RISK SERVICES SOUTHWEST, INC.

Agent's Name: _____

Telephone Number: 800-541-8605

Fax Number: 847-953-1800

Address: 315 WEST 3RD STREET, LITTLE ROCK, AR 72203



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. PO Box 3870 315 West 3rd Street Little Rock, AR 72203 www.aon.com	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 541-8605	FAX (A/C, No): (847) 953-1800
INSURED Limousines of South Florida, Inc. 2595 NW 38th Street Miami FL 33142	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : National Interstate Insurance Co.	NAIC # 32620
	INSURER B : Scottsdale Insurance Co.	41297
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 10329382

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BCS0025039	6/1/2011	6/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			8195000-00	6/1/2011	6/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Physical Damage			8195000-00	6/1/2011	6/1/2012	See Below

DUPLICATE
ORIGINAL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: 2011 Supreme Classic American Trolley VIN #4UZADEDUXBCAV2397. Self Insured for Physical Damage.
Certificate Holder is an Additional Insured with respect to this unit.

CERTIFICATE HOLDER	CANCELLATION
Kansas State Bank 1010 Westlook Manhattan KS 66503	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Aon Risk Services Southwest, Inc. Aon Risk Services

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ACORD 25 (2010/05)

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ORIGINAL

CERTIFICATE OF ORIGIN FOR A VEHICLE



DATE

2/28/11

INVOICE NO.

VEHICLE IDENTIFICATION NO.

4UZADEDXECAY2397

YEAR

2011

MAKE

FREIGHTLINER/SUPREME
SHIPPING WEIGHT

TROLLEY

H.P. (S.A.E.)

G.V.W.R.

28,000

NO. CYLS.

6

18,080

SERIES OR MODEL

TR32/A0090028

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

SPECIALTY VEHICLES, INC.

440 MARK LEANY DR

HENDERSON, NV 89011-4038

If the vehicle described hereon is a motor home the undersigned certifies that it is equipped with at least four of the following life support systems; cooking, refrigeration or ice box, self-contained toilet, heating and/or air conditioning, a potable water supply system including a faucet and sink, separate 110-115 volt electrical power supply and/or an LP gas supply, all of which meet the ANSI A119.2 standards.

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

SUPREME CORP.
STARTRANS BUS DIVISION

BY:

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

GOSHEN, IN

SC37774

CITY - STATE

DUPLICATE ORIGINAL

<p>Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle.</p> <p>FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:</p>	
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1	<p>NAME OF PURCHASER(S) <u>City of Doral</u></p> <p>ADDRESS <u>8300 NW 53rd Street, Doral, FL 33166</u></p> <p>I certify to the best of my knowledge that the odometer reading is <u>18</u></p> <p>DEALER <u>SVL, Inc.</u> DEALER'S LICENSE NUMBER <u>26718</u></p> <p>State of <u>Nevada</u></p> <p>County of <u>Clark</u></p> <p>Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date <u>February 19, 2012</u></p> <p><u>R. REBALIND</u> Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 2	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____</p> <p>DEALER _____ BY: _____</p> <p>State of _____</p> <p>County of _____</p> <p>Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____</p> <p>Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 3	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____</p> <p>DEALER _____ BY: _____</p> <p>State of _____</p> <p>County of _____</p> <p>Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____</p> <p>Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 4	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____</p> <p>DEALER _____ BY: _____</p> <p>State of _____</p> <p>County of _____</p> <p>Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____</p> <p>Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
ODOMETER DISCLOSURE FOR RETAIL SALE	<p>Federal Law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.</p> <p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading <u>No Tenths</u> <input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage.</p> <p>Signature(s) of Seller(s) _____ Date of Statement _____ Date of Sale _____</p> <p>Printed Name(s) of Seller(s) _____ Dealer's No. _____</p> <p>Signature of Purchaser(s) _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____</p> <p>Printed Name(s) of Purchaser(s) _____ Notary Public</p> <p>Company Name (if Applicable) _____ State of _____</p> <p>Address of Purchaser(s) _____ County of _____</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
LIENHOLDER	<p>1st lien in favor of <u>Kansas State Bank of Manhattan</u></p> <p>whose address is <u>1010 Westloop Plaza, Manhattan, KS 66502</u></p> <p>2nd lien in favor of _____</p> <p>whose address is _____</p>

DUPLICATE ORIGINAL

<p>Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle.</p> <p>FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:</p>	
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1	<p>NAME OF PURCHASER(S) <u>City of Doral</u></p> <p>ADDRESS <u>8300 NW 53rd Street, Doral, FL 33166</u></p> <p>I certify to the best of my knowledge that the odometer reading is <u>18</u></p> <p>DEALER <u>SVI, Inc.</u> <u>26718</u> BY: <u>[Signature]</u> <u>for SVI, Inc.</u></p> <p>State of <u>Nevada</u> Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date <u>May 28, 2011</u></p> <p>County of <u>Clark</u> Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____</p> <p>DEALER _____ BY: _____</p> <p>State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____</p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 2	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____</p> <p>DEALER _____ BY: _____</p> <p>State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____</p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____</p> <p>DEALER _____ BY: _____</p> <p>State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____</p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 3	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____</p> <p>DEALER _____ BY: _____</p> <p>State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____</p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____</p> <p>DEALER _____ BY: _____</p> <p>State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____</p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 4	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____</p> <p>DEALER _____ BY: _____</p> <p>State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____</p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____</p> <p>DEALER _____ BY: _____</p> <p>State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____</p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
ODOMETER DISCLOSURE FOR RETAIL SALE	<p>Federal Law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.</p> <p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ No Tenths. <input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage.</p> <p>Signature(s) of Seller(s) _____ Date of Statement _____ Date of Sale _____</p> <p>Printed Name(s) of Seller(s) _____ Dealer's No. _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____</p> <p>Signature of Purchaser(s) _____ Notary Public</p> <p>Printed Name(s) of Purchaser(s) _____ State of _____</p> <p>Company Name (If Applicable) _____ County of _____</p> <p>Address of Purchaser(s) _____</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
	<p>1st lien in favor of <u>Kansas State Bank of Manhattan</u></p> <p>whose address is <u>1010 Westloop Plaza, Manhattan, KS 66502</u></p> <p>2nd lien in favor of _____</p> <p>whose address is _____</p>