

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance

800 Walnut Street | 4th Floor | Des Moines, IA 50309

City of Hollywood, Florida
General Accounting 2600 Hollywood Blvd
Hollywood, FL 33020

Thank you for doing business with Wells Fargo Financial Leasing, Inc. This cover letter is your guide to completing your transaction as quickly as possible. If you have any questions please call 866-336-8382.

Checklist

Last Funding Date: January 30, 2020

All documents listed below are required for this transaction:

- ☐ Master Equipment Lease Agreement
- ☐ Master Equipment Lease Schedule
- ☐ CIP Notice
- ☐ Non-Appropriation Addendum
- ☐ Delivery and Acceptance Certificate
- ☐ Maintenance and Return Provisions
- ☐ Insurance
- ☐ Incumbency Certificate - signed by signer in middle section / signed by another officer/city official in top and lower section (cannot be signer of the documents)
- ☐ Opinion of Counsel
- ☐ Resale Tax Exemption Certificate / Customer Purchase Order

The following items are required for your transaction to be completed:

- ☐ Signature from an authorized signer – see Signature Guide below for requirements
- ☐ Printed name of the signer
- ☐ Title of the signer – see Signature Guide below for requirements
- ☐ Federal tax ID of the lessee/borrower – specified on the attached documents
- ☐ Return the signed documents as outlined below
- ☐ Tax Exempt Certificate, if applicable

Signature Guide

The documents must be signed by an authorized officer or the owner if the customer is a Sole Proprietorship, with printed Name and Title completed as well.

Lease/Loan agreement authorized signer guidelines

If the business is a:

Proprietorship
 General or Limited Partnership
 LLC
 Corporation:

And transaction is <\$350K
 And transaction is >=\$350K

This person must sign:

Owner/Proprietor
 General Partner
 Managing Member or Authorized Officer

 Purchasing Manager, Authorized Corporate Officer
 Authorized Corporate Officer

Return Instructions

Please return signed documents and other checklist items via fax or email.

Fax: 866-336-8375

Email: WFEFMDFGolfandTurf@wellsfargo.com

Overnight:

Wells Fargo Financial Leasing, Inc.

Contracts Team

800 Walnut Street, 4th Floor

MAC F0005-044

Des Moines, IA 50309

Master Equipment Lease Agreement

WELLS
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Wells Fargo Equipment Finance, Manufacturer and Dealer Finance

800 Walnut Street | 4th Floor | Des Moines, IA 50309

Master Equipment Lease Agreement Number 603-0220834 dated as of November 22, 2019

Name and Address of Customer ("You" and "Your"):

City of Hollywood, Florida
General Accounting 2600 Hollywood Blvd
Hollywood, FL 33020

You acknowledge and agree that this agreement (as amended from time to time, this "Agreement") and each Schedule (defined below) represent the complete and exclusive agreement between You and Us regarding the subject matter herein and therein and supersedes any other oral or written agreements between You and Us regarding such matters. "Schedule" means a schedule, in such form as We may accept in our sole discretion, that may be entered into from time to time by You and Us for a lease transaction pursuant to this Agreement. This Agreement and each Schedule can be changed only by a written agreement between You and Us. Other agreements not stated herein or in a Schedule (including, without limitation, those contained in any purchase order or service agreement between You and the equipment supplier(s) (each a "Supplier")) are not part of a Lease (defined below). This Agreement is not a commitment by Us to enter into any Schedule not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Us to enter into any proposed Schedule, it being understood that whether We enter into any proposed Schedule shall be a decision solely within Our discretion. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

1. LEASE OF EQUIPMENT. Each Schedule executed by You represents Your agreement to lease from Us the personal property listed therein (together with all existing and future accessories, attachments and replacements, the "Equipment") upon the terms stated in such Schedule and this Agreement. Each Schedule and the terms of this Agreement which are incorporated by reference into such Schedule shall constitute a separate and independent contract between You and Us and shall be referred to as a "Lease". In the event of any conflict between the provisions of this Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. Each Schedule is binding on You as of the date You sign it. You agree that after You sign this Agreement or a Schedule, We may insert or correct any information missing in this Agreement or a Schedule, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the Payment shown in a Schedule by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.

2. TERM; AUTOMATIC RENEWAL. The term of each Lease will begin on the date that the related Schedule is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown on such Schedule (the "Initial Term"). As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). **With respect to each Lease, unless You have a \$1.00 Purchase Option as indicated in the related Schedule, You shall notify Us in writing at least 30 days before the end of a Term (the "Notice Period") that you intend to purchase or return the Equipment at the end of such Term or: (a) the applicable Lease will automatically renew for an additional one-month period (a "Renewal Term") and (b) all terms of such Lease will continue to apply.** If You do notify Us in writing within the Notice Period for a given Lease that You intend to purchase or return the related Equipment at the end of the Term of such Lease, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Term, or (ii) return the Equipment pursuant to Section 12. For any "Fair Market Value" Purchase Option, the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. **Each Lease is non-cancelable for the full Term.**

3. UNCONDITIONAL OBLIGATION. With respect to each Lease, You agree that: (i) We are a separate and independent company from the Suppliers, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Agreement or any Schedule; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your obligations under each Lease are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever; (v) If You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of any Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us under any Lease; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under each Lease.

4. PAYMENTS. With respect to each Lease, You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date of such Lease. The payment for this interim period will be based on the Payment shown in the related Schedule prorated on a 30 day calendar month and will be added to Your first invoice. Each Payment Period for a given Lease, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment due under the related Schedule, and (ii) applicable taxes and other charges provided for in the Lease. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay under a Lease is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations under the applicable Lease. If We do not receive a payment in full within ten (10) days of its due date, You shall pay a fee equal to 5% of the amount that is late (or the maximum amount permitted by law if less). You shall pay Us a returned check or non-sufficient funds charge of \$20.00 for any returned or dishonored check or draft.

5. INDEMNIFICATION. You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of each Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties hereto agree that each Lease is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If any Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof to secure the payment and performance of all of Your obligations under this Agreement and each Lease. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Suppliers in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the applicable Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Suppliers for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

7. DELIVERY; LOCATION; OWNERSHIP; USE AND MAINTENANCE. We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance. You will not remove the Equipment from the Equipment Location specified in a Schedule unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during each Lease. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i)

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF ADDITIONAL PAGE(S) OF THIS AGREEMENT AND AGREES TO THE TERMS ON ALL PAGES.

Lessor: Wells Fargo Financial Leasing, Inc.

("We", "Us", and "Our")

Customer: City of Hollywood, Florida

By _____

By _____

Title _____

Title _____

attached to real property, or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, shall comply with all manufacturer's instructions, specified maintenance programs and warranty requirements, and shall not make any permanent alterations to the Equipment. At Your own cost, You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted, and in compliance with any additional maintenance and return conditions set forth in the applicable Schedule or any addendum thereto ("Good Condition"). With respect to any Equipment that includes an hour meter/counter ("Meter"), You shall not tamper with, adjust or make the Meter inoperable. You shall keep each such Meter in Good Condition at all times, shall immediately notify Us if it becomes inoperable, and shall, at Your expense, promptly undertake such repairs as We deem necessary to restore it to Good Condition. In the event an item of Equipment is used in excess of the Included Engine Hours Per Year designated in the Schedule during the applicable Initial Term and any Renewal Term, You shall pay the applicable Excess Charge (per engine hour) set forth in such Schedule for each engine hour in excess of the Included Engine Hours Per Year ("Excess Engine Hours") for such item of Equipment. Upon return of the Equipment, We (or Our agent) will determine Excess Engine Hours based on the actual Meter readings and/or the number of engine hours the Equipment has been used during the Lease. Excess Charges for Excess Engine Hours shall be billed to You as additional rent following Your return of the Equipment. You agree that with respect to golf carts powered by lithium-ion batteries, at least six (6) months but not more than twelve (12) months prior to the expiration of a Lease, You will, at Your expense, have the batteries tested to determine if the batteries are eligible for warranty repair or replacement (i.e. that they maintain sufficient storage, output, etc.). In the event any of the batteries qualify for warranty repair or replacement, You shall have the repair or replacement completed prior to the expiration of the applicable Lease. Each golf cart powered by a lithium-ion battery must be returned with batteries which are capable of sustaining a charge that will permit use of such Equipment for at least an eighteen (18) hole round.

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during each Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Lessor or its Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. With respect to each Lease, You have the choice of satisfying these insurance requirements for a given Lease by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date of such Lease. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date of a Lease, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement or any Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent; provided, however, if the Equipment includes any power golf carts, You may rent such cart(s) on a daily or per-round basis to Your patrons at the Equipment Location listed on the applicable Schedule in which case You shall collect from such patrons all sales and use taxes due in connection with such rentals and remit such taxes to the appropriate taxing authorities, and You shall continue performing all Your obligations under the applicable Lease. We may, without notice to You, Transfer Our interests in the Equipment, this Agreement and/or any Lease, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations under this Agreement or any Lease. You agree not to assert against the Assignee any claim, defense or offset You may have against Us.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement, each Lease and/or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term of each Lease, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment leased under each Lease. With respect to each Lease, You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee in the amount set forth in the related Schedule (or as otherwise agreed to). You also agree to pay Us a fee for additional services We may provide to You at Your request during a Lease. If You so request and We permit the early termination of a Lease, You acknowledge that there may be a cost or charge to You for such privilege. In connection with the expiration or earlier termination of a Lease, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts. You agree that the fees and other amounts payable under this Agreement and each Lease may include a profit to Us and/or the Suppliers.

11. DEFAULT; REMEDIES. With respect to each Lease, You will be in default if (1) You fail to pay any amount due under any Lease within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant in this Agreement, any Lease or in any other agreement now existing or hereafter entered into with Us or any Assignee, (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee, and/or (4) You and/or any guarantors or sureties of Your obligations under any Lease (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer an adverse change in Your or their financial condition. If You default under a Lease, We may do any or all of the following: (A) cancel such Lease, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due under such Lease, (ii) all remaining Payments for the remainder of the Term of such Lease discounted at a rate of 3% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of such Lease (as shown in Our books and records), discounted at a rate of 3% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may thereafter become due under such Lease to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossession, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs ("Net Proceeds"). If Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

12. RETURN OF EQUIPMENT. If You are required to return the Equipment under any Lease, You shall, at Your expense, send the Equipment to any location(s) that We may designate and, if invoiced by Us, pay Us a handling fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of the applicable Lease, including Your obligation to make Payments and pay all other amounts due thereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Agreement.

13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Agreement and each Lease shall be deemed fully executed and performed in the state of Iowa and shall be governed and construed in accordance with the laws of the state of Iowa. If Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement or any Lease, You hereby irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of Iowa or the state of Lessor's or its Assignee's principal place of business, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Agreement or any Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder or thereunder. Each provision of this Agreement and each Lease shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision of this Agreement or any Lease is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof or thereof.

14. DOLLAR PURCHASE. This Section only applies to Leases under which You have a \$1.00 Purchase Option, as indicated on the related Schedule. With respect to any such Lease, at the end of the Initial Term, You shall purchase the Equipment "AS IS, WHERE IS" for one dollar (\$1.00); provided, however, We shall not be required to transfer Our interest in the Equipment to You until You have paid to Us all amounts then owing under such Lease, if any. You agree that prior to entering into any Lease with a \$1.00 Purchase Option, You could have purchased the Equipment from the Suppliers for a specific cash amount, but instead You hereby choose and agree to pay a higher amount (the "Time Price") to Us in installments over the Initial Term. The Time Price equals the Payment amount shown in the related Schedule multiplied by the total number of Payments to be paid over the Initial Term, plus \$1.00. You agree that the Time Price represents only a higher purchase price and does not include an interest component or finance charge. However, if the Time Price should be determined or adjudicated to include an interest component or finance charge, then you agree that (i) each Payment shall be deemed to include an amount of pre-computed interest, (ii) the total pre-computed interest scheduled to be paid over the Initial Term is to be calculated by subtracting the amount We pay

the Suppliers ("Our Investment") from the Time Price, (iii) the annual interest rate deemed applicable to such Lease is the rate that will amortize Our Investment down to \$1.00 by applying all periodic Payments as payments (and this rate calculation method assumes that each periodic Payment is received by Us on the due date), and (iv) none of the other fees or costs We may charge You pursuant to such Lease (including but not limited to UCC filing fees, late fees, documentation or processing fees) shall be considered interest or a finance charge.

15. MISCELLANEOUS. You shall furnish Us or an Assignee with current financial statements upon request by Us or an Assignee. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement or any Lease, and (b) provide Your credit application and information regarding Your account to credit reporting agencies, potential Assignees, Vendors and parties having an economic interest in this Agreement, a Lease and/or the Equipment. Each Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, with respect to a Schedule, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Agreement and each Schedule and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Agreement and any Lease. You waive notice of receipt of a copy of this Agreement and any Schedule with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

Schedule to Master Equipment Lease Agreement

WELLS
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Wells Fargo Equipment Finance, Manufacturer and Dealer Finance

800 Walnut Street | 4th Floor | Des Moines, IA 50309

Schedule Number: 603-0220834-000
Master Agreement Number: 603-0220834

Name and Address of Customer ("You" and "Your"):

City of Hollywood, Florida
General Accounting 2600 Hollywood Blvd
Hollywood, FL 33020

Billing Address:

City of Hollywood, FL
PO Box 229045
Hollywood, FL 33022

Equipment Location: 400 Entrada Drive, Hollywood, FL 33021

Equipment Information: 120 New 2020 EZGO TXT Electric Golf Car

TERM AND PAYMENT INFORMATION

Initial Term (Months):	Lease Payment*:	Payment Frequency:	Advance Payment*:
24	\$6,048.00 (plus applicable taxes)	Monthly	\$6,048.00 (plus applicable taxes) Applied To: first month
Purchase Option (shall be Fair Market Value unless another option is noted): Fair Market Value			
Documentation/ Processing Fee: \$200.00			
Security Deposit: N/A			

This is a Schedule that is being entered into subject to the master agreement referenced below (the "Master Agreement") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement together with this Schedule constitute a Lease (as defined in the Master Agreement) and represent the complete and exclusive agreement between You and Us regarding the leasing of the equipment listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment"). Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment.

1. LEASE OF EQUIPMENT. You hereby agree to lease from Us the Equipment described above upon the terms and conditions set forth in this Schedule and in the Master Agreement.

2. PURCHASE OPTION. The above Purchase Option may be exercised by You only at the end of the Initial Term of this Lease. If you are in default under this Lease at the time You desire to exercise the above Purchase Option, You must cure such default(s) to Our satisfaction before having the right to exercise such option.

3. MISCELLANEOUS. This Schedule may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of the Master Agreement and this Schedule and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Lease. You waive notice of receipt of a copy of this Schedule with Our original signature. You hereby represent to Us that this Lease is legally binding and enforceable against You in accordance with its terms. **This Lease is non-cancelable for the full Term.**

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF ADDITIONAL PAGE(S) OF THIS AGREEMENT AND AGREES TO THE TERMS ON ALL PAGES.

Lessor: **Wells Fargo Financial Leasing, Inc.**
("We", "Us", and "Our")

Customer: **City of Hollywood, Florida**

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Incumbency Certificate



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
800 Walnut Street | 4th Floor | Des Moines, IA 50309

I, _____, do hereby certify that I am the duly elected or appointed and acting (check one):
☐ Secretary, ☐ Assistant Secretary, ☐ Other Authorized Officer (insert title) _____ of **City of Hollywood, Florida**, a corporation duly organized and existing under the laws of the State of FL, that I have custody of the records of this corporation, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of this corporation holding the offices set forth opposite their respective names. I further certify that (I) the signatures set opposite their respective names and titles are their true and authentic signatures and (II) such officers have the authority on behalf of this corporation to enter into that certain Contract Number **603-0220834-000** dated as of November 22, 2019 between this corporation and Wells Fargo Financial Leasing, Inc., and to execute all exhibits, schedules and other documents necessary to give effect to and carry out the transactions contemplated thereby.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate as of _____.

By: _____
Title: _____

Customer Identification Program

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Wells Fargo Equipment Finance, Manufacturer and Dealer Finance

800 Walnut Street | 4th Floor | Des Moines, IA 50309

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal Law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) that open an account. What this means to you: When you open an account or add any additional service, we will ask you for your name, address, federal employee identification number and other information that will allow us to identify you. We may also ask to see identifying documents.

Company Name: City of Hollywood, Florida

Taxpayer ID Number: _____

Business Structure: C-Corp ☐ S-Corp ☐ Partnership ☐ Limited Liability Company ☐

Other, description: _____

State Country of Organization: _____

Nature of Business: _____

Wells Fargo Financial Leasing, Inc. may request certified copies of your organizational documents as part of the identification procedure.

Email Address: _____

Primary Address and Registration

Address: _____

City: _____

State: _____ Zip Code: _____

Country: _____

Mailing Address if different than above: _____

Legal Owner Information. This information is required for any and all owner(s) with ownership of 25% or more in the Company.

Owner #1

Name: _____

Address: _____

City, State, Zip: _____

Tax ID Number if company: _____

Social Security # if individual: _____

Date of Birth or Formation: _____

Country of Citizenship or Organization: _____

Percent of Stock Owned or Control: _____

Owner #2

Name: _____

Address: _____

City, State, Zip: _____

Tax ID Number if company: _____

Social Security # if individual: _____

Date of Birth or Formation: _____

Country of Citizenship or Organization: _____

Percent of Stock Owned or Control: _____

Owner #3

Name: _____

Address: _____

City, State, Zip: _____

Tax ID Number if company: _____

Social Security # if individual: _____

Date of Birth or Formation: _____

Country of Citizenship or Organization: _____

Percent of Stock Owned or Control: _____

Owner #4

Name: _____

Address: _____

City, State, Zip: _____

Tax ID Number if company: _____

Social Security # if individual: _____

Date of Birth or Formation: _____

Country of Citizenship or Organization: _____

Percent of Stock Owned or Control: _____

Company: Name: **City of Hollywood, Florida**

By _____

Title _____

FOR INTERNAL USE ONLY

Type of ID Verified: _____

Information Collected By: _____

Other: _____

Date: _____

Non-Appropriation Addendum

WELLS
FARGO

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance

800 Walnut Street | 4th Floor | Des Moines, IA 50309

Title of lease, rental or other agreement: Master Equipment Lease Agreement (the "Agreement")

Lessor/Lender/Owner: Wells Fargo Financial Leasing, Inc. ("Company")

Name and Address of Lessee/Renter/Customer ("Customer")

City of Hollywood, Florida

General Accounting 2600 Hollywood Blvd

Hollywood, FL 33020

This Addendum (this "**Addendum**") is entered into by and between Customer and Company. This Addendum shall be effective as of the effective date of the Agreement.

1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. GOVERNMENTAL PROVISIONS. Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

3. INDEMNIFICATION. To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.

4. REMEDIES. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

5. CHOICE OF GOVERNING LAW. Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which the Customer is located.

6. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF ADDITIONAL PAGE(S) OF THIS AGREEMENT AND AGREES TO THE TERMS ON ALL PAGES.

Company: **Wells Fargo Financial Leasing, Inc.**

Customer: **City of Hollywood, Florida**

By _____

By _____

Title _____

Title _____

Agreement Number 603-0220834-000

FORM OF OPINION OF CUSTOMER'S COUNSEL
(PLEASE FURNISH THIS TEXT ON ATTORNEY'S LETTERHEAD)

INSERT DATE

Wells Fargo Financial Leasing, Inc.
800 Walnut Street, 4th Floor
Des Moines, Iowa 50309

Ladies and Gentlemen:

As counsel for City of Hollywood, Florida ("Customer"), I have examined that certain [INSERT NAME OF AGREEMENT AND IF APPLICABLE, SCHEDULES AND ADDENDUMS] thereto, duly executed by Customer and dated November 22, 2019 (collectively, the "Agreement"), between Customer and Wells Fargo Financial Leasing, Inc. ("Company"), and the proceedings taken by the governing body of Customer to authorize on behalf of Customer the execution and delivery of the Agreement. Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. Customer has the requisite power and authority to execute and deliver the Agreement and to perform its obligations under the Agreement.
2. The Agreement has been duly authorized, executed and delivered by Customer and the Agreement constitutes a legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.
3. The authorization, approval, execution and delivery of the Agreement and all other proceedings of Customer's governing body relating to the transactions contemplated by the Agreement have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state laws and all actions, approvals, authorizations and consents necessary to authorize Customer's execution, delivery and performance of the Agreement have occurred or been obtained.
4. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery or performance by Customer of the Agreement or in any way to contest the validity of the Agreement, to contest or question the creation or existence of Customer or its governing body or the authority or ability of Customer to execute or deliver the Agreement or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin Customer from annually appropriating sufficient funds to make the payments contemplated by the Agreement.
5. The entering into and performance of the Agreement does not and will not violate any judgment, order, law or regulation applicable to Customer or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Customer or on the Equipment (as such term is defined in the Agreement) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Customer is a party or by which it or its assets may be bound.
6. The execution and delivery of the Agreement and the appropriation of monies to pay the payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness or liabilities which may be incurred by Customer.
7. The Agreement is the complete and exclusive agreement between Customer and Company regarding Customer's financing of the equipment described therein. No other agreements, terms or conditions (including, without limitation, any terms or conditions set out in any solicitation, request for proposal, invitation to bid or contract award) are incorporated, by reference or otherwise, into the Agreement.
8. The Customer's name contained in the Agreement is the Customer's full, true and correct legal name.

This opinion may be relied upon by purchasers and assignees of Company's interests in the Agreement.

Respectfully submitted,

INSERT NAME OF LAW FIRM

INSERT NAME OF ATTORNEY

Delivery and Acceptance Certificate



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
800 Walnut Street | 4th Floor | Des Moines, IA 50309

Contract Number 603-0220834-000 dated as of November 22, 2019 (the "Agreement")

Name and Address of Customer:

City of Hollywood, Florida
General Accounting 2600 Hollywood Blvd
Hollywood, FL 33020

Equipment Description: 120 New 2020 EZGO TXT Electric Golf Car

Equipment Location: 400 Entrada Drive, Hollywood, FL 33021

Delivery and Acceptance Certification:

The Customer named above hereby unconditionally represents and certifies to Wells Fargo Financial Leasing, Inc. and agrees, that:

1. The equipment, other personal property and software, if any, described above (collectively, the "**Goods**") which have been leased or otherwise provided to Customer or otherwise constitutes collateral under the above-referenced Agreement, has been fully delivered and installed at Customer's place of business, has been inspected and tested by Customer and is operating in good working order to Customer's complete satisfaction, meets all of Customer's requirements and specifications, and is hereby irrevocably accepted by Customer.
2. There are no side agreements between Customer and any third party relating to the subject matter of the Agreement, and no cancellation rights have been granted to Customer by Wells Fargo Financial Leasing, Inc. or any third party. There is no "free demonstration" or "test" period for the Goods.
3. Customer has reviewed and understands all of the terms of the Agreement, and Customer agrees that the Agreement cannot be revoked or cancelled or terminated early for any reason.

Customer hereby directs Wells Fargo Financial Leasing, Inc. to pay the vendor/supplier of the Goods. Customer agrees that (i) Wells Fargo Financial Leasing, Inc. may insert the date below if it is missing following the Customer's signature below, and (ii) a facsimile or other copy of this document containing Customer's faxed, copied, or electronically transmitted signature may be treated as an original for all purposes.

Instruction to Customer: Do NOT sign this Certificate until ALL of the Goods have been delivered, installed, inspected, and tested to your satisfaction.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF ADDITIONAL PAGE(S) OF THIS AGREEMENT AND AGREES TO THE TERMS ON ALL PAGES.

Customer: **City of Hollywood, Florida**

By _____

Title

Acceptance Date _____

Addendum to Master Equipment Lease Agreement

WELLS
FARGO

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance

800 Walnut Street | 4th Floor | Des Moines, IA 50309

This Addendum (this "Addendum") is entered into by and between City of Hollywood, Florida ("Customer") and Wells Fargo Financial Leasing, Inc. ("Company"). This Addendum shall be effective as of the effective date of the Master Equipment Lease Agreement ("Agreement").

1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. DEFINITIONS. Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

3. MAINTENANCE CONDITIONS. With respect to each item of Equipment, Customer shall use only original manufacturer's approved replacement parts and components in the performance of any maintenance and repair of the Equipment.

4. RETURN CONDITIONS. Upon the return of an item of Equipment, Customer shall comply with the following conditions with respect to each item of returned Equipment: (a) all components, covers, guards, parts, accessories and attachments will accompany the return of such Equipment and must be properly installed, in good working order and will have only minor sheet metal, plastic, glass or cowl damage; (b) all Customer logos or identification will be removed by Customer, in a workmanlike manner, and so as to not detract from the overall paint and appearance of the Equipment; (c) all safety equipment must be in proper working order; (d) all motors must operate smoothly without overheating, leaking, excessive smoking and with all original components attached (i.e. muffler, starter, etc.); (e) all controls, whether electronic, hydraulic or manual, must operate in accordance with the manufacturer's specifications; (f) all electrical systems must function per the manufacturer's specifications with all wiring free of breaks, cuts or cracks; (g) all batteries must be in good, clean operating condition with no dead cells or cracked cases, capable of passing a load test; (h) all tires shall be matched by generic type and tread design as when originally delivered, free of any cracks, cuts, rips or patches and must be serviceable with at least 50% remaining tread and able to retain proper air pressure; (i) all oil and grease seals must contain the lubrication within the manufacturer's designed reservoir and fluid lines will be free of any leaks, cuts and cracks; (j) all Equipment must have a clean appearance; (k) no Equipment shall have excessive wear requiring material component repair or replacement resulting from a failure to perform the recommended maintenance per the operation/maintenance manual furnished with each item of Equipment; (l) no Equipment will have structural damage, including bent frames; and (m) all hydraulic cylinders must be functional and not bent, nicked, gouged or leaking.

Additionally, all items of Equipment must, upon return: (i) operate normally in all directions through all speed ranges or gears; (ii) steer normally right and left in all directions; (iii) have all functions and controls working in a normal manner; (iv) be able to stop with its service brakes in a safe distance in all directions; (v) operate without leaking any fluids; (vi) perform its designed functions in a manner satisfactory to Company; and (vii) all cutting units must lower, turn on, run, raise and shut off as they are designed to do and all blades will have at least 50% remaining life. Customer agrees that with respect to golf carts powered by lithium-ion batteries, at least six (6) months but not more than twelve (12) months prior to the expiration of the Agreement, Customer will, at Customer's expense, have the batteries tested to determine if the batteries are eligible for warranty repair or replacement (i.e. that they maintain sufficient storage, output, etc.). In the event any of the batteries qualify for warranty repair or replacement, Customer shall have the repair or replacement completed prior to the expiration of the applicable Agreement. Each golf cart powered by a lithium-ion battery must be returned with batteries which are capable of sustaining a charge that will permit use of such Equipment for at least an eighteen (18) hole round.

5. PAYMENT OF COMPANY'S COSTS. If with respect to any item of returned Equipment, Company, in its sole discretion, determines that Customer has failed to comply with its obligation to maintain and return such Equipment in accordance with the provisions of the Agreement or as described above, then Customer shall be required to pay Company's costs which it deems necessary to return the Equipment to its required condition as described herein or in the Agreement. Customer's failure to remit to Company any payment required by this Addendum within ten (10) days of Company's invoice to Customer shall constitute a default under the Agreement and shall entitle Company to pursue any and all rights and remedies available thereunder, at law and/or in equity.

6. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. A facsimile or other copy of this Addendum with facsimile or copied signatures shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF ADDITIONAL PAGE(S) OF THIS AGREEMENT AND AGREES TO THE TERMS ON ALL PAGES.

Lessor: **Wells Fargo Financial Leasing, Inc.**
("We", "Us", and "Our")

Customer: **City of Hollywood, Florida**

By _____

By _____

Title _____

Title _____

Customer Insurance Certification

WELLS
FARGO

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance

800 Walnut Street | 4th Floor | Des Moines, IA 50309

Customer: City of Hollywood, Florida	
Contract Number: 603-0220834-000	
Description of Equipment:	Required Coverage Amount
120 New 2020 EZGO TXT Electric Golf Car	\$336,000.00

Property Coverage

- ☒ Replacement value in the amount referred to above.
- ☒ All Risk Physical Damage Insurance
- ☒ Wells Fargo Financial Leasing, Inc., its successors and/or assigns, to be listed as Sole Loss Payee

Name of Insurance Agency:	Phone Number of Agency:
Mailing Address of Agency:	Fax Number of Agency:
Email Address of Agency:	

Liability Coverage (Complete if a different provider from above)

- ☒ Minimum coverage of \$1 million
- ☒ Wells Fargo Financial Leasing, Inc., its successors and/or assigns, to be listed as additional insured.

Name of Insurance Agency:	Phone Number of Agency:
Mailing Address of Agency:	Fax Number of Agency:
Email Address of Agency:	

In accordance with the terms of the above referenced contract with Wells Fargo Financial Leasing, Inc. ("Lessor/Lender"), we maintain the liability and property insurance coverage as described above. We hereby authorize Lessor/Lender to contact the agencies identified above and further authorize the agencies to issue insurance certificates to Lessor/Lender.

Customer Signature

Date

Remit via email to:

WFEFMDFGolfandTurf@wellsfargo.com

Remit via fax to:

Wells Fargo Financial Leasing, Inc., Attn: Golf and Turf Division

Fax: 866-336-8375

Office Use Only

Contact Date:	Contact Name:
Insurance Company(s):	
Policy No(s):	Expiration Date(s):
Insured Value:	
Named Sole Loss Payee: Wells Fargo Financial Leasing, Inc.	
Verified By:	
<input type="checkbox"/> YES <input type="checkbox"/> WILL BE ADDED	
Additional Insured: Wells Fargo Financial Leasing, Inc.	
Public Liability Insurance Limits:	
<input type="checkbox"/> YES <input type="checkbox"/> WILL BE ADDED	

The MyAccounts website offers comprehensive services that help your business build and maintain a successful company. Enjoy the benefits of electronic billing, 24/7 on-demand access to customer account information, electronic payment options, and more.

Highlights:

- View current and historical invoices throughout the life of the transaction
- Submit or schedule online payments and set up recurring payments
- Sign up for paperless invoicing
- View payment histories and invoice summaries
- Register for payment application notifications
- View and modify equipment details
- Request a W9, equipment location or billing changes
- Create reports relevant to your business
- Ask questions through Ask Olivia, the MyAccounts virtual agent, and/or chat directly with the Customer Care team

How to register:

To register for MyAccounts, follow these quick steps:

1. Visit myaccounts.wellsfargo.com and click on "Register Now."
2. You'll need your contract number and invoice number or serial number found on your invoice.
3. Follow the prompts to include your contact information and select a User ID.
4. A validation code will be sent to you. Input the validation code into the prompt.
5. Lastly, you will select a password. Once your password has been selected, you can continue to the home page.

Talk with us today to learn more.

866-497-6661

myaccounts.wellsfargo.com